



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

November 13, 2012

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 November 30, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award two contracts for Street Sweeping Services to Arakelian Enterprises, Inc., d.b.a. Athens Services, in the annual sum of \$233,171 for Rowland Heights and in the annual sum of \$265,534 for Road Districts 119/519 consisting of unincorporated areas in the San Gabriel Valley, and instruct the Chairman to execute these contracts. These contracts will be for a period of one year commencing on December 2, 2012, or execution by both parties, whichever occurs last, with four 1-year renewal options and a month-to-month extension for up to six months for a potential term of 66 months.
4. Authorize the Director of Public Works or her designee to annually increase each of the contract amounts up to an additional 10 percent of the annual contract sum for unforeseen, additional work

within the scope of the contracts, if required, and fuel cost and disposal fee adjustments in accordance with the contracts.

5. Authorize the Director of Public Works or her designee to renew the contracts for each additional renewal option and extension periods if, in the opinion of the Director of Public Works or her designee, Arakelian Enterprises, Inc., d.b.a. Athens Services, 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 the County-maintained streets, highways, and alleys in the areas of Rowland Heights and unincorporated areas within the San Gabriel Valley designated as Road Districts (RD) 119/519. The contractor will service approximately 196 curb miles and 2 paved alley miles each week in Rowland Heights and approximately 211 curb miles and 5 paved alley miles each week in RD 119/519. The Department of Public Works (Public Works) has contracted street sweeping services for Rowland Heights and RD 119/519 since 1988.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These contracts are for an annual amount of \$233,171 for Rowland Heights and \$265,534 for RD 119/519 plus 10 percent of each of the annual contract amount for unforeseen, additional work within the scope of the contracts and disposal and fuel adjustments in accordance with these contracts.

Funding for these services is included in the Fiscal Year 2012-13 Road Fund Budget. Funds to finance the contracts' option years, including 10 percent additional funding for contingencies and disposal and fuel adjustments, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Arakelian Enterprises, Inc., d.b.a. Athens Services, located in City of Industry, California. These contracts will commence on December 2, 2012, or execution by both parties, whichever occurs last, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew these contracts for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months.

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

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting the 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 proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

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 were submitted on June 13, 2012, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on 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 its 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 the Board and will comply with the County's Living Wage reporting requirements.

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

These Proposition A contracts do not allow cost-of-living adjustments for the four option years.

However, these contracts do 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 has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (c) of CEQA.

CONTRACTING PROCESS

On June 13, 2012, 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 "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On July 12, 2012, six 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, financial resources, references, and demonstrated control over labor/payroll record keeping using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest-rated, apparent responsive, and responsible proposer with the lowest price, Arakelian Enterprises, Inc., d.b.a. Athens Services.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Enclosed are three copies of the two contracts. 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.

The Honorable Board of Supervisors

11/13/2012

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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

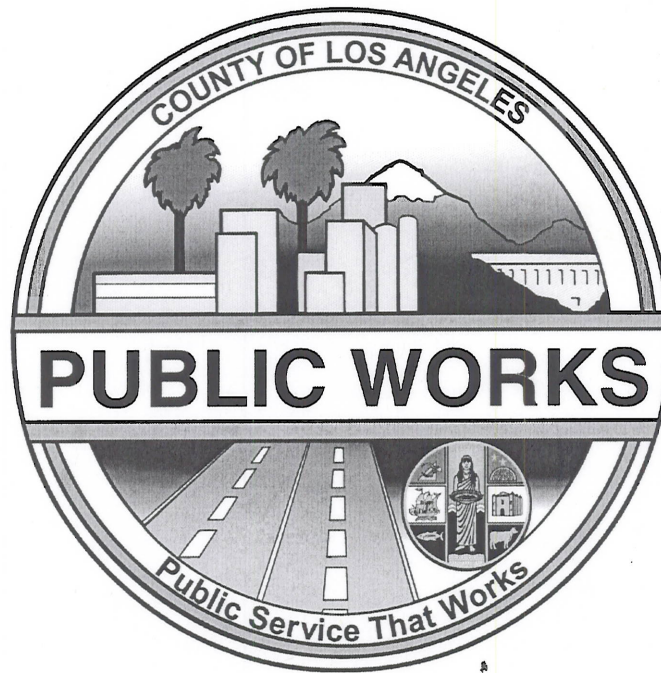
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

ARAKELIAN ENTERPRISES, INC., D.B.A. ATHENS SERVICES

FOR

STREET SWEEPING SERVICES – ROWLAND HEIGHTS

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- EXHIBIT J Sample Fuel Adjustment**

AGREEMENT FOR

STREET SWEEPING SERVICES – ROWLAND HEIGHTS

THIS AGREEMENT, made and entered into this 13th day of November, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and ARAKELIAN ENTERPRISES, INC., d.b.a. ATHENS SERVICES, a 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 July 12, 2012, hereby agrees to provide services as described in this Contract for Street Sweeping Services – Rowland Heights.

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, Road District 119/519 Maps, Exhibit G, Rowland Heights Maps, Exhibit H, Trash Pick Up Schedules, Exhibit I, Alternate Day Sweeping Schedule, Exhibit J, Sample Fuel Adjustment; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

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-2.1, an amount not to exceed \$233,171 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 December 2, 2012 or Board approval, whichever occurs last. 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.

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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-2.1, 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 unit prices of compensation set forth in Form PW-2.1 (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) or its equivalent. 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 renewal month of the contract. 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 J. 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 (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.

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 J, 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.

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



COUNTY OF LOS ANGELES

By *Ben Yaruslavsky*
Chairman, Board of Supervisors

ATTEST:

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

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

By *Antola*
Deputy

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors
By *Antola*
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By *Carole Suzuki*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

[NAME OF CONTRACTOR]

By *[Signature]*
Its President

25

NOV 13 2012

Ron Arakelian, Jr.
Type or Print Name

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By *[Signature]*
Its Secretary

Michael Arakelian
Type or Print Name

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 9, 2012 before me, Debra Ann Rojas, Notary Public,
(Here insert name and title of the officer)

personally appeared Ron Arakelian Jr and Michael Arakelian

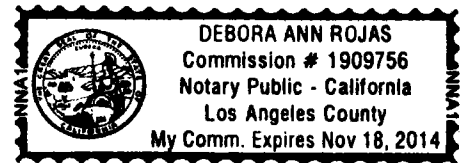
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument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

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

WITNESS my hand and official seal.

Debra Ann Rojas
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement - Co. of LA Reg. Pub. Wks &
(Title or description of attached document)

AEI dba Athens Services Street Sweeping
(Title or description of attached document continued)
Ronald H. Hertz

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCOPE OF WORK

STREET SWEEPING SERVICES

A. Public Works Contract Manager

Public Works Contract Manager will be 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.lacountv.gov, Monday through Thursday, and alternate Fridays, 7 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

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

Exhibit F — RD 119/519

Exhibit G — Rowland Heights

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

Sweeping an alley shall normally consist of a single swept path, both brooms down, on each side to the alley adjacent and to the right of the flow line or

centerline of the alley at a maximum speed of not more than six miles per hour.

Water shall be used while sweeping to minimize dust. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's paragraph I, "Standard of Performance", below, 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, end of alleys, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned to comply with this Exhibit's paragraph I, "Standard of Performance", below.

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. A list of posted streets shall be provided to the Contractor at the start of the contract.
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://dpw.lacounty.gov/epd/tcis//Residential/FranchiseAreas.aspx>.
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

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.

Contractor shall have 30 days after receiving notification of contract award 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

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 Year's Day.

H. Plans and Specifications

Included as part of this Contract are Exhibits F through G Project Location/Vicinity Maps showing the locations of streets and alleys included in this service area.

The Plans, these Specifications (Exhibit A), 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.

I. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure 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 R, "Inspection and Acceptance of the Work".

J. Contractor's Sweepers Mandatory Requirements

The type of equipment utilized in this service shall be stated on the Statement of Equipment Form (Form PW-18). Contractor shall use mechanical (broom) sweepers or vacuum (regenerative air) sweepers.

K. 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.

L. 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".

M. Storage Facilities

The County will not provide storage facilities for the Contractor.

N. 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 within or outside of public rights of way, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

O. 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.

P. 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 non-implementation of the specified BMPs. The County may deduct, from the payment due to Contractor, amounts necessary to cover such fines and costs.

Q. 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.

R. Inspection and Acceptance of the Work

Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph Z, "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 Plans and Specifications. 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. There shall not be an inordinate amount of debris, which would indicate that the location had not been swept properly.

S. Temporary Suspension of Work

The work may be rescheduled or suspended due to unforeseen conditions impacting work as determined by the Contract Manager. Contractor shall comply immediately with any written order of the Contract Manager suspending or rescheduling work. Upon notification by Contract Manager, Contractor shall cease work to the extent specified in the notice and shall complete performance of any part of the work not suspended or rescheduled. Such suspension shall be without liability to the County.

T. 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 Plans and Specifications.

U. 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 I, "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 re-sweeping 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 Contractor's office to maintain contact with the sweeper operator.

V. 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 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 shall be able to generate and print reports at any time from the GPS.
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.

W. 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.

X. Measurement

The Contractor is required to design an approved weekly "alternate day" sweeping schedule. 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 AA, "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.

Y. 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.

Z. 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.

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

Compensation for 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.

BB. 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 I, "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 AA, "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 I, "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.

CC. 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 through G). 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.

DD. 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.

EE. 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 in accordance with Exhibit B, Section 2, Item A.4., 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.
- 4. 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.

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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. Contractor's Employee Criminal Background Investigation

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.

- 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.
 - 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 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 rates 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.

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. 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 F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
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 or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. 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.
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.
 - 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.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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 2011 are less than \$49,078 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, 2012.

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 2011 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 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 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 tax return.

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

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

www.baby-safe-la.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In 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?

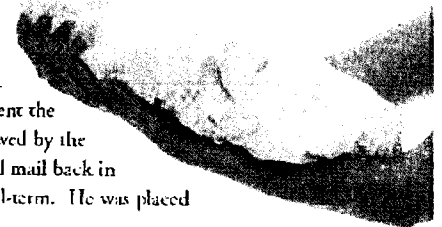
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

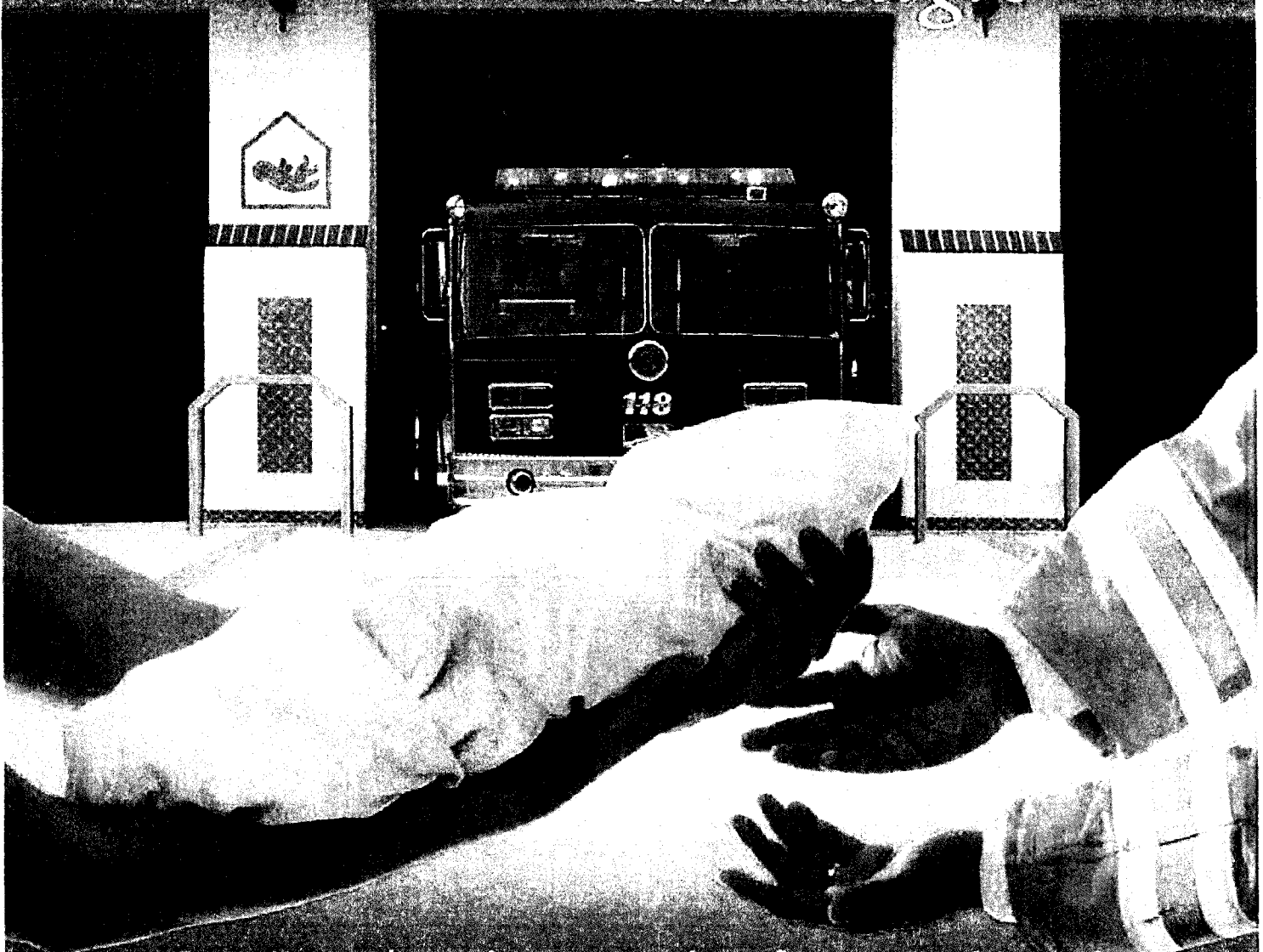
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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.



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 pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeia.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

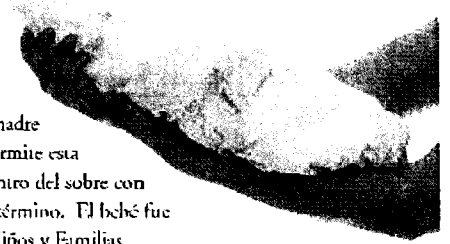
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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 brazaletes 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.

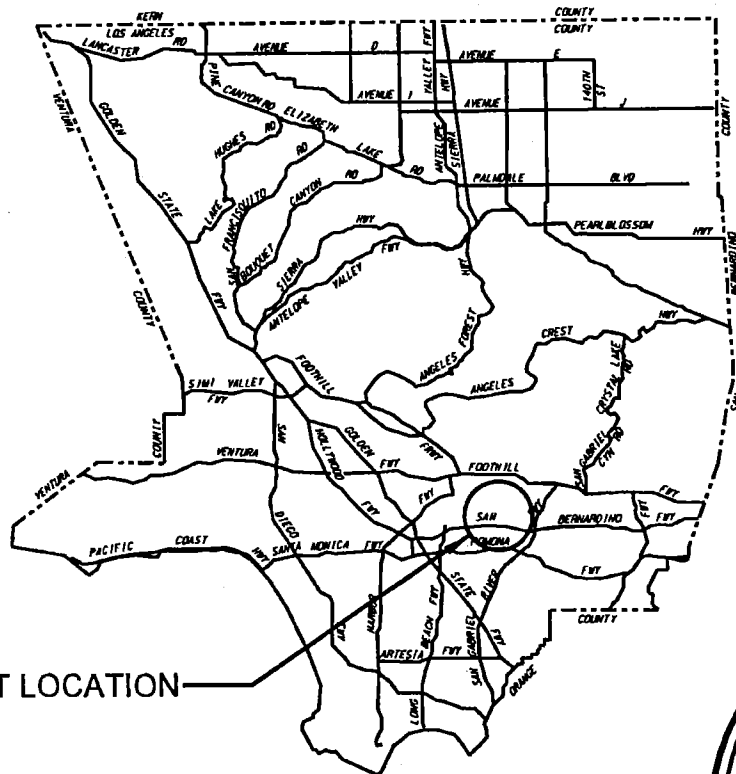
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD1506007
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

RD 119/519 AREA STREET SWEEPING

TOTAL LENGTH = 216.0 MILES



PROJECT LOCATION

VICINITY MAP
No Scale



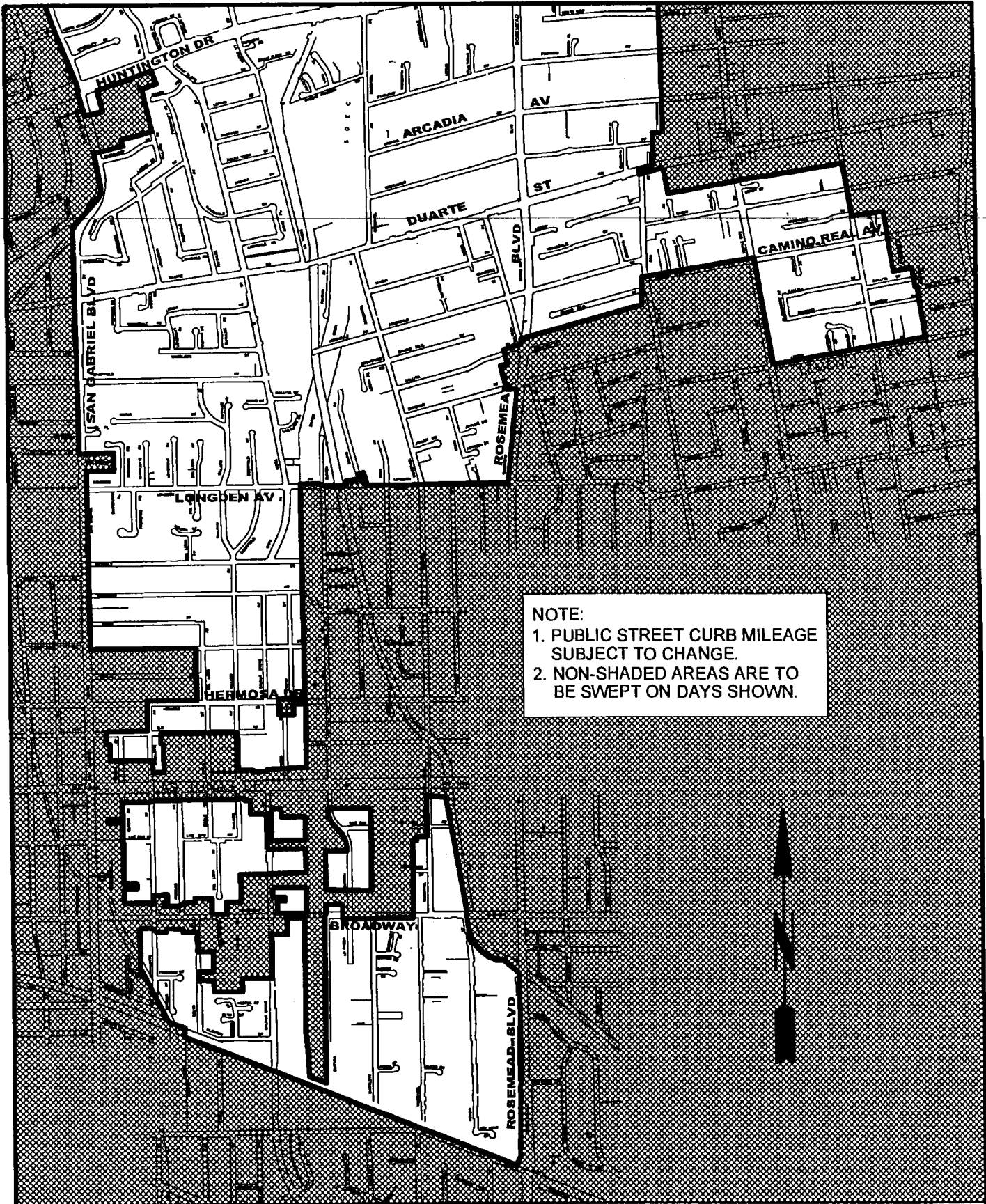
INDEX OF SHEETS

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SHEET	2 - 9	Location Maps
SHEET	10 - 11	Summary, Alleys & Medians

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

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

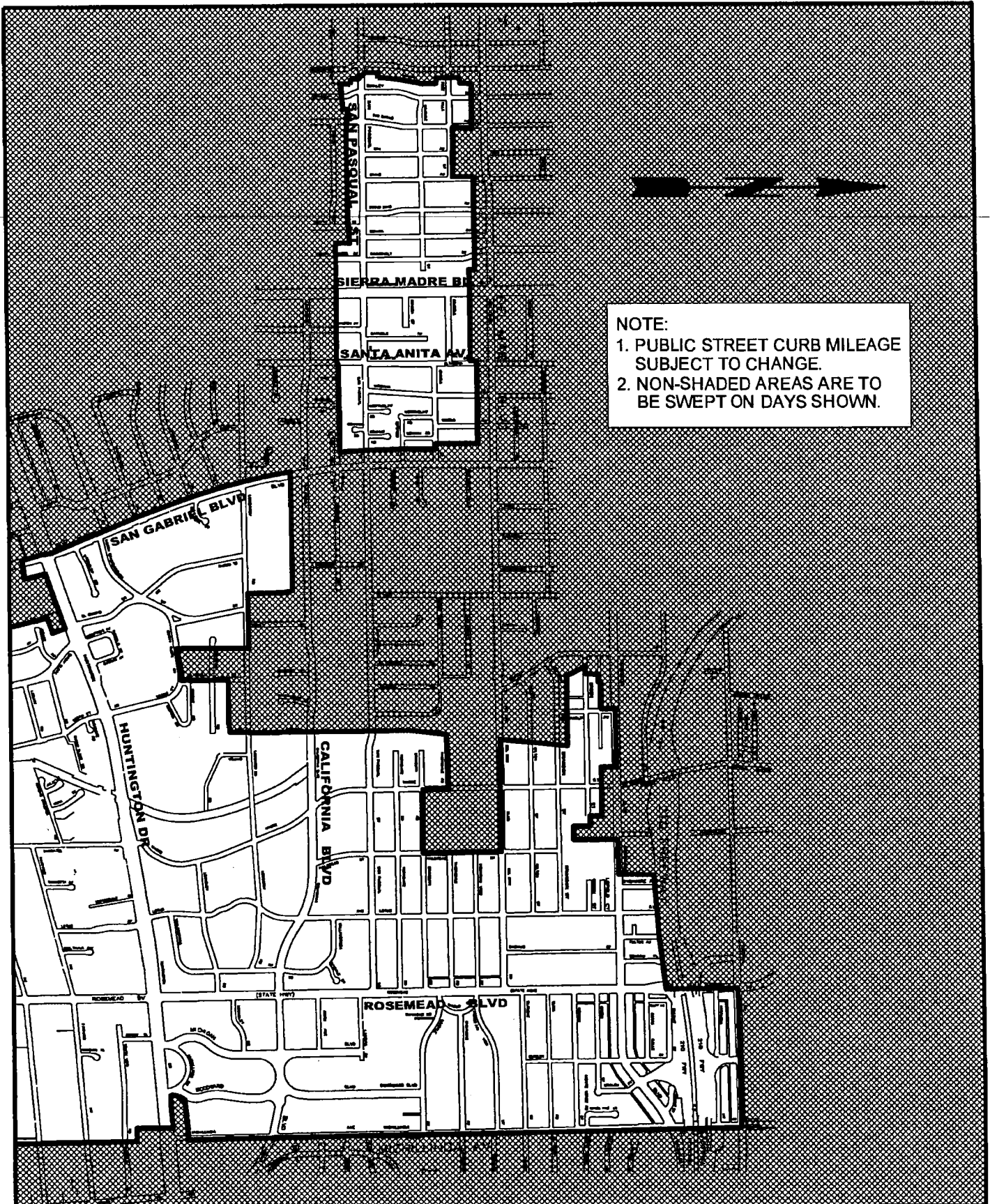
PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 11 SHTS.
D. OBOZA	C 70709	D. OBOZA	D. OBOZA	DWG. NO.



NOTE:
 1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
 2. NON-SHADED AREAS ARE TO BE SWEEPED ON DAYS SHOWN.

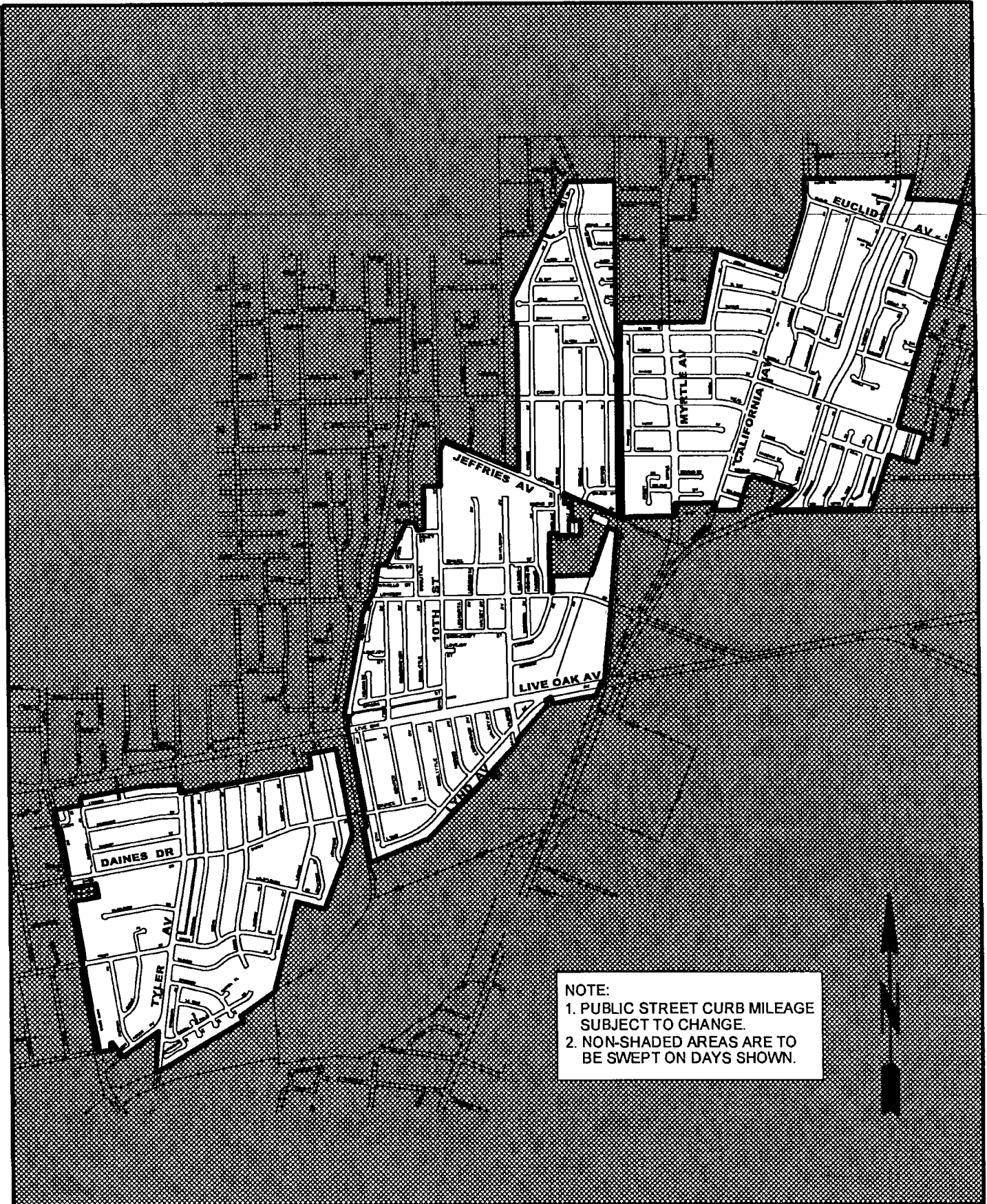


PROJECT NAME		RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No.	
						RMD1506007	
PROJECT ENGINEER	D. OBOZA	C.E. NO.	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE	SHEET
		C 70709	ROAD MAINTENANCE DIVISION - DISTRICT 1	596		NONE	2 OF 11

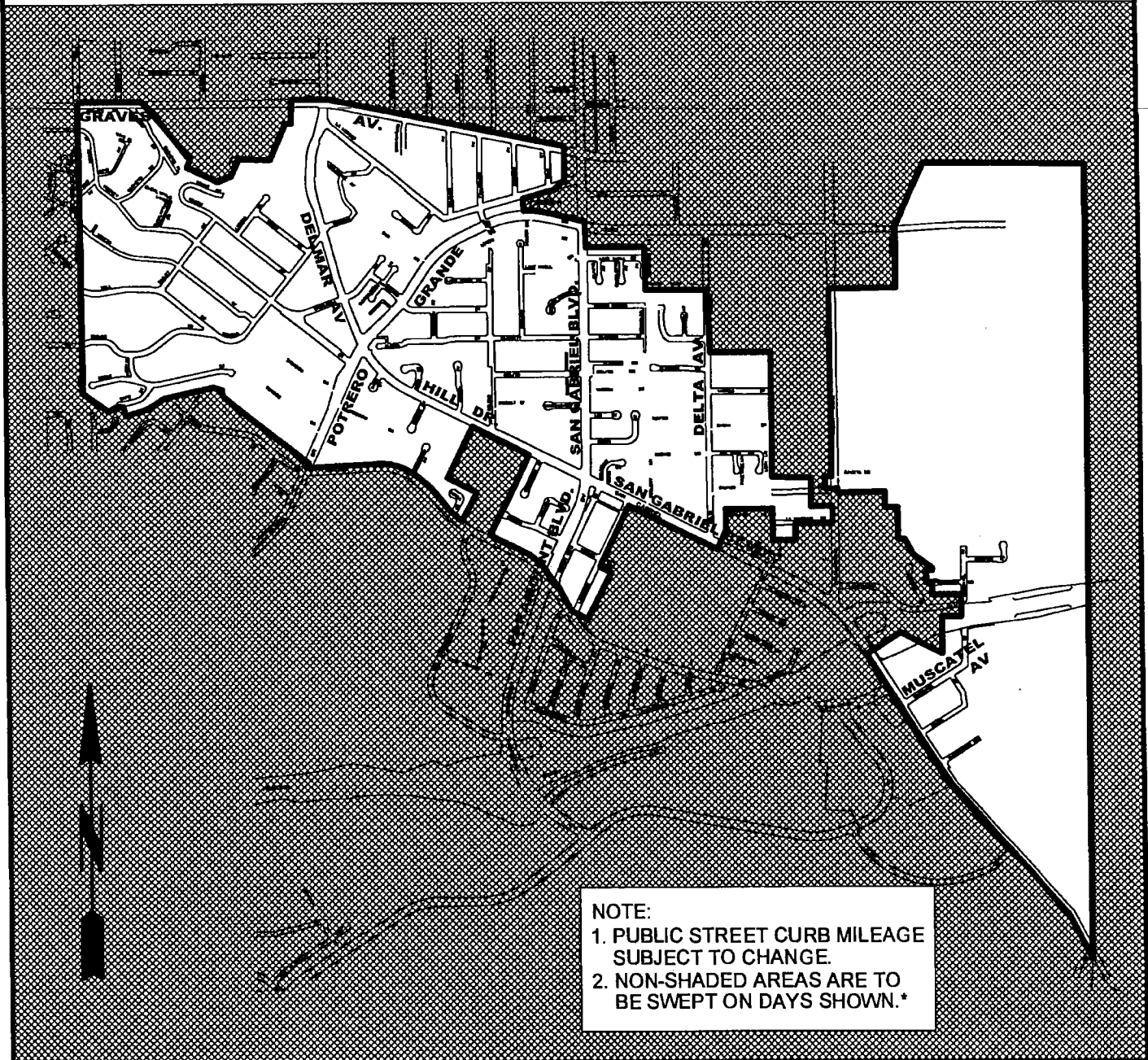


NOTE:
 1. PUBLIC STREET CURB MILEAGE
 SUBJECT TO CHANGE.
 2. NON-SHADED AREAS ARE TO
 BE SWEEPED ON DAYS SHOWN.

PROJECT NAME RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007		
PROJECT ENGINEER D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 566	FILENAME	SCALE NONE	SHEET 3 OF 11

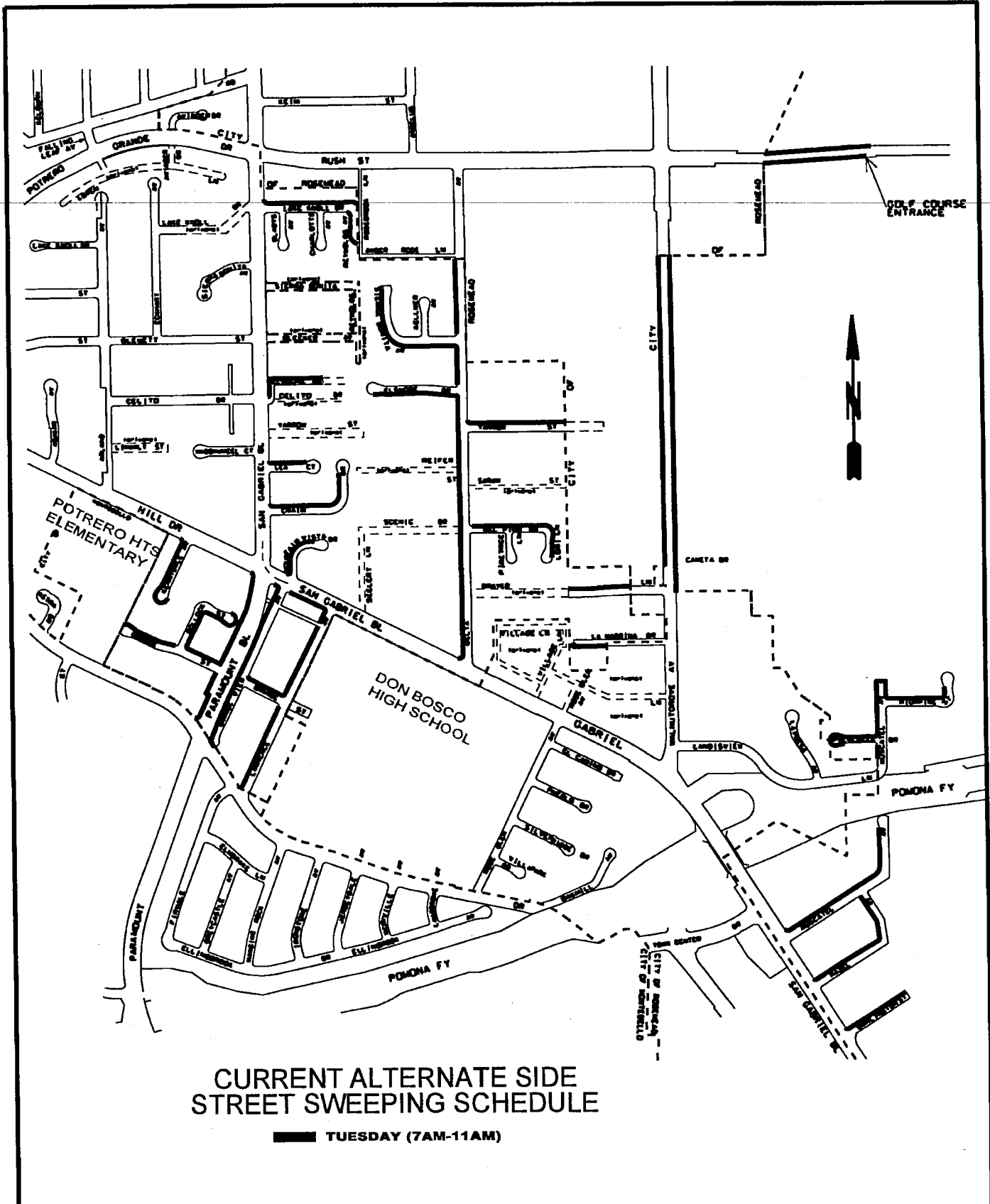


PROJECT NAME		RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 567, 597	FILENAME	SCALE NONE	SHEET 4 OF 11

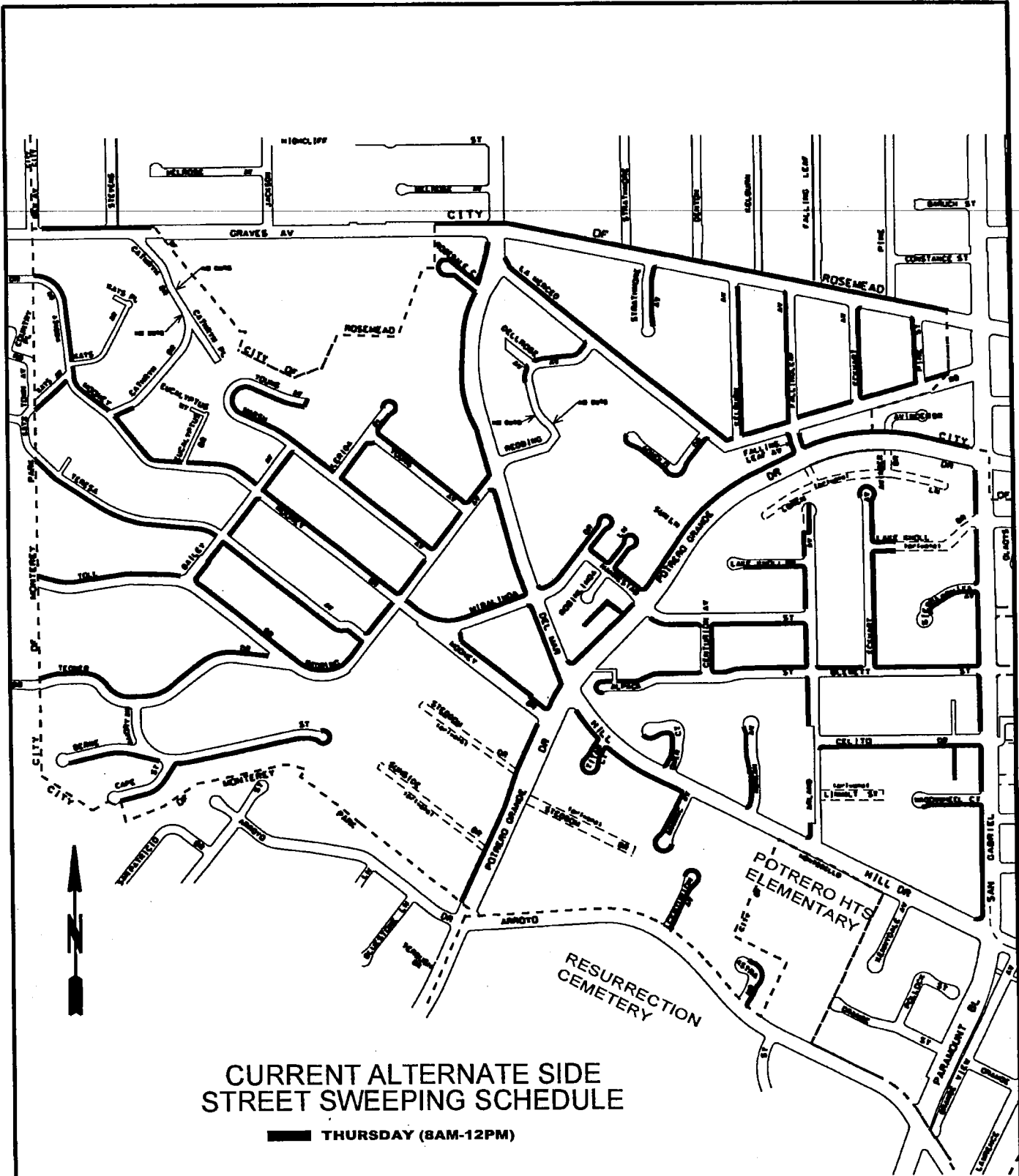


* NOTE: THE AREAS ON THIS SHEET ARE SWEEPED ON AN ALTERNATE DAY SCHEDULE. REFER TO SHEETS 6 - 9 FOR SPECIFIC SCHEDULE.

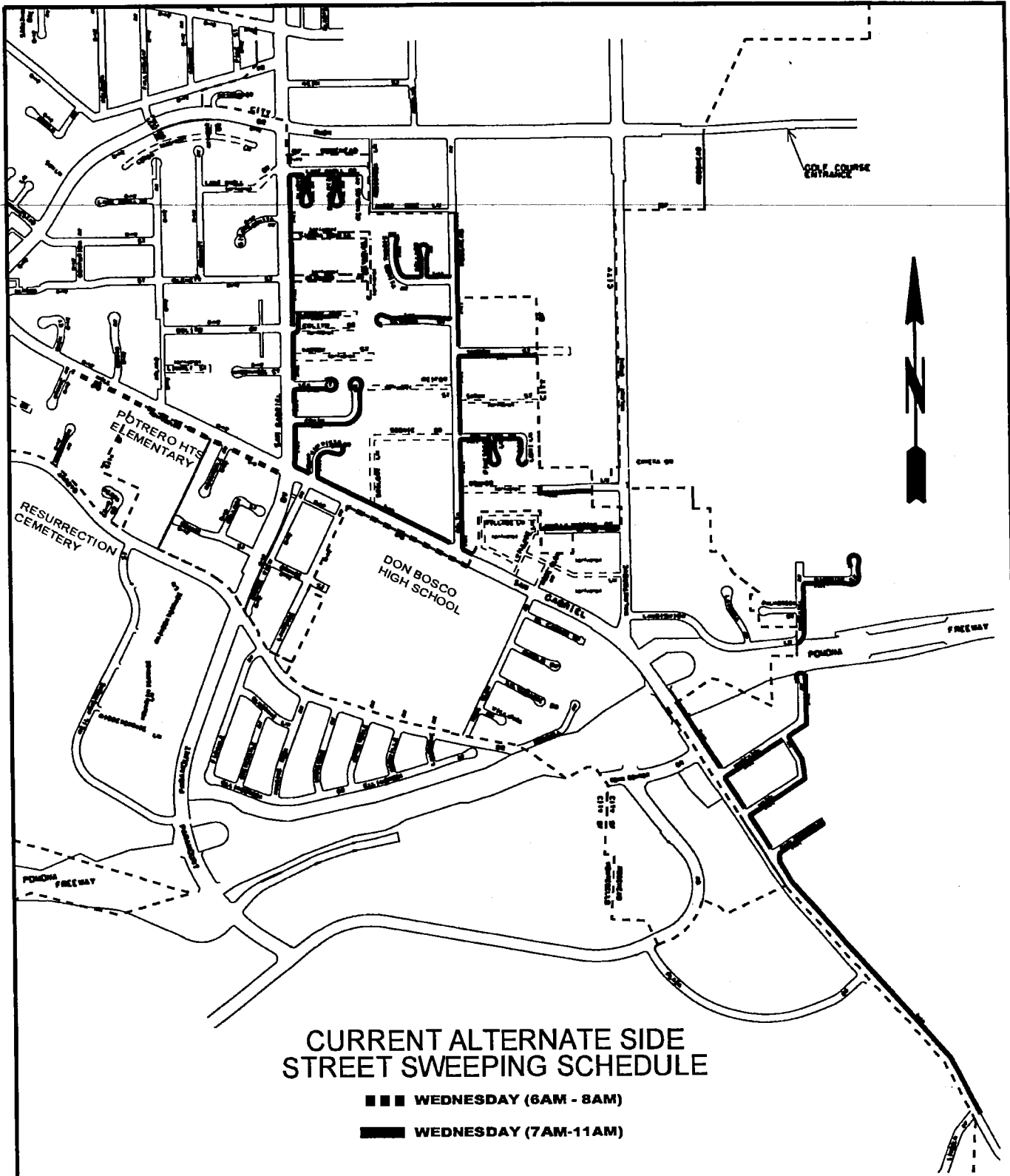
PROJECT NAME RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
PROJECT ENGINEER D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 636	FILENAME	SCALE NONE
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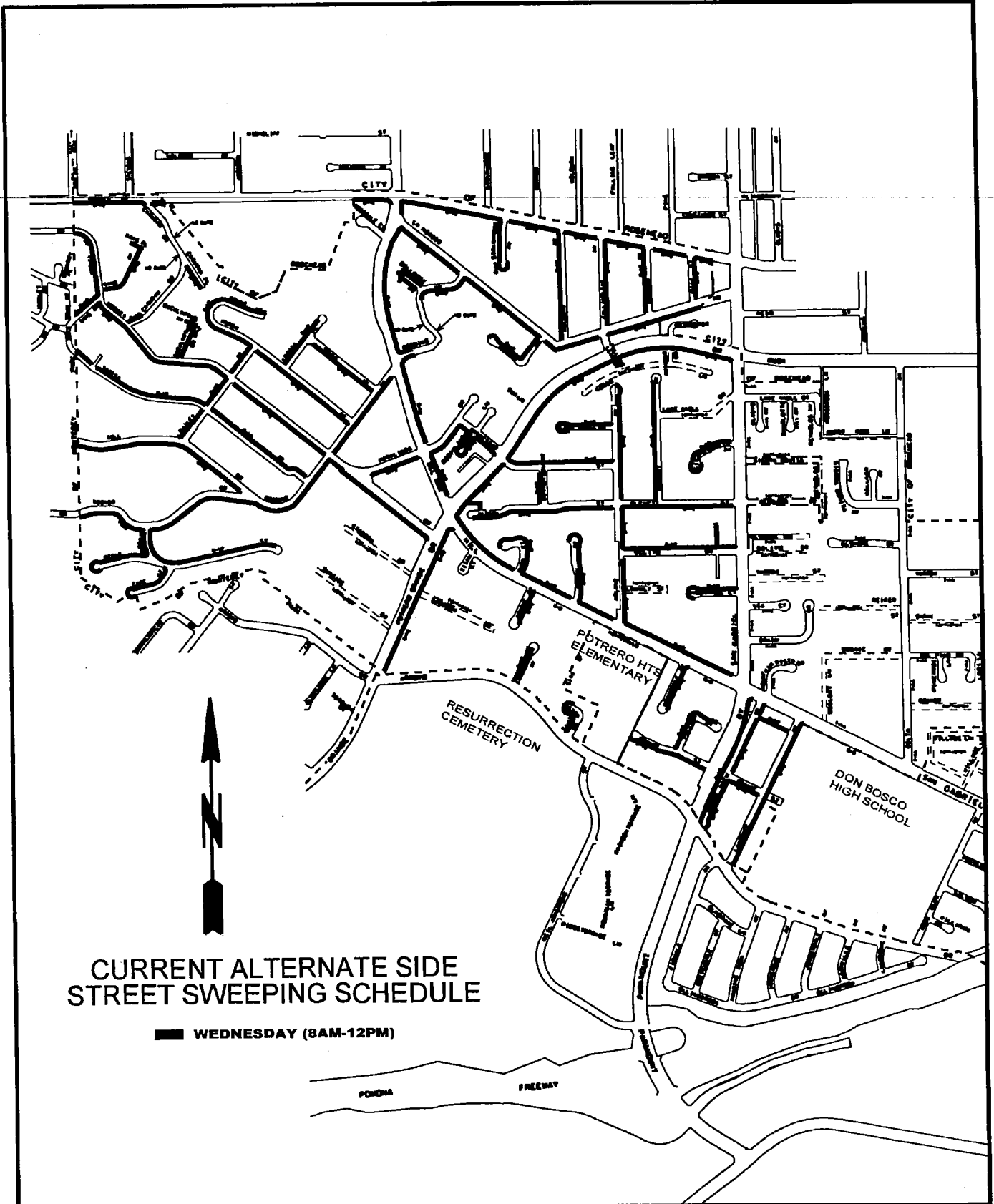
PROJECT NAME RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
PROJECT ENGINEER D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE
				SHEET 6 OF 11	



PROJECT NAME RD 119/59 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
PROJECT ENGINEER D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE
				SHEET 7 OF 11	



PROJECT NAME		RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE	SHEET 8 OF 11



CURRENT ALTERNATE SIDE STREET SWEEPING SCHEDULE

■ WEDNESDAY (8AM-12PM)

PROJECT NAME

RD 119/519 AREA STREET SWEEPING

PROJECT I.D. No.
RMD1506007

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
9 OF 11

**ALLEYS
(TO BE SWEEPED EVERY WEEK)**

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

PROJECT NAME		RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
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 10 OF 11

**CURBED MEDIANS
(TO BE SWEPT EVERY WEEK)**

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

SUMMARY OF CURB MILES

<u>TYPE</u>	<u>CURB MILES</u>
Streets and Highways	198.53
Raised Curbed Medlans	12.10
Paved Alleys	<u>5.37</u>
TOTAL CURB MILES:	216.00

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2, 3, 4 AND 5 ARE TO BE SWEPT WEEKLY.

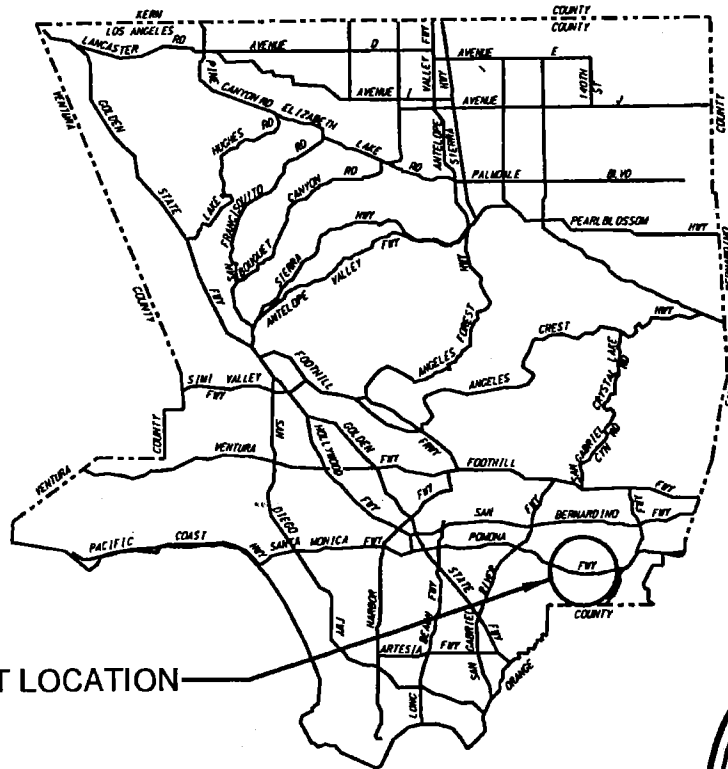
PROJECT NAME	RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007		
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE	SHEET 11 OF 11

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD1406004
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

ROWLAND HEIGHTS STREET SWEEPING

TOTAL LENGTH = 198.0 MILES



PROJECT LOCATION

VICINITY MAP
No Scale



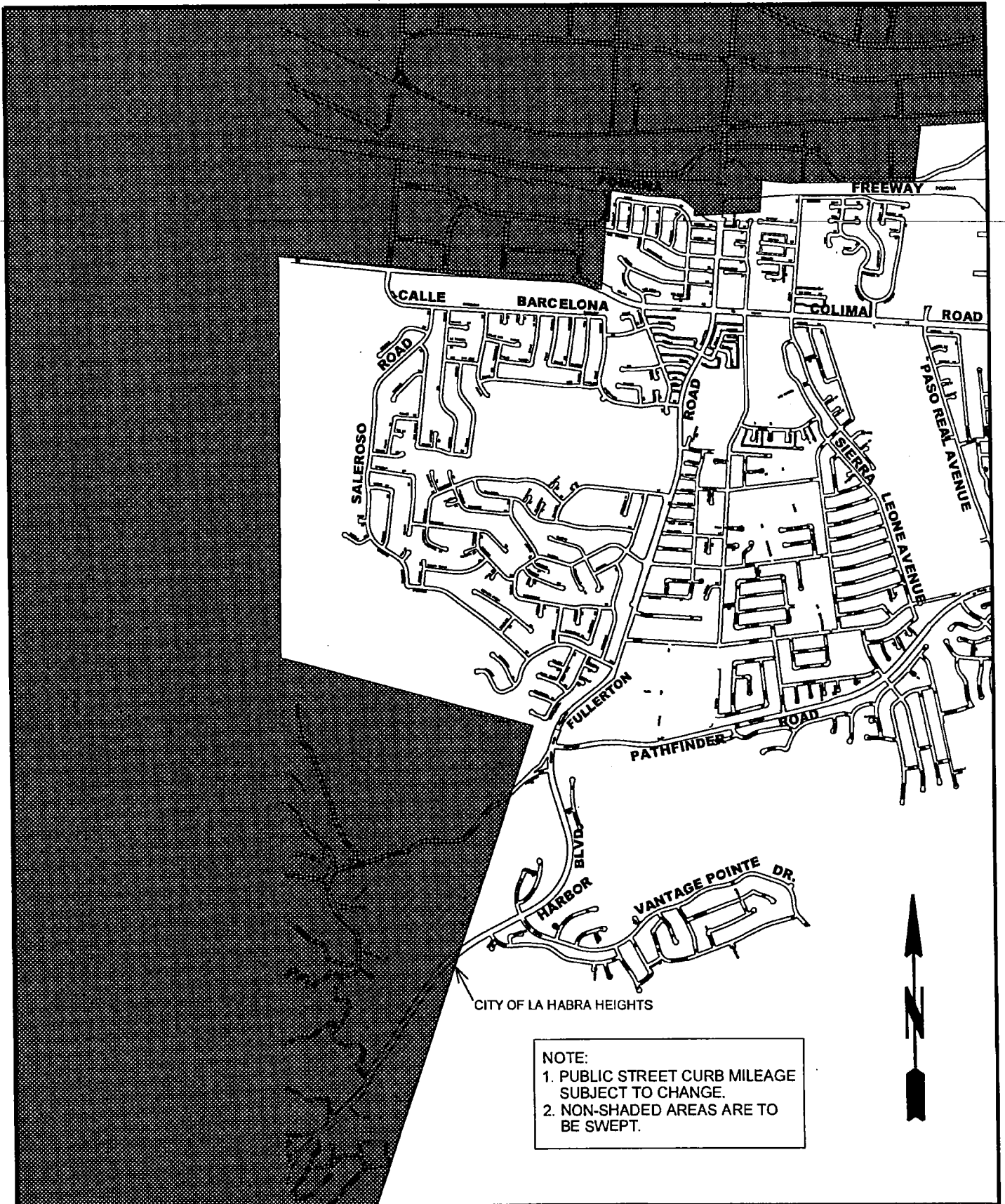
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SHEET	2 - 3	Location Maps
SHEET	4 - 5	Summary, Alleys & Medians

REFERENCES THOMAS GUIDE 678, 679, 708, 709
ROAD DISTRICT 417

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

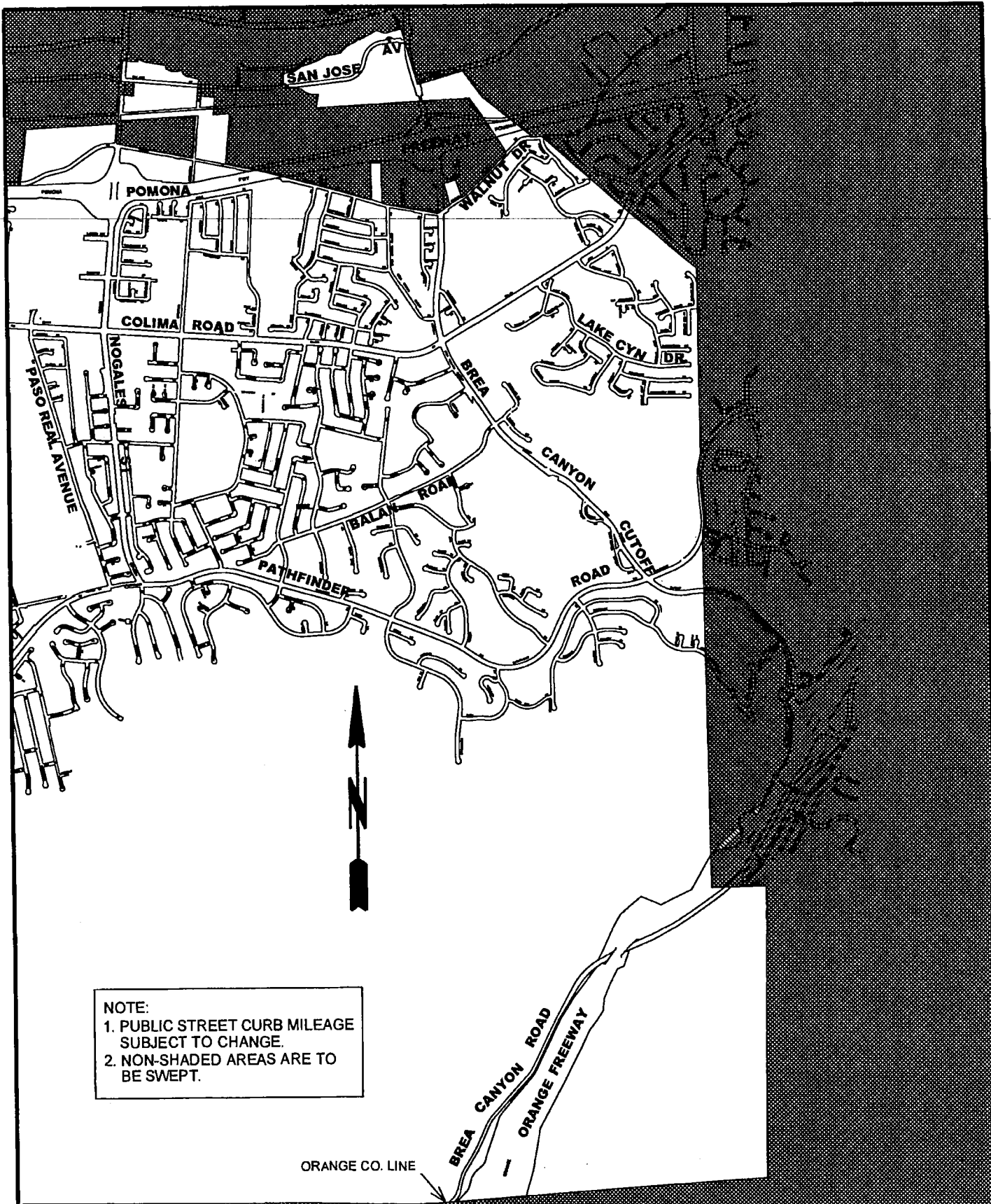
PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 5 SHTS.
D. OBOZA	C 70709	D. OBOZA	D. OBOZA	DWG. NO.



CITY OF LA HABRA HEIGHTS

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

PROJECT NAME				PROJECT I.D. No.		
ROWLAND HEIGHTS STREET SWEEPING				RMD1406004		
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - OISTRCT 1	T.G. 678, 708	FILENAME	SCALE NONE
					SHEET	2 OF 5



PROJECT NAME		ROWLAND HEIGHTS STREET SWEEPING			PROJECT I.D. No. RMD1406004	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 679, 709	FILENAME	SCALE NONE
					SHEET 3 OF 5	

ALLEYS
(TO BE SWEEPED EVERY WEEK)

<u>ALLEY LOCATION</u>	<u>LIMITS</u>	<u>CURB MILES</u>
Alley E/o Alberca Drive	Vidora Drive to Alley S/o Vidora Drive	0.05
Alley E/o Batson Avenue	Vidora Drive to Alley S/o Vidora Drive	0.06
Alley E/o Fullerton Road	Alley S/o Colima Road to Camino Bello	0.08
Alley E/o La Cueva Drive	Vidora Drive to S/o Vidora Drive	0.05
Alley E/o Vivero Drive	Vidora Drive to Alley S/o Vidora Drive	0.05
Alley N/o Camino Bello	Larkvane Road to Alley W/o Fullerton Road	0.16
Alley N/o Camino Viejo	Camino Bello to Alley W/o Batson Avenue	0.04
Alley N/o Crosshaven Drive	Larkvane Road to E/o Larkvane Road	0.03
Alley N/o Desidia Street	Desidia Street West to Desidia Street East	0.12
Alley N/o Rio Seco Drive	Jellick Avenue to E/o Jellick Avenue	0.13
Alley N/o Via Amorosa	Larkvane Road to E/o Larkvane Road	0.10
Alley N/o Via Calma	Larkvane Road to E/o Larkvane Road	0.12
Alley N/o Via Dicha	Larkvane Road to E/o Larkvane Road	0.06
Alley S/o Camino Bello	Camino Bello to S/o Camino Bello	0.14
Alley S/o Colima Road	Alley E/o Fullerton Road to Batson Avenue	0.09
Alley S/o Desidia Avenue	Desidia Street West to Desidia Street East	0.17
Alley S/o Rio Seco Drive	Jellick Avenue to Rio Seco Drive	0.13
Alley S/o Vidora Drive	Alley E/o Batson Avenue to Alley E/o Alberca Drive	0.20
Alley W/o Batson Avenue	Camino Bello to Camino Viejo	0.13
Alley W/o Fullerton Road	Alley N/o Camino Bello to Camino Bello	<u>0.03</u>

TOTAL PAVED ALLEY MILES: 1.94

PROJECT NAME		ROWLAND HEIGHTS STREET SWEEPING				PROJECT I.D. No. RMD1406004	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE	SHEET 4 OF 5

**CURBED MEDIANS
(TO BE SWEEPED EVERY WEEK)**

<u>CURB STREET NAME</u>	<u>LIMITS</u>	<u>SIDE</u>	<u>MILES</u>
Brea Canyon Road	S/o Orange Freeway	B/S	0.89
Brea Canyon Cutoff Road	Colima Road to S/o Colima Road	B/S	0.39
Colima Road	City of Industry Line to E/o Brea Canyon Cutoff Road	B/S	1.51
Fairway Drive	Howell Road to U.P.R.R.	B/S	0.11
Fairway Drive	Walnut Drive to Colima Road	B/S	0.92
Harbor Boulevard	Pathfinder Road to Orange County Line	B/S	1.69
Hillrise Drive	Pathfinder Road to S/o Pathfinder Road	B/S	0.05
Lake Canyon Road	At Colima Road	B/S	0.02
Nogales Street	S/o Colima Road to Pomona Freeway	B/S	0.60
Nogales Street	330' N/o San Jose Ave to San Jose Ave	B/S	0.14
Nogales Street	200' S/o San Jose Ave to N/o R.R.	B/S	<u>0.16</u>
TOTAL CURB MILES:			6.48

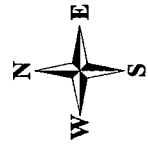
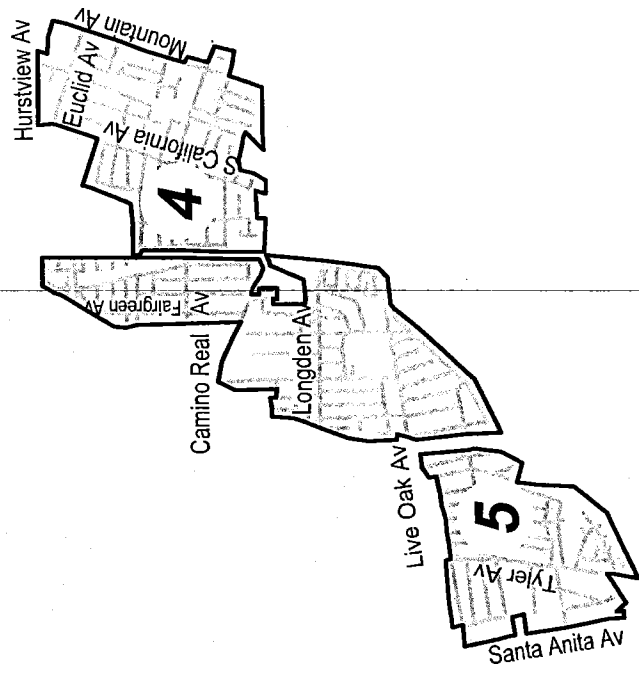
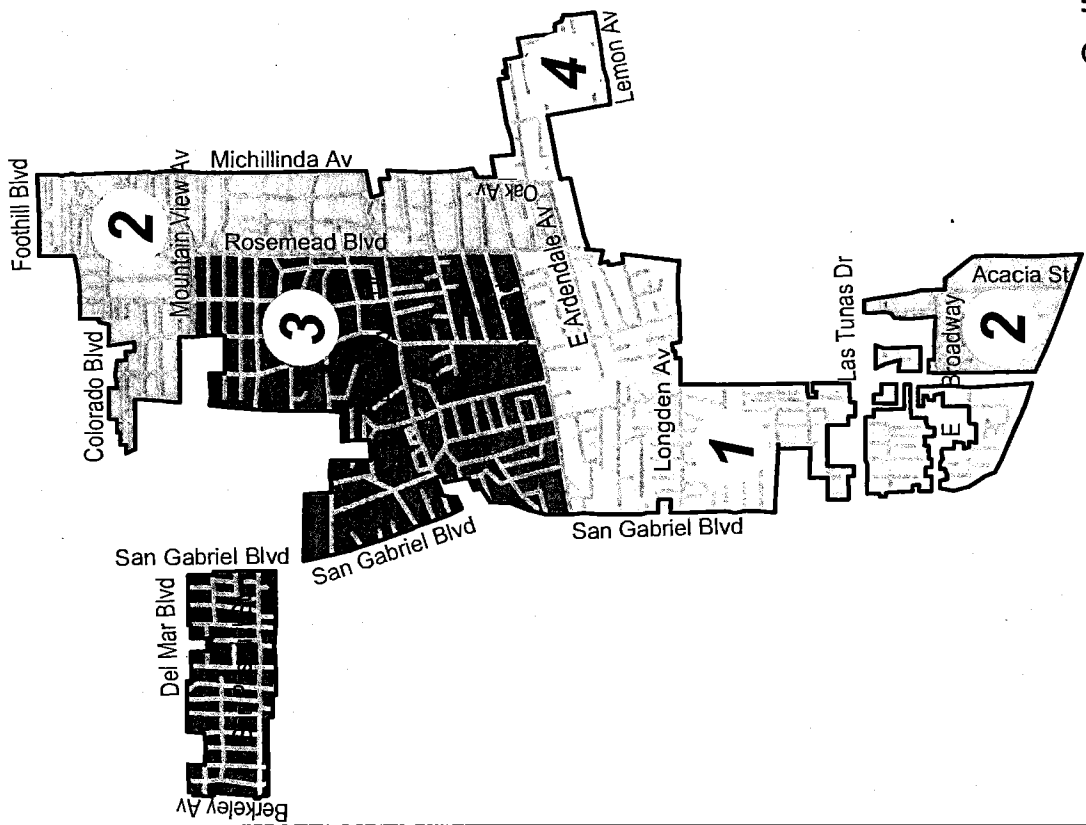
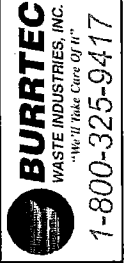
SUMMARY OF CURB MILES

<u>TYPE</u>	<u>CURB MILES</u>
Streets and Highways	189.58
Raised Curbed Medians	6.48
Paved Alleys	<u>1.94</u>
TOTAL CURB MILES: 198.00	

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2 AND 3 ARE TO BE SWEEPED WEEKLY.

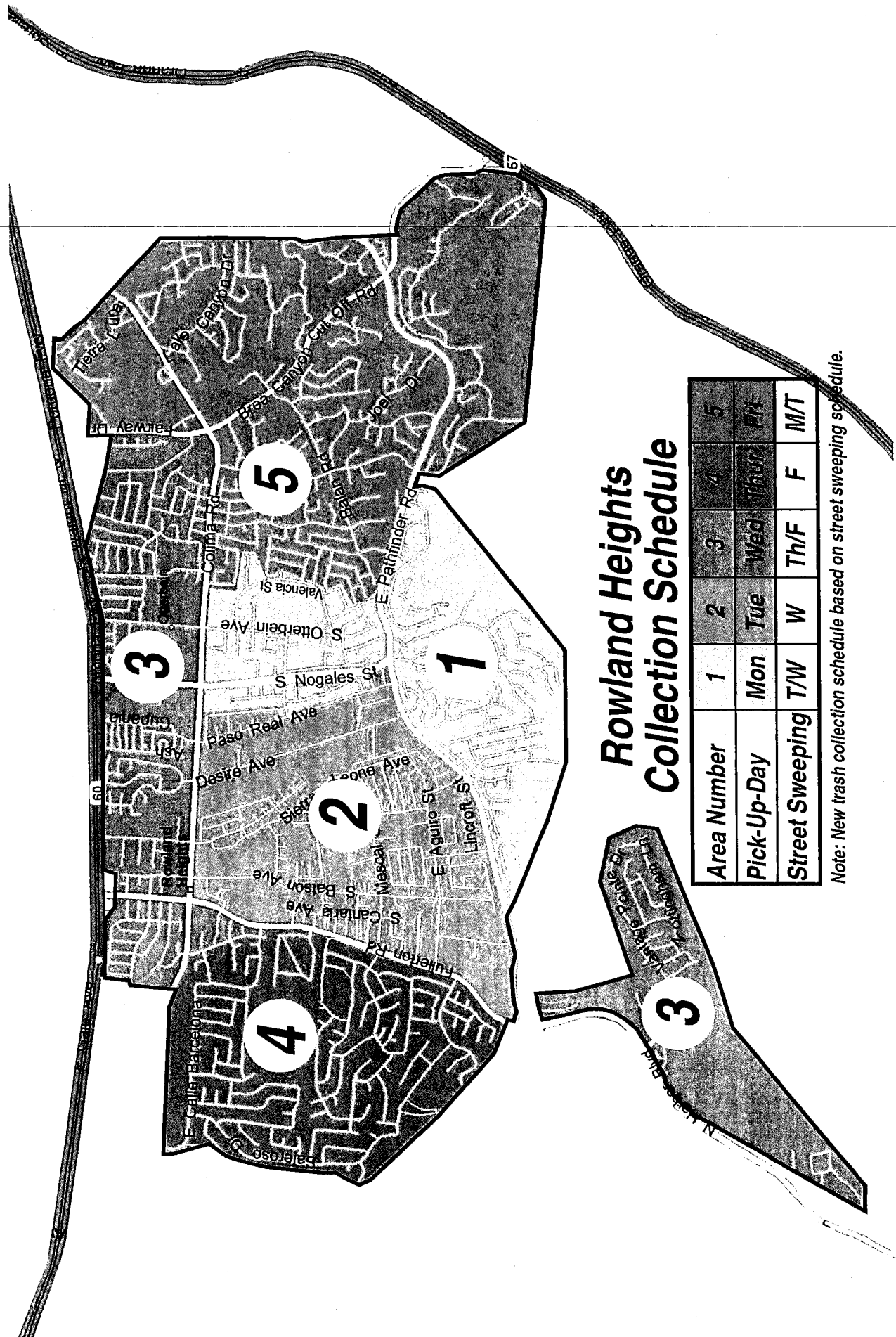
PROJECT NAME		ROWLAND HEIGHTS STREET SWEEPING				PROJECT I.D. No. RMD1406004	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE	SHEET 5 OF 5

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



Collection Schedule

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



Rowland Heights Collection Schedule

Area Number	1	2	3	4	5
Pick-Up-Day	Mon	Tue	Wed	Thur	Fri
Street Sweeping	T/W	W	Th/F	F	M/T

Note: New trash collection schedule based on street sweeping schedule.

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: 20% (from Agreement)

Proposal due date: November 2007

First Potential Fuel Adjustment will be done beginning on the month of this Contract's start date and thereafter at each successive three months interval.

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - January 2008*	173.7 cents per Gallon
Diesel (On-Highway) - April 2008**	218.7 cents per Gallon

$$\frac{218.7 - 173.7}{173.7} \times 100 = \underline{\mathbf{25.9\%}}$$

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

(20% of Unit rate x Percent Change in Diesel Price) - PER AGREEMENT

$$= 20\% \times \$15.00 \times 25.9\% = \underline{\mathbf{\$0.77}}$$

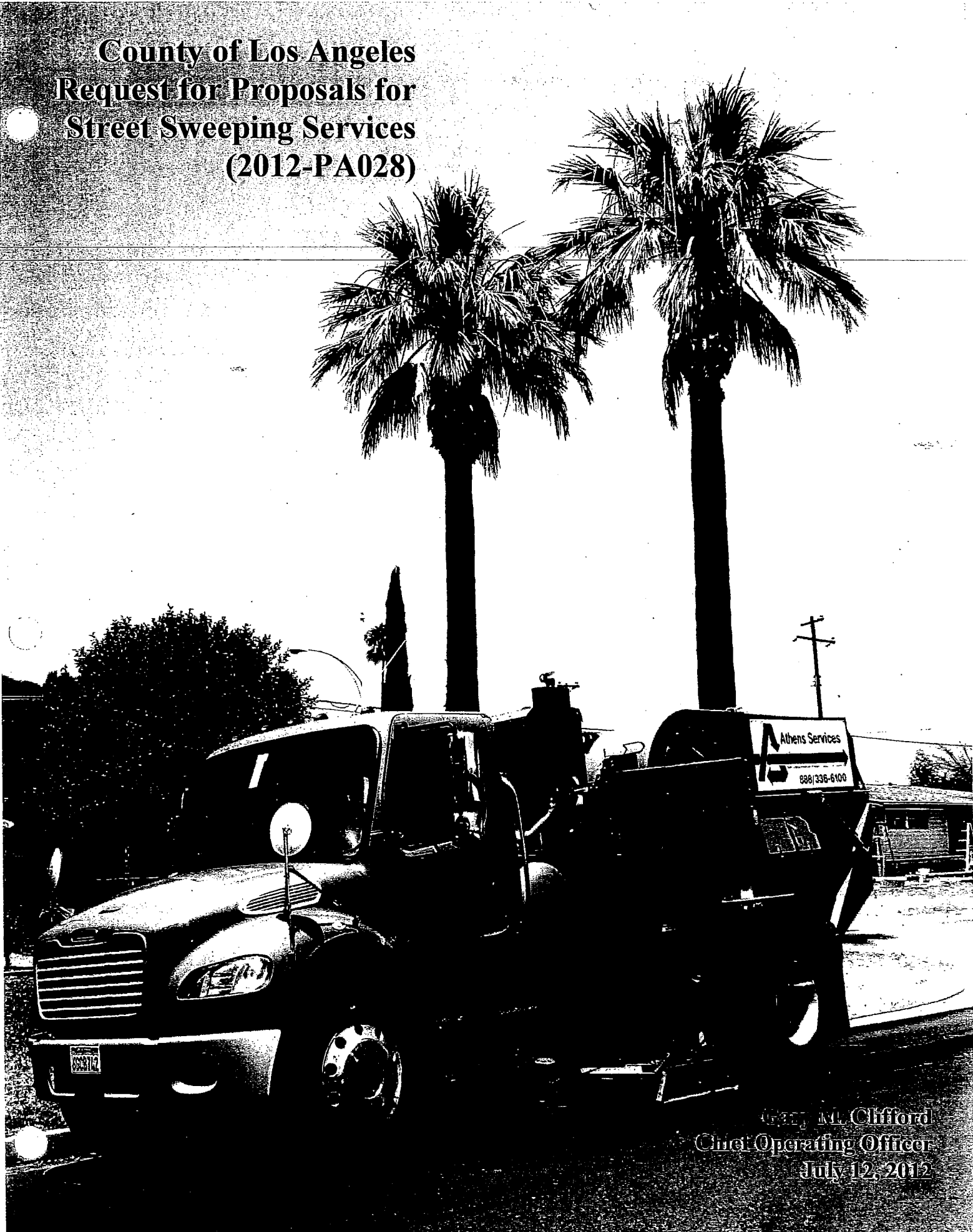
$$= \underline{\mathbf{\$0.77 \text{ Fuel Adjustment (increase)}}$$

Adjusted Unit Rate for July 2009: \$15.00 + \$0.47 = **\$15.77**

*Contract Start Date

**Most recently published fuel price for the requesting month (Three months after start of the Contract).

**County of Los Angeles
Request for Proposals for
Street Sweeping Services
(2012-PA028)**



**Gary M. Clifford
Chief Operating Officer
July 12, 2012**



Section Two

Table of Contents

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Section Nine	Financial Resources
Section Ten	Licenses and Certifications
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Section Twelve	Record Keeping
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Section Fourteen	Subcontractor's Forms List
Section Fifteen	Living Wage Ordinance – Application for Exemption
Section Sixteen	Additional Information



Section Three

Letter of Transmittal

Please see the next page.



July 12, 2012

Andres Campaz
County of Los Angeles
Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803-1331

Dear Mr. Campaz:

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

Athens Services is a fourth generation, family owned, and locally operated solid waste collection, processing, and street sweeping company operating in the greater Los Angeles region that has been providing street sweeping services for Los Angeles County for over 25 years.

We are the current service provider for the Rowland Heights contract area and as such has successfully passed all audits and requirements by the County of Los Angeles.

Our current collection operations and facilities are ideally suited to provide the County of Los Angeles with the best and most cost effective service. Our proposal fully addresses all requirements of the request and provides an excellent rate package for consideration.

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

Thank you.

Sincerely,

Gary M. Clifford
Chief Operating Officer
GClifford@AthensServices.com
Athens Services
PO Box 60009
Industry, CA 91716
(626) 336-3636



Section Four

Support Documents for Corporations and LLC's

Please see the page that follows for the document required by the RFP.



**State of California
Secretary of State**

S

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

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME
Arakelian Enterprises, Inc.
P.O. Box 60009
City of Industry, CA 91716-0009
Due 2/28/12

2. CALIFORNIA CORPORATE NUMBER
C1494158

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 14048 Valley Blvd.	CITY City of Industry	STATE CA	ZIP CODE 91746
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 14048 Valley Blvd.	CITY City of Industry	STATE CA	ZIP CODE 91746
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 P.O. Box 60009	CITY City of Industry	STATE CA	ZIP CODE 91716-0009

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ Ronald J. Arakelian, Jr.	ADDRESS 14048 Valley Blvd.	CITY City of Industry	STATE CA	ZIP CODE 91746
8. SECRETARY Michael R. Arakelian	ADDRESS 14048 Valley Blvd.	CITY City of Industry	STATE CA	ZIP CODE 91746
9. CHIEF FINANCIAL OFFICER/ Gregory Huntington	ADDRESS 14048 Valley Blvd.	CITY City of Industry	STATE CA	ZIP CODE 91746

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.)

10. NAME Ronald J. Arakelian, Jr.	ADDRESS 14048 Valley Blvd.	CITY City of Industry	STATE CA	ZIP CODE 91746
11. NAME Michael R. Arakelian	ADDRESS 14048 Valley Blvd.	CITY City of Industry	STATE CA	ZIP CODE 91746
12. NAME Ronald J. Arakelian III	ADDRESS 14048 Valley Blvd.	CITY City of Industry	STATE CA	ZIP CODE 91746

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
Kevin P. Hanlin

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL. CITY
14048 Valley Blvd., City of Industry

STATE
CA

ZIP CODE
91746

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Trash Collection, Recycle, Transfer and Disposal

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

2/27/12 Chris Jensen Controller
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE

[Signature]
SIGNATURE

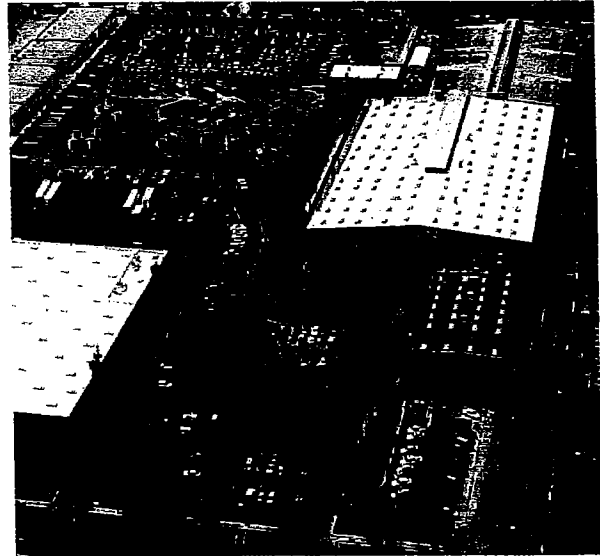
Section Five

Experience

Background

Athens Services, has been providing refuse removal and recycling services in Southern California for over 50 years. We are family-owned and operated, offering a variety of state-of-the-art services, including automated waste collection, mixed-waste material recovery and recycling, green waste recycling, organics collection and processing, and, of course, street sweeping services.

Athens is a fourth generation, family owned business. Three generations are actively involved in all aspects of the company's business. This provides great continuity and commitment that sets Athens apart from its competitors.



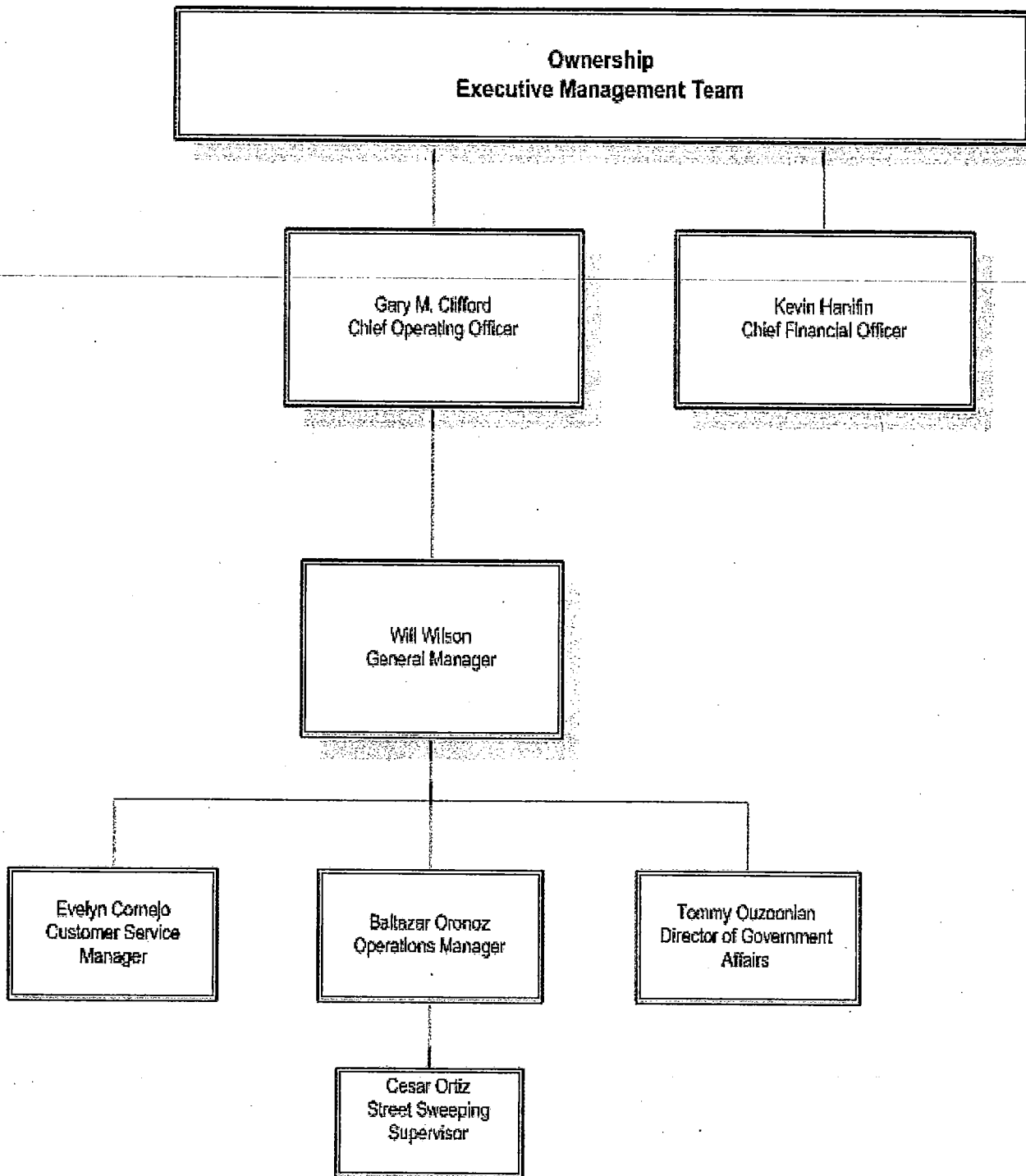
Athens Corporate Headquarters & MRF

As a true entrepreneur, Ron Arakelian, Sr., began with a vision over a half-century ago. From small beginnings, he led Athens to become one of the nation's leading solid waste management and street sweeping service companies. From their first municipal contract, the *Athens District* in Los Angeles, the company has grown through acquisition and competitive bidding. Ron instilled in the Athens organization, a desire to be the best. His sons, Ron, Jr., and Michael, embrace the same goals and ideals. In recent years, Ron Arakelian III joined the team and together they are all dedicated to maintaining Athens as an industry leader.

Organization

The person responsible for the administration of this contract will be Gary M. Clifford, Chief Operating Officer. His resume, as well as those of other key members of the Athens Services team follows at the end of this section.

Described below is contact information for Gary and the other key members of our team, many of which are well-known to various Los Angeles County Public Works staff members.



Staffing Plan

Athens Services 24 hour Management Team Contact Information

Name	Title	Phone	Role
Gary M. Clifford	Chief Operating Officer	(626) 934-4619	Provide executive sponsorship, provide capital, and ensure all goals are met and always available when needed. Over 20 years of experience.
Kevin Hanifin	Chief Financial Officer	(626) 934-4696	Provide executive sponsorship, provide capital, and ensure all goals are met and always available when needed. Over 20 years of experience.
William Wilson	General Manager	(626) 934-4696	General Manager and is responsible for the service to the County of Los Angeles. Over 20 years of experience.
Baltazar Oronoz	Operations Manager	(626) 934-4629	Responsible for the day-to-day operations. He will make sure that our service exceeds the County's expectations. His time commitment will be significant and his responsibilities include management of the drivers, County Staff contacts & meetings, analysis of data from the vehicles, and follow up street surveys to make sure our work is the highest quality. Over 10 years of experience.
Cesar Ortiz	Street Sweeping Supervisor	(626) 934-4691	Responsible for the County of Los Angeles from the aspect of day-to-day operations. He will make sure that our service exceeds the County's expectations. Over 10 years of experience.
Tommy Ouzoonian	Director of Gov't Affairs	(626) 934-4664	Works with County Staff to produce and distribute Public Education and awareness programs and assure contract compliance. Works with residents, businesses, and the Chamber of Commerce. Over 19 years of experience.
Evelyn Cornejo	Customer Service Manager	(626) 934-4606	Manages the Customer Service Department to assure that every call is handled to the customer's satisfaction. Over 10 years of experience.

GARY M. CLIFFORD
CHIEF OPERATING OFFICER

CURRENT RESPONSIBILITIES

Responsible for all of the municipal franchise operating divisions including collection, transfer, recycling, street sweeping, and disposal services, including our operations in the San Gabriel Valley, Inland Empire, and Orange County. Directs the day to day operations, customer service, sales, and equipment maintenance areas. As the Chief Operating Officer, he oversees the company business strategies and development of new business opportunities along with compliance of all existing contracts and ventures and responsible for numerous hauling and street sweeping operations.

EXPERIENCE

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

EDUCATION

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

KEVIN P. HANIFIN, CPA
CHIEF FINANCIAL OFFICER

CURRENT RESPONSIBILITIES

Responsible for all financial activities of Athens Services. Manages finance and accounting operations and oversees the management and administration of Athens' computer systems. Directs financial planning, forecasting and analysis, and ensures that information systems are designed to support management and external financial reporting. Handles corporate matters related to taxes, legal and compliance issues. As Chief Financial Officer, participates in significant transactions, including mergers, acquisitions, and real estate transactions, and directs the company's involvement in debt financing. Kevin has over 16 years of experience in the industry.

EXPERIENCE

Comprehensive financial and data processing experience, in executive management roles. Emphasis on mergers and acquisitions, divestitures, capital markets, and investments. Prior to joining Athens Services in 1996, served as Executive Vice President and Chief Financial Officer of a regional commercial bank in Southern California. During tenure at the bank, managed the investment portfolio, approved credits, negotiated acquisitions and asset purchases, and funded growth through debt instruments and equity offerings.

EDUCATION

B.B.A. Accounting University of Notre Dame

ACCREDITATION

C.P.A. California License No. 54789

WILLIAM WILSON
GENERAL MANAGER

CURRENT RESPONSIBILITIES

As the General Manager, he has day to day operational responsibility for the division comprised of a fleet of over 150 vehicles and 250 employees. Duties include oversight of all services, safety, customer service, and facility management. He manages our Street Sweeping fleets in the San Gabriel Valley and Orange County.

EXPERIENCE

A seasoned transportation industry leader with over 20 years experience who possesses excellent leadership, organizational, and project management skills. He has over 15 years of experience executing successful municipal contract transitions and has worked with both City governments and the Federal government.

EDUCATION

MBA- Pepperdine University
BA-Political Science – University Of California at Riverside

BALTAZAR ORONoz
OPERATIONS MANAGER

CURRENT RESPONSIBILITIES

As the Operations Manager, he oversees the day-to-day sweeping operations. He keeps and maintains quality service, good customer relations, up to date employees' files, accident investigation and reporting, conducts safety meetings and trains drivers on safe driving techniques. Maintains regular contact with City Staff to assure contract compliance and acts as the city liaison to make sure all City goals are met.

EXPERIENCE

A true industry professional, he joined Athens in 2004 and brings extensive operational management experience to the team. He is an excellent team motivator and is fluent bilingual English/Spanish, drug and alcohol abuse certified, and accident investigation trained and certified. Baltazar has managed several street sweeping transitions for Athens, including Newport Beach, Hermosa Beach, Pomona, Placentia, Villa Park, and others.

EDUCATION

California State University at LA – Masters in Business Administration

CESAR ORTIZ
STREET SWEEPING SUPERVISOR

CURRENT RESPONSIBILITIES

As the Street Sweeping Area Supervisor, he oversees the day-to-day sweeping operations. He keeps and maintains quality service, good customer relations, up to date employees' files, accident investigation and reporting, conducts safety meetings and trains drivers on safe driving techniques. Maintains regular contact with City Staff to assure contract compliance and acts as the city liaison to make sure all City goals are met.

EXPERIENCE

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

TOMMY OUZOONIAN
DIRECTOR OF GOVERNMENTAL AFFAIRS

CURRENT RESPONSIBILITIES

Responsible for developing new and enhancing existing relationships with local municipalities in regard to Street Sweeping. In recent years his experience includes developing the company's successful responses to RFP's for the Cities of Newport Beach, Mission Viejo, Placentia, San Marino, Azusa, Covina, San Gabriel, Monterey Park, Rowland Heights, Pomona, San Fernando, and others.

Additionally, he works closely with chambers of commerce, colleges and school districts, and various business and community leaders. Tommy assists the Chief Operating Officer with contract negotiations and he participates in acquisitions, business strategies, special projects, and media/customer outreach and education programs.

EXPERIENCE

Over 19 years with Athens Services. Experience includes management of the Sales Department and Planning Department and has worked on many vital special projects and developed the Athens Services website.

INDUSTRY ACTIVITIES

- Frequent presenter at universities and community organizations throughout the Los Angeles County
- Guest lecturer at local colleges and school districts and large commercial customers

EDUCATION

California State University at Fullerton

EVELYN CORNEJO
CUSTOMER SERVICE MANAGER

CURRENT RESPONSIBILITIES

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

EXPERIENCE

Evelyn has over 10 years experience in the industry and has worked on many vital projects to improve the quality of our service. Specifically, she has continued to maintain our 50 year tradition of answering the phone personally without the use of an automated system that frustrates so many.

EDUCATION

California State University at Fullerton

Length and Quality of Street Sweeping Services as described in Exhibit A

Athens Services has been providing street sweeping services for over 25 years. Currently, twenty-five municipalities in Southern California have made the decision to have their street sweeping services managed by Athens Services and they are glad they did. Most of these contracts are long-term agreements demonstrating that the jurisdictions want us to continue to provide high quality, cost effective service! We have never had a contract terminated.



When it comes to street and parking lot sweeping, Athens has unmatched dedication, resources, and experience in Southern California. Our experience in street sweeping began in 1987 in the City of Temple City, a contract that we still service today. Since that time, we have added more cities because we clearly understand how to deliver high quality street sweeping services.

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

Athens provides street sweeping services to nearly *one million* residents and businesses in Southern California.

At Athens Services we are committed to total customer satisfaction. In order to achieve this goal, the entire organization has been structured into customer-driven business entities where quality of service is paramount. The company believes that the best way to accomplish quality and productivity is by empowering our employees to proactively address the needs of the diversity of communities we serve. With such high expectations of quality service, Athens strives to maintain a motivating work climate and provide its employees with the tools and resources necessary to achieve exemplary customer service.

Our expertise extends far beyond the mere sweeping of the City's streets and we will bring to bear our variety of experiences that include meeting recycling mandates, delivering good customer service to the citizens, and producing and delivering effective public education materials.

We have the equipment and the manpower to add streets or do additional work, including special events such as parades or community celebrations.



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

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

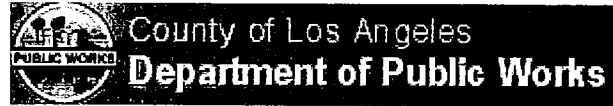
Athens Services will not be using any subcontractors in the performance of this contract in order to maintain our usual high level of quality control. Our proposal allows the County to enjoy very competitive pricing due to our knowledge, infrastructure, experience, and familiarity with the City's residents,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

Minimum Mandatory Requirements for Street Sweeping Services



When it comes to street and parking lot sweeping, Athens has unmatched dedication, resources, and experience in Los Angeles County.

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



Section Six

Work Plan

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

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

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

- We have a pool of experienced sweeper drivers with over three years of experience (full time employees); which are cross trained to ensure service consistency for vacations, jury duty, sick days, etc.
- We have redundancies in back up equipment, and operate other sweeper routes that can be utilized in case of break down or delays.
- Equipment used to conduct sweeping operation will consist of a Tymco Regenerative Air (600 BAH) sweeper which will be used in conjunction with spraying of water to minimize unsettling dust. In addition the driver will be supplied with a manual push broom and shovel to clean/sweep areas such as narrow cul-de-sacs, median noses and portions of left-turn pockets.
- The driver is equipped with a small blower for blowing debris to be picked up by the sweeper truck.
- Sweep/clean all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris from paved alleys, and curbed medians within specified area on a weekly basis.
- Sweeping will be conducted by a trained fulltime Athens Services driver whose duties will include but not be limited to; single pass sweeping at a rate no greater than 6 miles an hour of each side of all streets adjacent and parallel to the curb face including curb returns and cross gutters at all intersecting streets.

- Median sweeping; in areas where raised medians are present driver shall sweep each side of median adjacent and parallel to median curb face.
- Painted median sweeping; in areas where painted medians exist driver shall sweep the entire area within the painted median using both gutter brooms simultaneously.
- Alley sweeping shall consist of sweeping each side to the alley adjacent and to the right of the flow line of the alley at speed of no more than 6 miles per hour.



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



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

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

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



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

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

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

Street Sweeping Emergency Preparedness Procedure

1. Specific designated emergency response street sweeping vehicles in each local geography are fueled and ready at the end of every shift.
2. City officials are given an emergency response phone number where they leave a voice message. The voicemail is distributed via email to the management team assigned to this distribution list.
3. One or all members of the management team returns the phone call to the city official requesting the response to an emergency within 15 minutes.
4. The Area Supervisor dispatches the designated on-call driver to drive to the facility where he picks up the designated emergency response sweeper truck. On call drivers are available to respond to all calls and are required to be at the facility within 20 minutes of initial call.
5. To assure quality control, the driver reports to Area Supervisor his time of arrival to the facility, his time of departure from the facility, and his time of arrival to the emergency location.
6. The Area Supervisor keeps in constant contact with city official throughout the response process updating the official every 20 minutes as to the progress of the driver.
7. Upon arrival to the emergency scene the corresponding Area Supervisor notifies the Athens Services management team via email that the driver has arrived on the scene.
8. At the completion of the assignment requested by the City, the driver notifies the Area Supervisor that the job is complete.



9. Area Supervisor contacts the City official to assure that the job completed and that City expectations have been met.
10. Driver returns to the facility, fuels the emergency response truck, conducts post trip report, and advises Area Supervisor that the truck is parked and that he is departing from the city yard.
11. At the conclusion of all emergency responses corresponding Area Supervisor notifies the management team via email that the assignment is complete.



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

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

Disposal

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

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

Typical Sweeper Route Description

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

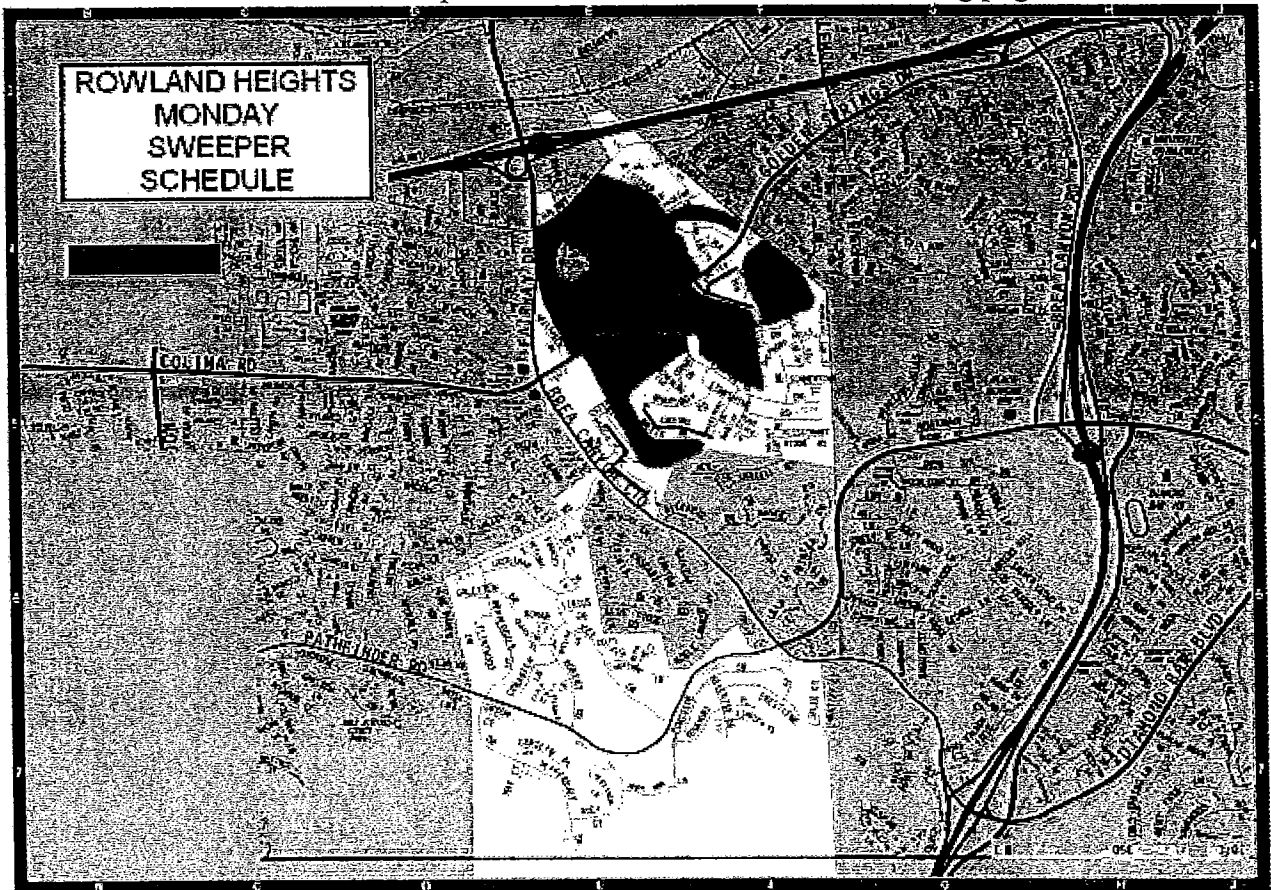
9	Driver will disengage vacuum and water supply. Lift sweeping brushes. Drive to MRF.
10	Driver will arrive at MRF, weigh-in vehicle and provide origin of refuse
11	Driver will wait for clearance to enter MRF, once inside driver will be directed to specific area to dump contents of vehicle
12	Driver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

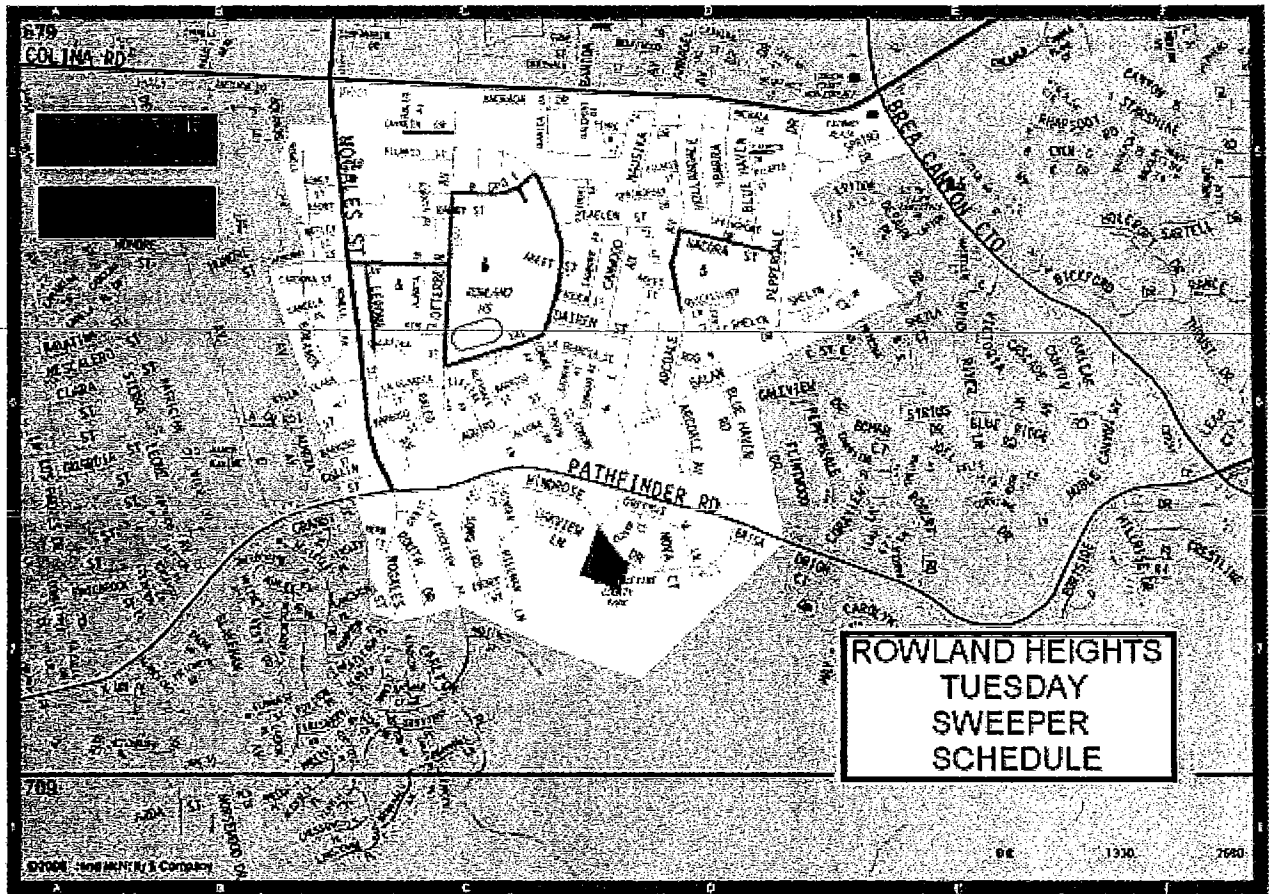
Rowland Heights - Weekly

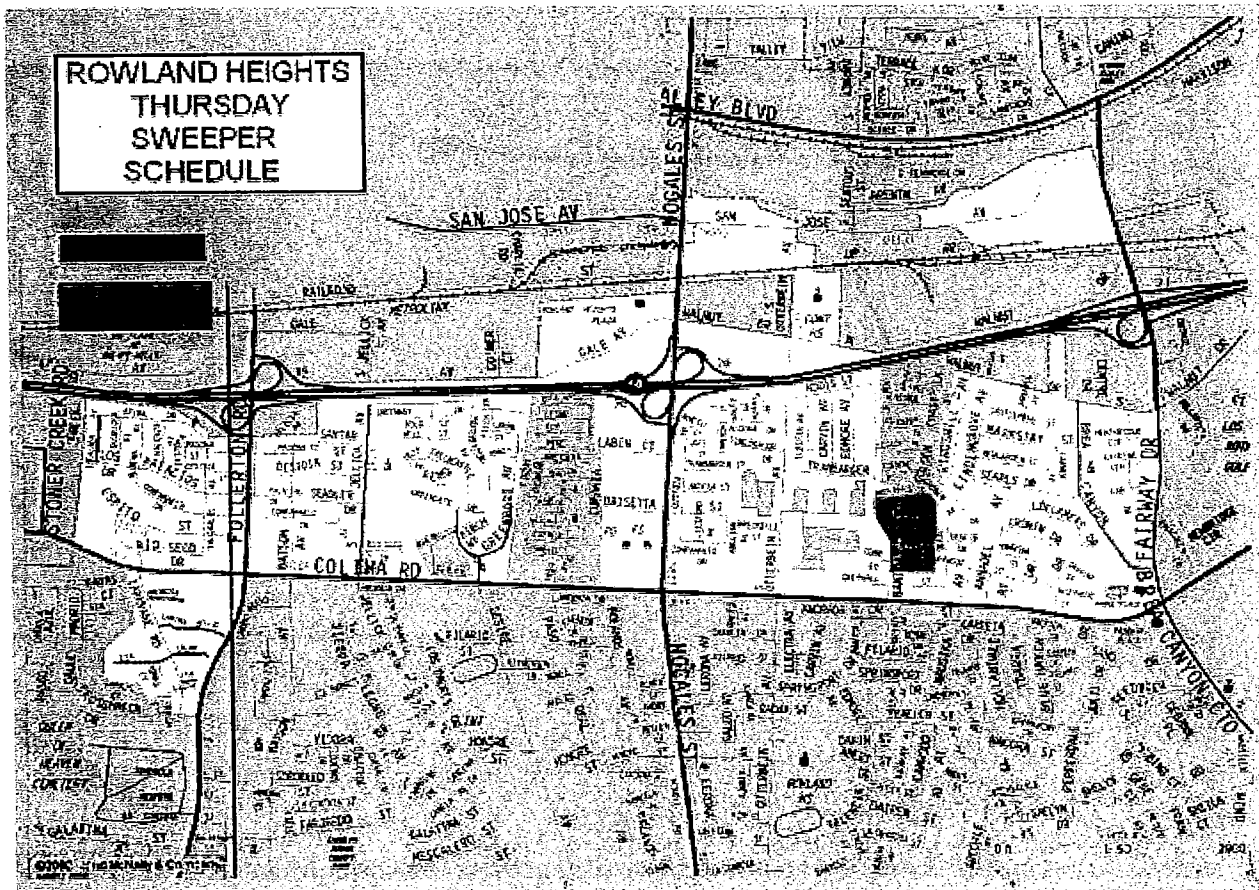
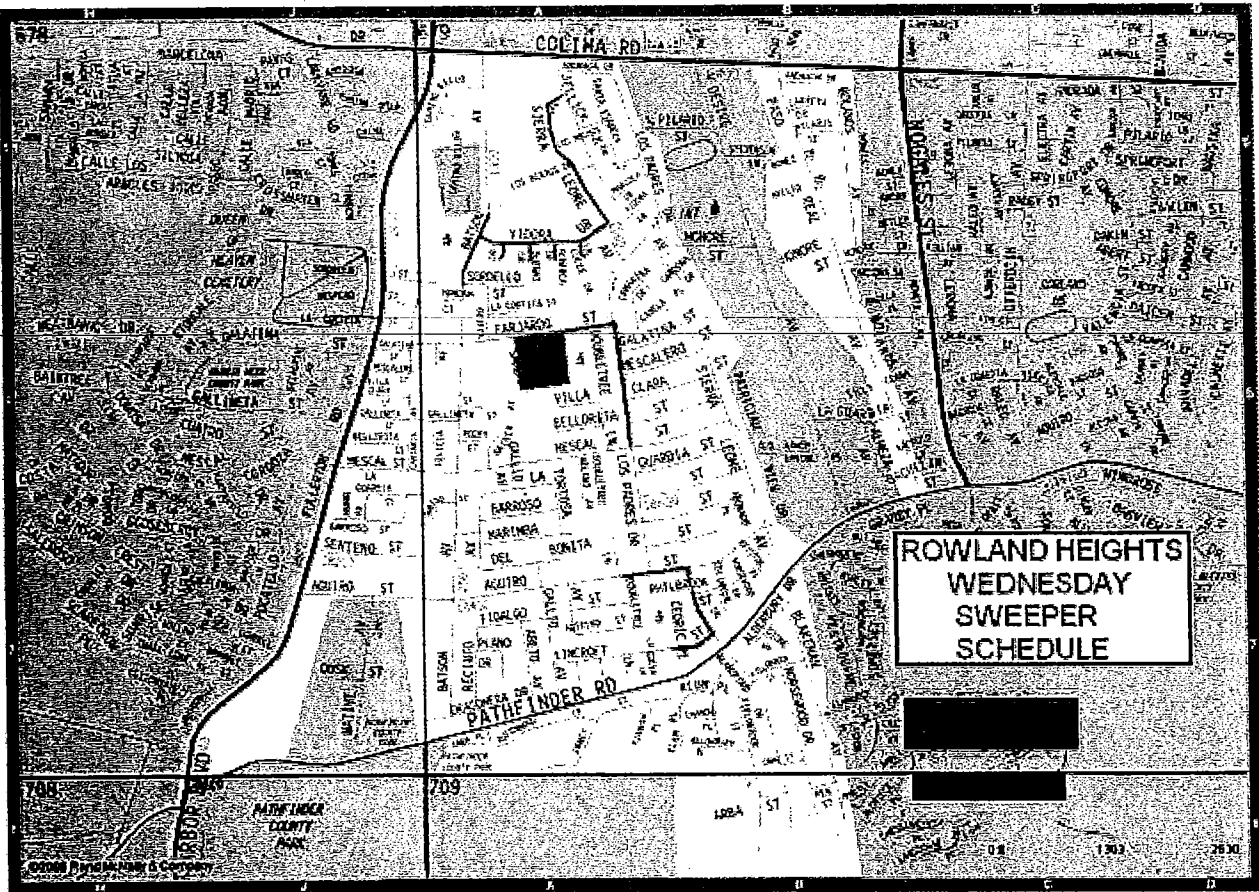
We will assign one full time driver and an alternative fuel (LPG) Tymco Regenerative Air (600 BAH) sweeper to this route. The driver will be fully trained on the route structure and the operation of the vehicle.

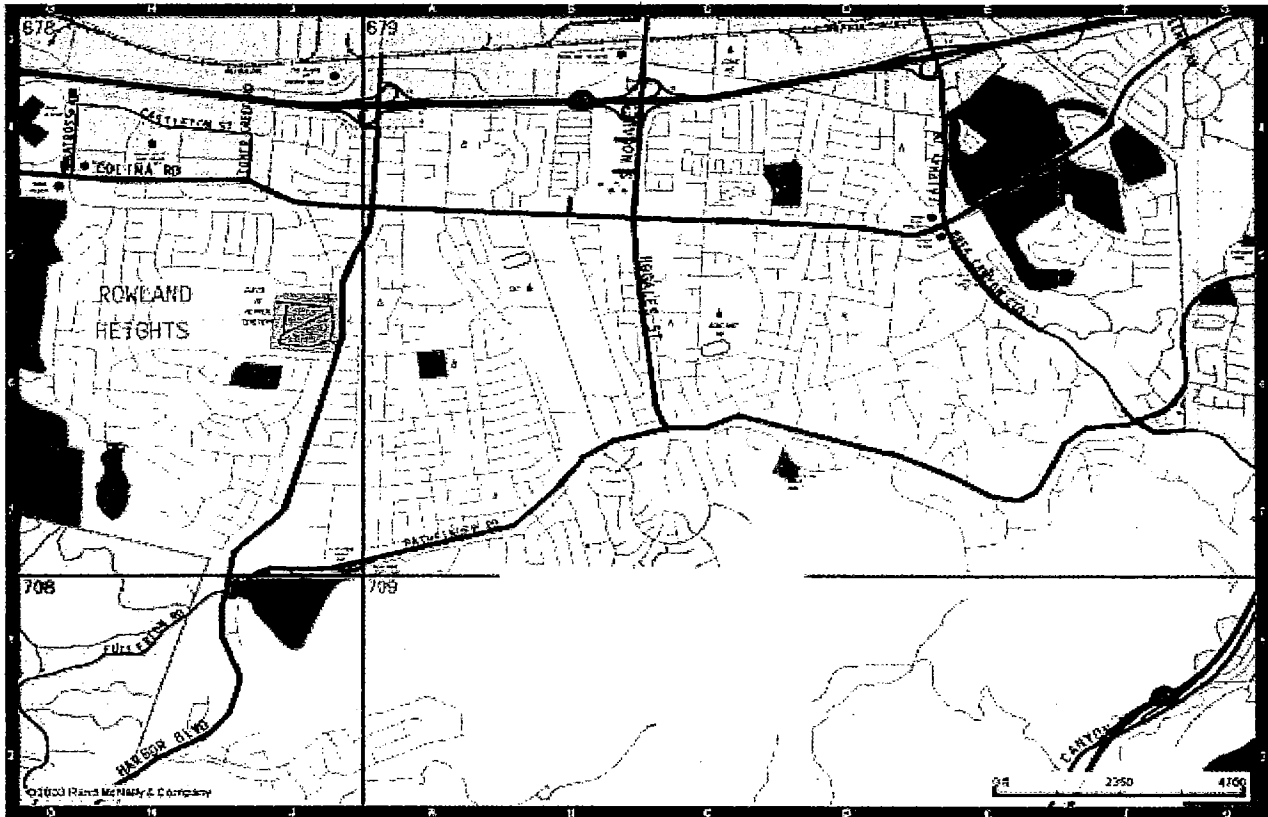
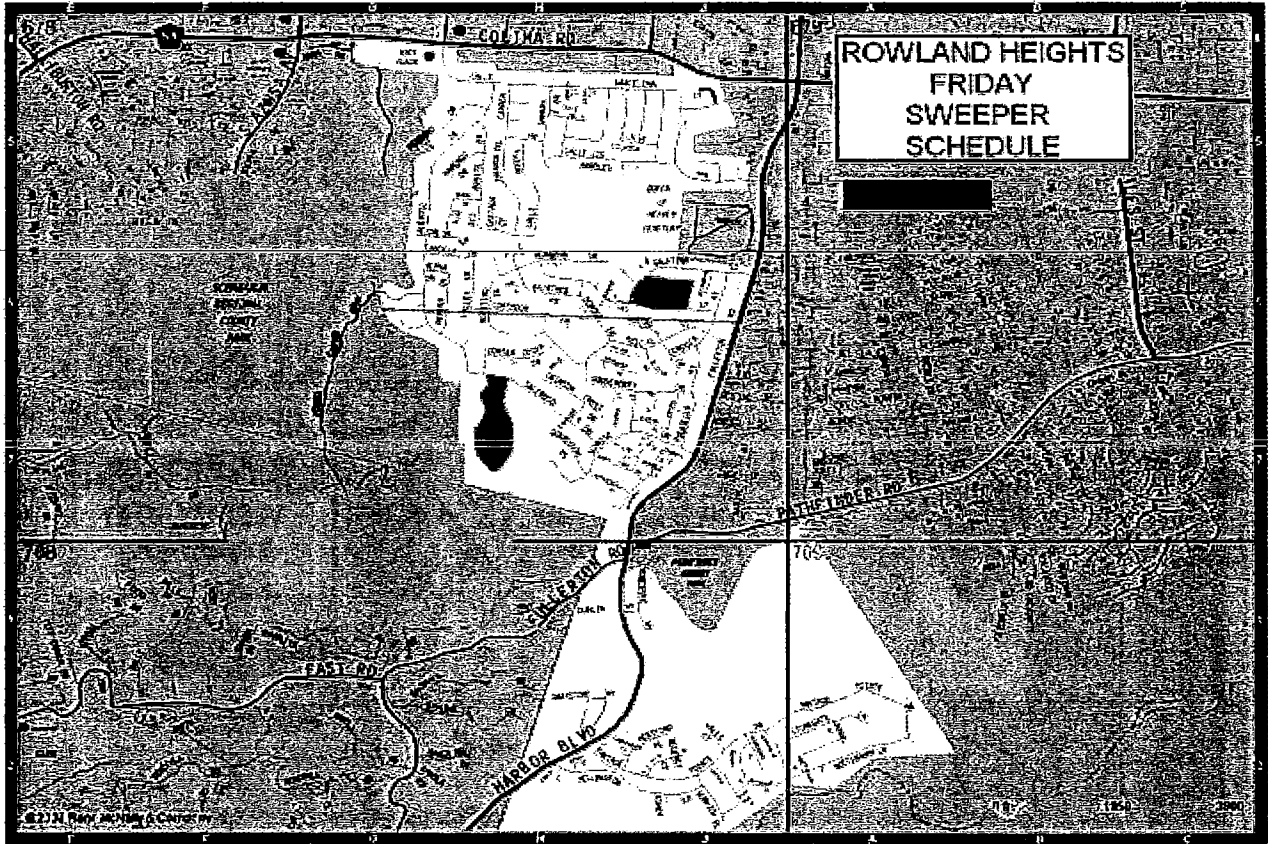
The driver will arrive to work at 03:30 AM, conduct the required pre-trip inspection, and depart at 03:45 AM. Our routing schedule prioritizes the main highways, the school and commercial areas prior to 7 AM, residential streets after 7 AM, and multi-unit residential areas after 8 AM.

We have included an overview map of our service schedule on the following page.







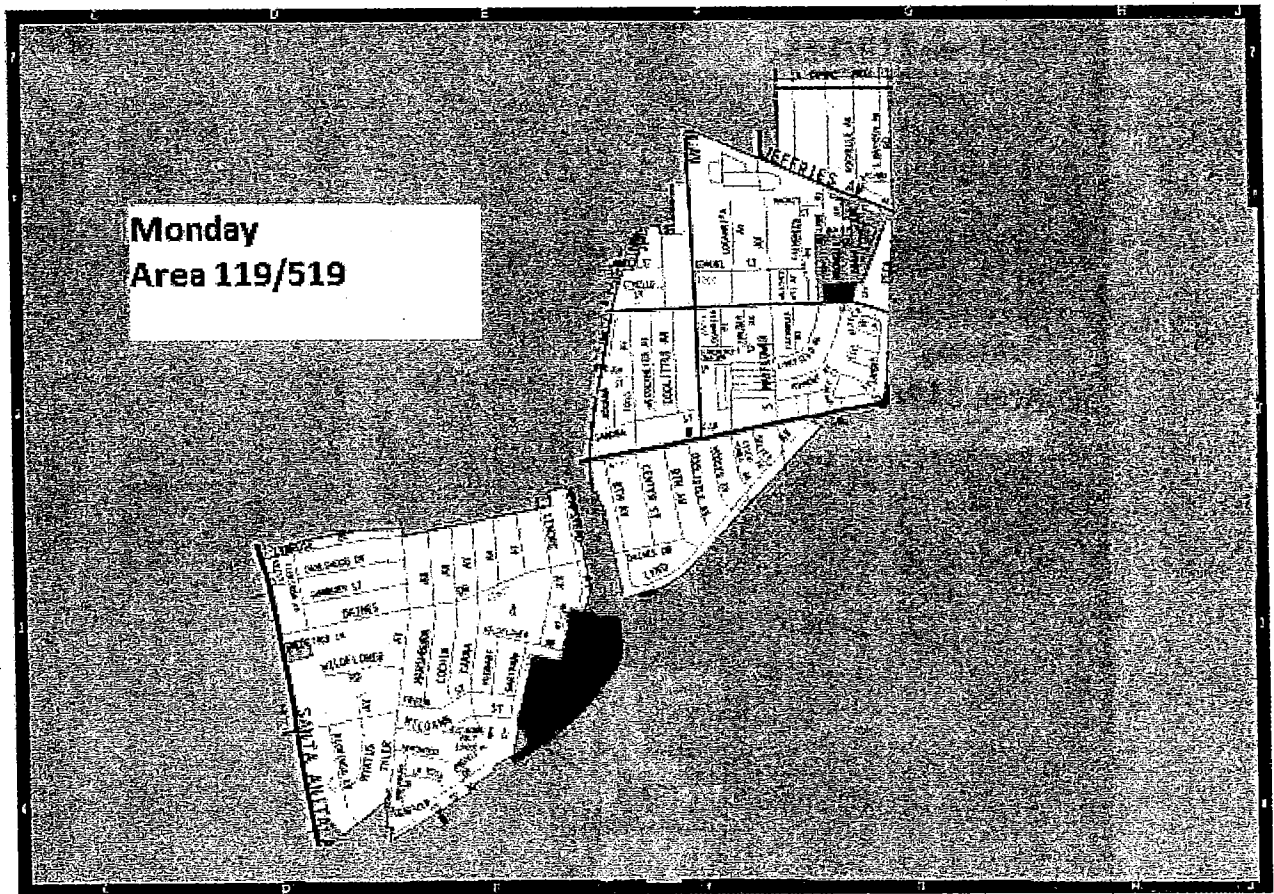


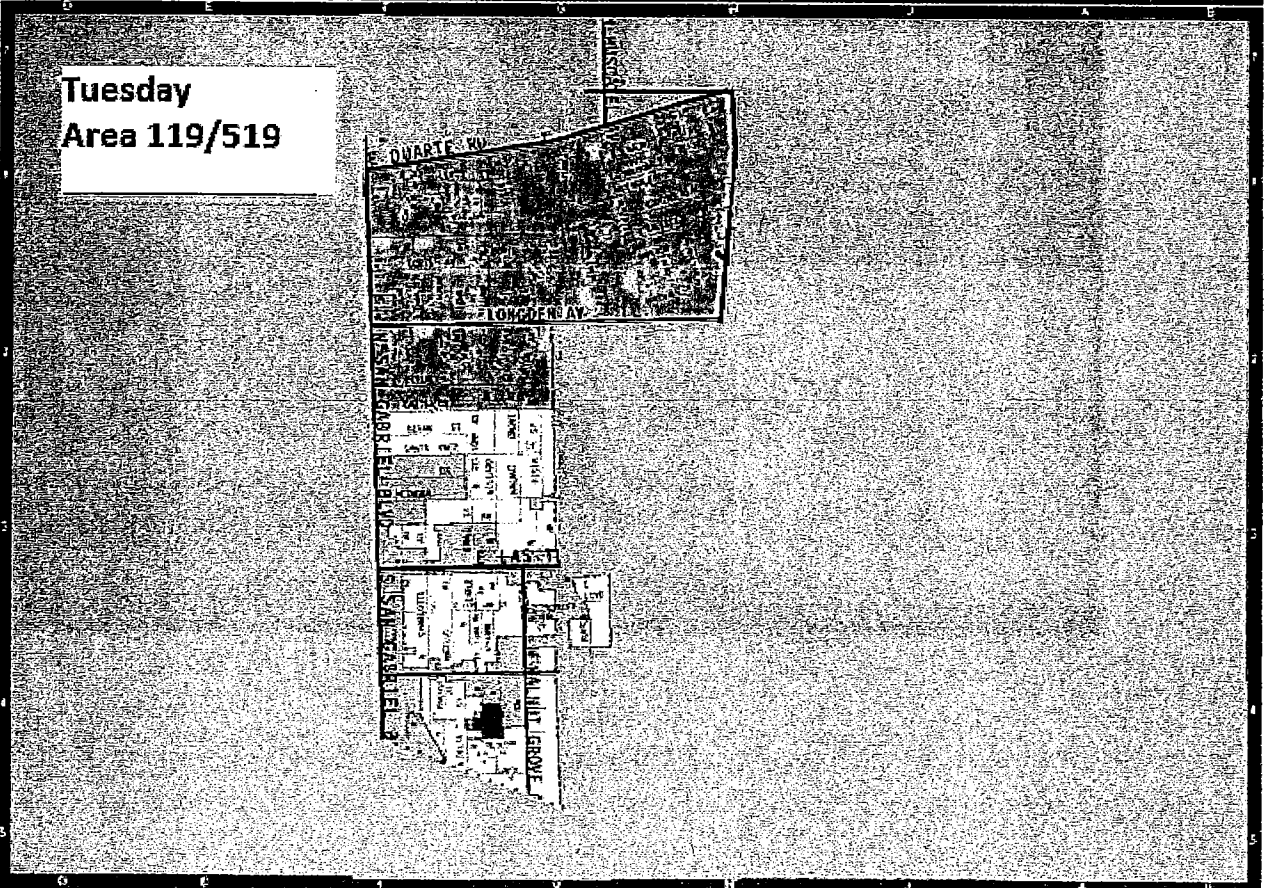
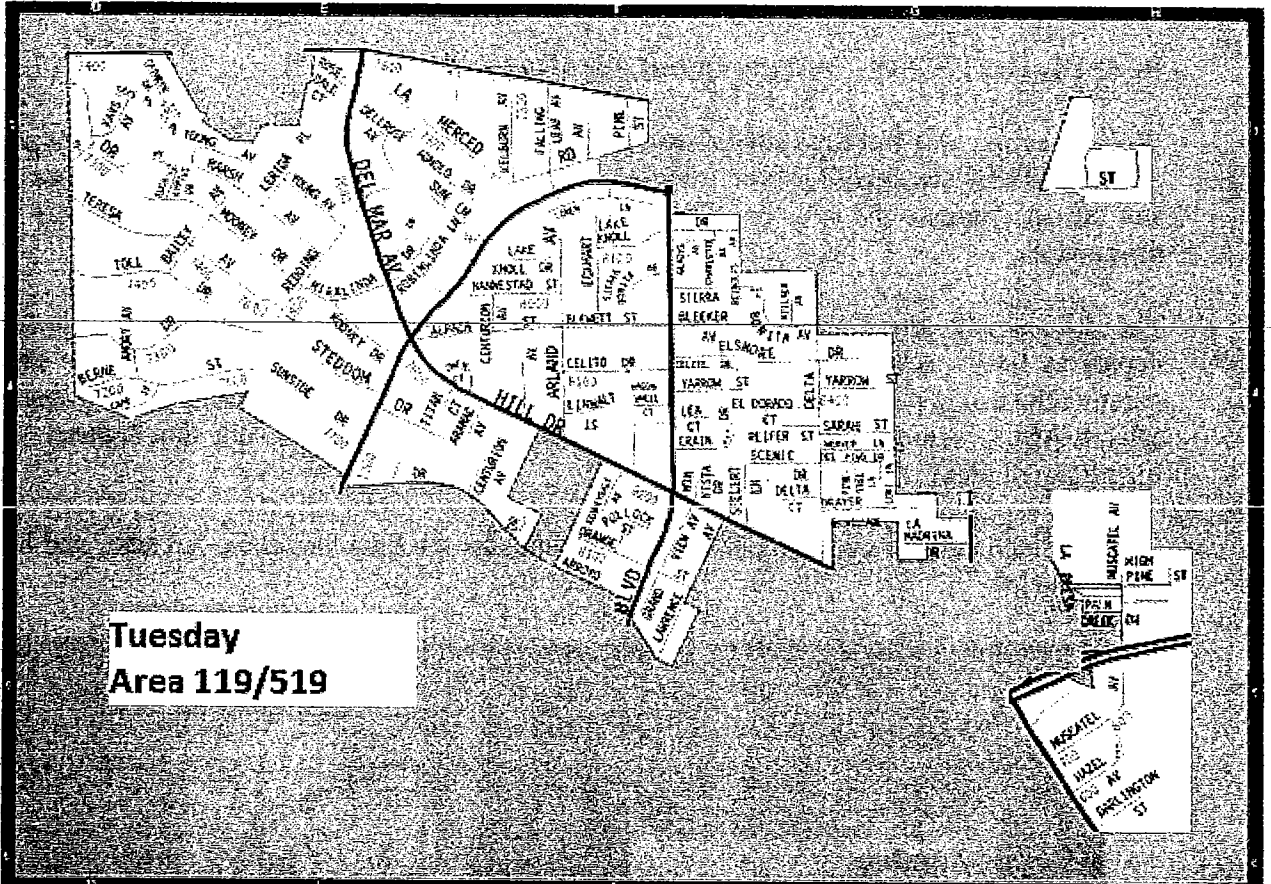
Road District 119/519 – Weekly (Alternative Day Sweeping)

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

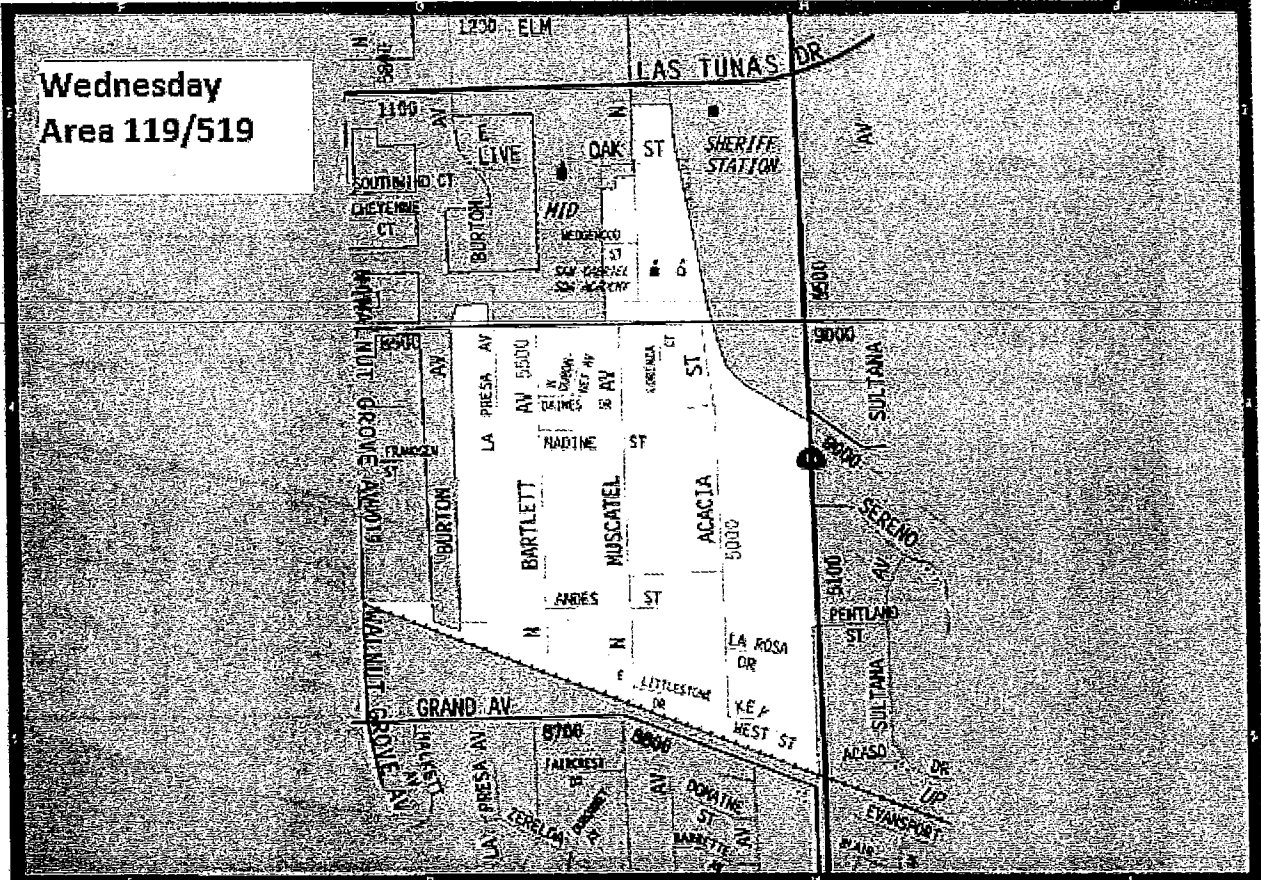
The drivers will arrive to work at 05:00 AM, conduct their required pre-trip inspections, and depart at 05:15 AM. Our routing schedule prioritizes the main highways, the school and commercial areas prior to 7 AM, residential streets after 7 AM, and multi-unit residential areas after 8 AM. We acknowledge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

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

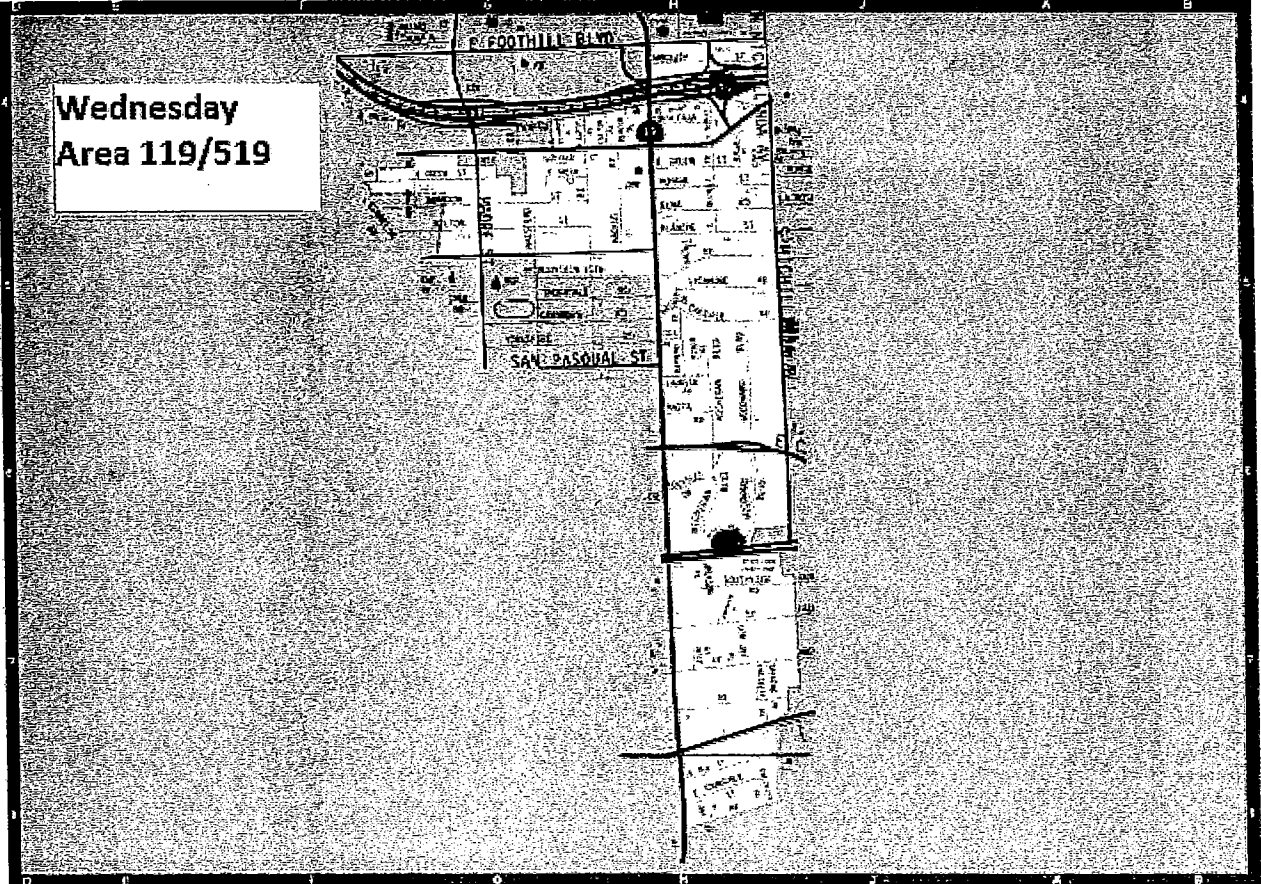




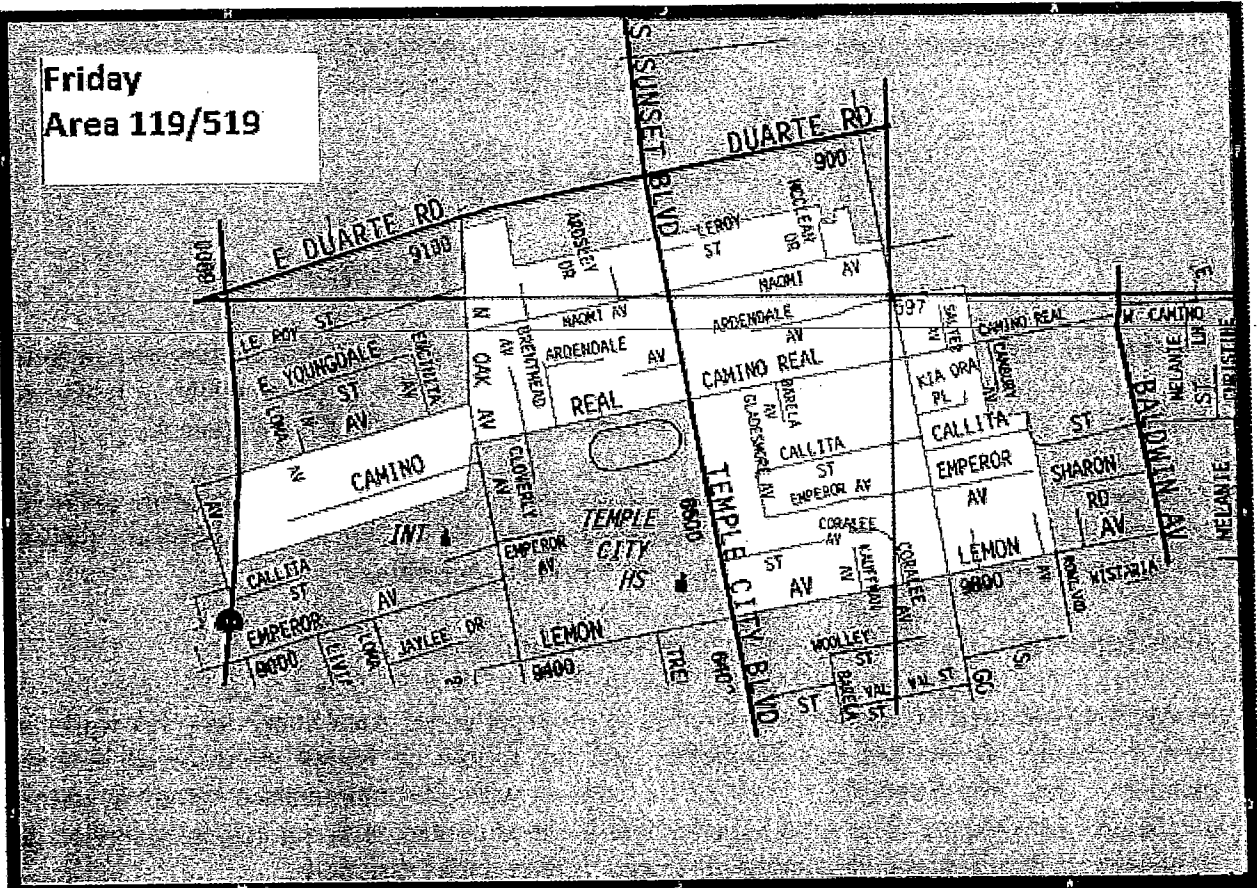
**Wednesday
Area 119/519**



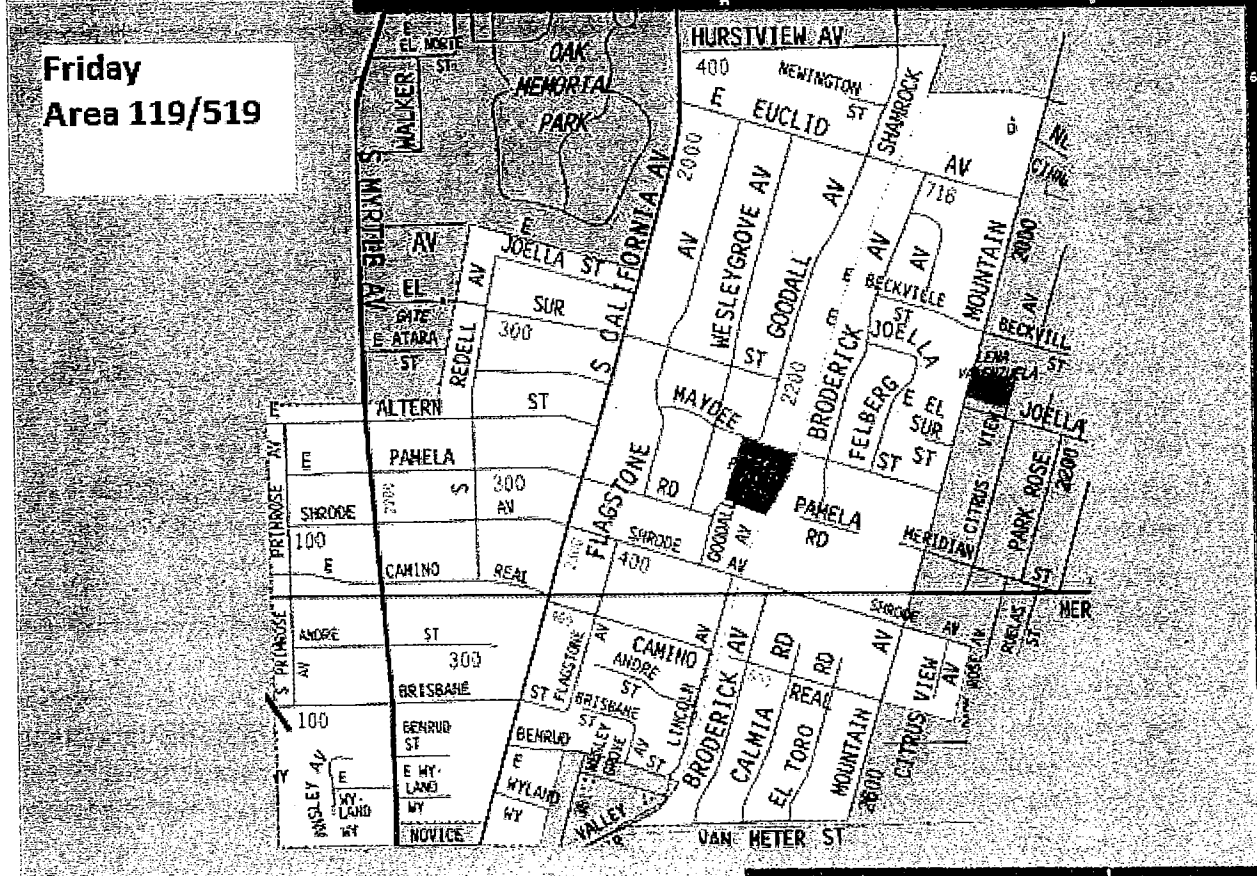
**Wednesday
Area 119/519**



Friday
Area 119/519



Friday
Area 119/519



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

Pictured below is a screen print of the real time GPS tracking of the truck that currently sweeps Rowland Heights.

Address	Cross Street	City	State	Zip	Event Date
1518 BANIDA AVE	CONE ST	ROWLAND HEIGHTS	CA	91748	7/3/2012 10:59:42 AM
1748 OTTERBEIN AVE/S OTTERBEIN AVE		ROWLAND HEIGHTS	CA	91748	7/3/2012 10:55:14 AM
1905 ARCDALE AVE/S ARCDALE AVE		ROWLAND HEIGHTS	CA	91748	7/3/2012 10:40:13 AM
1829 NAUSIKA AVE/S NAUSIKA AVE		ROWLAND HEIGHTS	CA	91748	7/3/2012 10:37:26 AM
1856 PEPPERDALE DR/S PEPPERDALE DR		ROWLAND HEIGHTS	CA	91748	7/3/2012 10:25:12 AM

Detailed technical documentation on the system follows this page.



FD6 Feature Matrix

Message Display Terminal 960CE-X

A New Standard For In-Cab Communications

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

MESSAGE LAMP provides visual indication of message status. Includes red, yellow, and green lamps for message status. Includes a message lamp indicator for the driver's view.

SEND UP TO 40 messages per hour. Includes a message lamp indicator for the driver's view. Includes a message lamp indicator for the driver's view.

MESSAGES - Includes a message lamp indicator for the driver's view. Includes a message lamp indicator for the driver's view.

EASY VIEWING - Includes a message lamp indicator for the driver's view. Includes a message lamp indicator for the driver's view.

UP TO 40 messages per hour. Includes a message lamp indicator for the driver's view. Includes a message lamp indicator for the driver's view.

DISPATCH MESSAGES - Includes a message lamp indicator for the driver's view. Includes a message lamp indicator for the driver's view.

FORM MESSAGES - Includes a message lamp indicator for the driver's view. Includes a message lamp indicator for the driver's view.

ONE-TOUCH BACKLIT keys provide a clear, illuminated keypad for easy use in low light conditions.

NAVIGATION KNOB - Includes a message lamp indicator for the driver's view. Includes a message lamp indicator for the driver's view.



Introduction

Scope

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

Overview

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

Fleet Director Menu

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

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

View Menu

This menu will deals with the visual aspects of FD6.

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

Send Menu

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

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

Maintain Menu

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

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

Windows Menu

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

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

Help Menu

This menu will access information about the FD6 product.

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

Zoom Capabilities

Zoom capabilities have now moved to the map itself.

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

Data View Selections

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

Tab	Column Name	Descriptions
Events - This tab shows each location as it comes into the eClient system.	<i>Vehicle</i>	The name created in eClient for the vehicle.
	<i>Status</i>	What status the vehicle is in at the time of locate.

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

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

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

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

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

Option	Sub Menu, Tab or Option	Description
	<i>Service Mileage</i>	Displays the Service Mileage information window to allow users to view, create, edit or delete the service information.

Send Route

	<i>By Landmark</i>	Sends a route to a vehicle based on a landmark. Vehicle must be equipped with the Turn-By-Turn unit.
	<i>By Address</i>	Sends a route to a vehicle based on an address. Vehicle must be equipped with the Turn-By-Turn unit.

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

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

Map View Selections

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

Vehicle - Map View Selection

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

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

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

Landmark - Map View Selection

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

Option	Sub Menu, Tab or Option	Description
Properties		Selecting this option will bring up the Landmark Properties window.

Fleet Maintenance

Every Athens truck is inspected a minimum of twice per day. Each driver performs a pre-trip and post-trip inspection daily. The inspection is documented on a Driver Vehicle Inspection Report (DVIR); the 3-part form is distributed daily to the fleet maintenance supervisor, the Area Supervisor, and the truck file. Any necessary repairs are completed that night, or the truck is replaced by a spare truck until the repairs are completed. The maintenance group maintains a regular preventative maintenance schedule for all trucks to ensure maximum up (operating) time.

A sample of the DVIR is shown below.

Just in case, shop road crews are staffed during all operating hours to ensure that any mechanical problem or breakdown can be attended quickly. All employees have Nextel digital radios to maintain contact with operations. All road crew trucks are equipped with the tools and parts necessary to mitigate down time.

416251

DRIVER'S EQUIPMENT CONDITION REPORT

Vehicle # _____ Date _____
 (Fecha)
 Meter End _____ Meter Start _____
 Driver Signature _____ Employee # _____
 (Firma)

Item OK Needs Repair *--Pre Trip **--Post Trip

Vehicle Exterior (Inspeccion Exterior)	*	**
Exterior Lights (Luces Exteriores)		
Tires, Wheels, Lugs, Rims (Llantas, Rines, y Tuercas)		
Suspension / Springs (Suspension / Muelles)		
Brakes, Drums, Linings (Frenos)		
Mirrors, Doors, Windows (Espejos, Puertas, Ventanas)		
Fuel Tanks (Tanques de Combustible)		
Mud Flaps / License Plates (Loderas) / (Placas)		
Air Tanks (Tanques de Aire)		
Exhaust System (Systema de Umo)		
Fire Extinguishers (Extinguidor de Incendios)		
Air Lines & Connectors (Lineas de Aire y Conexiones)		
Fifth Wheel (Quinta Rueda)		
Charge Cord (Conexiones de Cables)		
Landing Gear (Soporte de Trailla)		

Engine Compartment (Compartamento de Motor)	*	**
Fluid Levels (Inspeccion de Liquidos)		
Belts & Hoses (Mangueras y Bandas)		
Fluid Leaks (Fugas de Aceite)		
Starter (Arrancador)		
Transmission (Transmision)		
Inside Vehicle Inspeccion Interior		
Brake Systems (Systemas de Frenos)		
Gauges (Medidores)		
Heater / Defroster (Calentor)		
Windows / Wipers (Ventanas y Parabrisas)		
Steering (Volante)		
Horn (Clacson)		
Emergency Reflectors (Refletores de Emergencia)		
Registration Card - Registracion Insurance Card - Aseguranza		

Were you involved in an accident or personal injury today? Yes No

Air Brake Test (BEFORE STARTING TRIP)

Se Envolvio en un Accidente o Lesionado Hoy: Si No

Max Air Pressure Reading _____ Reading After 1 Minute _____
 Pedal Depressed Reading _____ Reading After 1 Minute _____
 Low-Air Warning Comes On At Air Gauge Reading _____

Description of Mechanical Defects: _____
 (Defectos Mecanicos)

Repair Comments: _____

Mech. Signature _____ Date _____

Customer Service

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

- Our toll-free number is (888) 336-6100
- LIVE Telephone coverage beginning at 7:00 a.m., six days a week.
- 24 hour Message system
- Same day resolution of all inquiries.
- Multilingual staffing during ALL business hours. (We can translate over 175 languages!)
- Area Supervisor always available to be dispatched for special customer concerns.
- Professional and courteous customer service staff.
- Proper staffing to handle customer concerns promptly.



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

Athens owns and operates an IBM AS400 main frame computer system to process customer inquiries. After an extensive study and development effort, Athens uses custom designed software applications to ensure efficient service. All Customer Service Representatives are "on-line" and have immediate access to each customer's service information. A brief summary of our customer service procedure is described below:

- All inquiries are logged into the central computer with the following information:
- Date/Time
- Inquiry Type (i.e., service request, extra service, etc.)
- Supervisor Area
- Route Number/Truck Number
- Inquiries requiring immediate action are radioed via Nextel Direct to the Area Supervisor and truck driver.
- A follow-up call is made to the customer to determine that he/she is pleased with our response.
- The disposition of each inquiry is logged into the computer.
- Daily inquiry status reports are reviewed by several members of the management team.

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

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

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

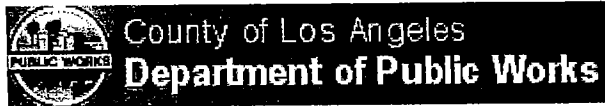
A sample Inquiry is shown below:

```
MELISSA                ** ATHENS DISPOSAL COMPANY ** Version 1                7/03/12
TRR010D1                SERVICE COMPLAINT ENTRY                15:33:17
Co/Div..... 20 01                Complaint Number. 2931506
City code.. 260                Complaint Date... 7/03/12
Account #.. 360470                Entered By..... MELISSA
Acct.Name.. ROWLAND HEIGHTS SWEEPER
Street No.. 0000    Street Name    VARIOUS                Ste#
City..... ROWLAND HEIGHTS    State CA Zip code 91748 -
Contact....                Service Phone 6269344664 Ext ____
Cross Street..... COLIMA
Calling Name..... TOMMY                Calling Phone 6263363636
Complaint Type..... 008 STREET SWEEPING                Severity Code... 4
Cp Dsc. JOHN SMITH CALLED TO SAY SWEEPER IS NOT HERE YET

-----
To Do Date..... 70312 (MDY)
Supervisor Area..... 19 826                Dispatched Truck#... 826
Req Phone Call..... N (Y/N) Valid Complaint (Y/N)    Print Y/N .... Y
Driver At Fault.....
Completed By Name... TOMMY                Completion Date ____ (MDY)
Completion Comment.. SWEeper/ FLAT TIRE RUNNING 30MIN LATE

-----
Outq..... VIPRT09
ENTER=Proc F3=Exit F4=Look-up F09=Addl Des F12=Prev F13=Eqp
```

Additionally, we are pleased to provide the County reports on a monthly basis that details all of the service calls for the areas we service.



Section Eight

Subcontractors

Athens will not be using any subcontractors.



Section Nine

Financial Resources

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



July 12, 2012

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

County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803-1331

RE: Proposal for Street Sweeping Services (2012-PA028)

To Whom It May Concern:

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

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

Sincerely,

Kevin P. Hanifin
Chief Financial Officer

KPH:jk



Section Ten

Licenses and Certifications


The next pages contain our Motor Carrier Permit and our Los Angeles County Waste Hauler Permit.

DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS G875
 P. O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



08/09/2011

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

 MOTOR CARRIER PERMIT	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700 ARAKELIAN ENTERPRISES INC PO BX 60009 CITY OF INDUSTRY, CA 91716-0009	Valid From: 09/01/2011 Valid Through: 08/31/2012
	CA#: 0335125
The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:	
Private Full Year Corporation	
Pmt Date: 08/08/2011 Office #: 154	
Account #: 463213 Tech ID: RB	
Sequence #: 0014 Amt Paid: \$730.00	

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

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

OMV 2105 MCP (NEW 10/2004)

A Public Service Agency



COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

Under Provisions of County Ordinance Title 20

2012

COMPANY ID #	S0581
PERMIT FEE	\$3,851.00
VEHICLES PERMITTED	79
DATE OF ISSUE	12/29/2011
EXPIRATION DATE	12/31/2012

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


CHIEF, SOLID WASTE PROGRAM



Section Eleven

Insurance

See Section Thirteen for a filled out Form PW-16.

Additionally, a Certificate of Insurance follows this page. Athens Services will provide the County with the required insurance coverage prior to the commencement of work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2012

Page 1 of 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

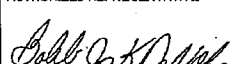
PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Chartis Specialty Insurance Company	26883-900
INSURED Athens Services, Inc. 14048 Valley Blvd. City of Industry, CA 91746		INSURER B: Arch Insurance Company	11150-001
		INSURER C: National Union Fire Insurance Co. of Pitt	19445-900
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17496713 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BG6439324	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MEDEXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP/PAGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			71CAB4941504	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE 25414441	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71WCI4941604	3/1/2012	3/1/2013	<input checked="" type="checkbox"/> WC STAT-L-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER To Whom it May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Co11:3653340 Tpl:1411987 Cert:17496713 © 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



Section Twelve

Record Keeping

Overview

Please see Section Thirteen for a filled out Form LW-9 and see the additional information below.

Background

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

Timekeeping

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

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

Payroll Processing

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

Once all employee time data is entered into the payroll system, a "Payroll Trial Register" report is printed. The report details total payroll by employee name, hours worked, amount to pay each employee, and the total payroll for the pay period. The payroll system also generates a "Payroll Trial Register Exception Report" which lists unusual items for payroll personnel to review. Such unusual items might be:

- Employees who will not be receiving a pay check for the period.
- Hourly rate overrides

Rate overrides apply to instances where an employee received a pay rate increase during the pay period; however, the payroll system may not have been updated. Payroll personnel will enter the employee's pay based on the new rate. The system will detect the difference and display the exception.

- Tax Rate Frequency - The Company's policy on vacation pay is to pay employees for their earned vacation pay on the anniversary of their hire date via check. Since all employees are normally paid weekly, vacation pay can be for more than one week of pay, depending upon the employee's length of service. As a result the Payroll Department will utilize the Tax Rate Frequency override in order to adjust the amount of tax to be deducted from the check to correctly correspond to the amount of vacation days to be paid.

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

Deductions

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

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

Distribution of Checks

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

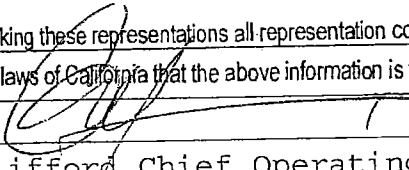


Section Thirteen

Form List

Please see the pages that follow.

VERIFICATION OF PROPOSAL

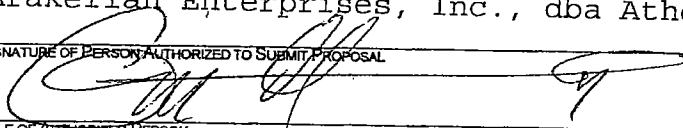
DATE: 7/12, 2012		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Street Sweeping Services 2012-PA028			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Gary M. Clifford			
4. I AM 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 Operating Officer			
PROPOSER INFORMATION			
6. Proposer's full legal name: Arakelian Enterprises, Inc.,		Telephone No.: 626-336-3636	
Address: PO Box 60009, Industry, 91716		Fax No.: 626-513-0988	
e-mail: GClifford@AthensServices.com	County WebVen No.: 00239801	IRS No.: 95-4313271	Business License No.: S0581
7. Proposer's fictitious business name(s) or dba(s) (if any): Athens Services			
County(s) of Registration: LA		State: CA	Year(s) became DBA: 1999
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor		Name of Proprietor:	
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business: Industry (Corporate office)	
		State of incorporation: CA	Year incorporated: 1958
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Ron Arakelian, Jr	Title	Director
Street	14048 Valley Blvd	City	Industry
Phone	626-336-3636	State	CA
Fax	626-513-0988	Zip	91716
Name(s)	Michael Arakelian	Title	Director
Street	14048 Valley Blvd	City	Industry
Phone	626-336-3636	State	CA
Fax	626-513-0988	Zip	91716
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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:			
<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge;			
OR			
<input type="checkbox"/> (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: 7/12/12
Type name and title: Gary M. Clifford, Chief Operating Officer			

SCHEDULE OF PRICES

STREET SWEEPING SERVICES (2012-PA028) – ROWLAND HEIGHTS

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL UNITS	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL UNITS)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	\$ 22.00	10,195.12	\$ 224,292.64
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	\$ 88.00	100.88	\$ 8,877.44
TOTAL PROPOSED ANNUAL PRICE					\$ 233,170.08

LEGAL NAME OF PROPOSER Arakelian Enterprises, Inc., dba Athens Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON: Gary M. Clifford, Chief Operating Officer		
DATE July 12, 2012	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE
PROPOSER'S ADDRESS: PO Box 60009 City of Industry, CA 91716		
PHONE (626) 336-3636	FACSIMILE (626) 513-0986	E-MAIL GClifford@AthensServices.com

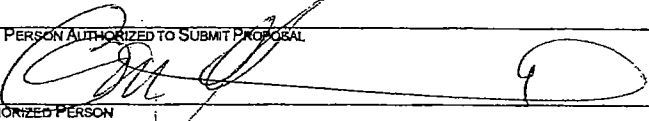
- 1 Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2 A Curb Mile (CM) shall equal a swept path not less than 10 feet wide for a total length of 5,280 feet.
- 3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

SCHEDULE OF PRICES

STREET SWEEPING SERVICES (2012-PA028) – RD 119/519

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL UNITS	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL UNITS)
1.	Sweeping of curbed streets ⁴	CURB MILES (CM) ⁵	\$ 22.00	10,952.76	\$ 240,960.72
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ⁶	\$ 88.00	279.24	\$ 24,573.12
TOTAL PROPOSED ANNUAL PRICE					\$ 265,533.84

LEGAL NAME OF PROPOSER Arakelian Enterprises, Inc., dba Athens Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Gary M. Clifford, Chief Operating Officer		
DATE July 12, 2012	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE
PROPOSER'S ADDRESS: PO Box 60009 City of Industry, CA 91716		
PHONE (626) 336-3636	FACSIMILE (626) 513-0986	E-MAIL GClifford@AthensServices.com

- ⁴ 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.
- ⁵ A Curb Mile (CM) shall equal a swept path not less than 10 feet wide for a total length of 5,280 feet.
- ⁶ A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

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

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

Company Name:	Arakelian Enterprises, Inc., dba Athens Services		
Company Address:	PO Box 60009		
City:	Industry	State:	CA Zip Code: 91716
Telephone Number:	626-336-3636		
(Type of Goods or Services):	Street Sweeping 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.

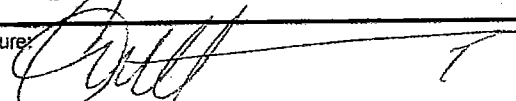
"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"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: Gary M. Clifford	Title: Chief Operating Officer
Signature: 	Date: 7/12/12

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Street Sweeping Services 2012-PA028
 SERVICE BY PROPOSER: Arakelian Enterprises, Inc., dba Athens Services
 PROPOSAL DATE: 7/1/212

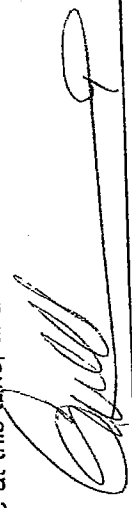
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of 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

	2007	2008	2009	2010	2011	Total	Current Year to Date
1. Number of contracts.	36	38	44	50	56	56	56
2. Total dollar amount of Contracts (in thousands of dollars).	163800	163819	171057	182654	197180	197180	197180
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	52	31	36	11	6	136	6
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.	1072	926	1381	279	177	3835	56

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.

Gary M. Clifford
 Name of Proposer or Authorized Agent (print)



Signature

7/12/12

Date

CONFLICT OF INTEREST CERTIFICATION

I, Gary M. Clifford

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

of Arakelian Enterprises, Inc., dba Athens Services
Name of proposer

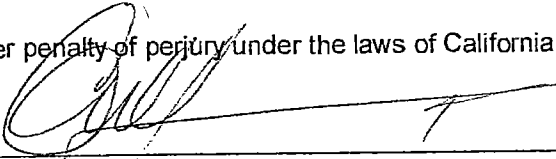
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

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 7/12/12

*** To assist the County, we have included letters of reference from several of our clients following this section ***** **FORM PW-6**

PROPOSER'S REFERENCE LIST

Arakelian Enterprises, Inc., dba Athens Services

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: Street Sweeping Services

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Sweeping	SERVICE DATES: 2008-Present	SERVICE:	SERVICE DATES:
DEPT/DISTRICT: Rowland Hts		DEPT/DISTRICT:	
CONTACT: David E. Oboza		CONTACT:	
TELEPHONE: 626-337-1277		TELEPHONE:	
FAX: 626-962-3982		FAX:	
E-MAIL: doboza@dpw.lacounty.gov		E-MAIL:	

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2002-present
AGENCY/FIRM: City of Azusa	
ADDRESS: 213 E. Foothill, Azusa	
CONTACT: Tito Haes	
TELEPHONE: 626-812-5248	
FAX: 626-334-6358	
E-MAIL: thaes@ci.azusa.ca.us	

SERVICE: Sweeping	SERVICE DATES: 1987-present
AGENCY/FIRM: City of Temple City	
ADDRESS: 9701 Las Tunas, TC, 91780	
CONTACT: Jose Pulido	
TELEPHONE: 626-285-2171	
FAX: 626-285-8192	
E-MAIL: jpulido@templecity.us	

SERVICE: Sweeping	SERVICE DATES: 2011-present
AGENCY/FIRM: City of Agoura Hills	
ADDRESS: 30001 Ladyface Court, 91301	
CONTACT: Robert Cortes	
TELEPHONE: 818 597 7329	
FAX:	
E-MAIL: rcortes@ci.agoura-hills.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2006-present
AGENCY/FIRM: City of Covina	
ADDRESS: 125 E. Covina, CA 91723	
CONTACT: Daryl Parrish	
TELEPHONE: 626-384-5410	
FAX: 626-332-5427	
E-MAIL: dparrish@covinaca.gov	

PROPOSER'S REFERENCE LIST

Arakelian Enterprises, Inc., dba Athens Services

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____ Street Sweeping Services _____

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
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SERVICE:	SERVICE DATES:
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SERVICE:	SERVICE DATES:
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B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/FIRM: City of Glendora	
ADDRESS: 116 E. Foothill, Glendora	
CONTACT: Chris Jeffers	
TELEPHONE: 626-914-8201	
FAX: 626-914-8221	
E-MAIL: cjeffers@ci.glendora.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/FIRM: City of Hermosa Beach	
ADDRESS: 1315 Valley Drive, 90254	
CONTACT: Ells Freeman	
TELEPHONE: (310) 629-1954	
FAX: 310-798-2917	
E-MAIL: efreeman@hermosabch.org	

SERVICE: Sweeping	SERVICE DATES: 2011-present
AGENCY/FIRM: City of Irwindale	
ADDRESS: 5050 Irwindale Ave, Irwindale 91706	
CONTACT: Loretta Corpis	
TELEPHONE: (626) 430-2211	
FAX: 626-962-4209	
E-MAIL: lorettac@ci.irwindale.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2012-present
AGENCY/FIRM: City of Lake Forest	
ADDRESS: 25550 Commercenter dr, #100 92630	
CONTACT: Luis Estevez	
TELEPHONE: (949) 461-3485	
FAX: (949) 461-3511	
E-MAIL: lestevez@lakeforestca.gov	

PROPOSER'S REFERENCE LIST
Arakelian Enterprises, Inc., dba Athens Services

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: Street Sweeping Services

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE:	SERVICE DATES:
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SERVICE:	SERVICE DATES:
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CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/FIRM: City of Manhattan Beach	
ADDRESS: 1400 Highland Avenue, 90266	
CONTACT: Juan Price	
TELEPHONE: (310) 802-5310	
FAX: (310) 802-5001	
E-MAIL: jprice@citymb.info	

SERVICE: Sweeping	SERVICE DATES: 2011-present
AGENCY/FIRM: City of Mission Viejo	
ADDRESS: 200 Civic Center, 92691	
CONTACT: Jerry Hill	
TELEPHONE: (949) 470-3085	
FAX: (949) 581-0983	
E-MAIL: jhill@cityofmissionviejo.org	

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/FIRM: City of Monrovia	
ADDRESS: 415 S. Ivy Ave, Monrovia, 91015	
CONTACT: Heather Maloney	
TELEPHONE: 626-932-5577	
FAX: 626-932-5520	
E-MAIL: hmaloney@ci.monrovia.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2008-present
AGENCY/FIRM: City of Monterey Park	
ADDRESS: 320 W. Newmark Ave, 91754	
CONTACT: Elias Saykali	
TELEPHONE: 626-307-1323	
FAX: 626-288-6861	
E-MAIL: esaykali@montereypark.ca.gov	

PROPOSER'S REFERENCE LIST

Arakelian Enterprises, Inc., dba Athens Services

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: Street Sweeping Services

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

A. COUNTY OF LOS ANGELES AGENCIES

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2010-Present
AGENCY/FIRM: City of Newport Beach	
ADDRESS: 3300 Newport Blvd., 92658	
CONTACT: Mark Harmon	
TELEPHONE: 949-644-3055	
FAX: 949-650-3055	
E-MAIL: mharmon@newportbeachca.gov	

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/FIRM: City of Placentia	
ADDRESS: 401E. Chapman Ave., 92870	
CONTACT: Steve Drinovsky	
TELEPHONE: (714) 993-8131	
FAX: 714-528-4640	
E-MAIL: sdrinovsky@placentia.org	

SERVICE: Sweeping	SERVICE DATES: 2010-Present
AGENCY/FIRM: City of Rosemead	
ADDRESS: 8838 E. Valley Blvd, 91770	
CONTACT: Chris Marcarello	
TELEPHONE: 626-569-2118	
FAX: 626-307-9218	
E-MAIL: cmarcarello@cityofrosemead.org	

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/FIRM: City of Pomona	
ADDRESS: 505 South Garey Ave, 91766	
CONTACT: Michael Tafoya	
TELEPHONE: 909-322-7607	
FAX: 626-522-3844	
E-MAIL: michael_tafoya@ci.pomona.ca.u	

PROPOSER'S REFERENCE LIST

Arakelian Enterprises, Inc., dba Athens Services

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: Street Sweeping Services

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
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SERVICE:	SERVICE DATES:
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B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2009-Present
AGENCY/ FIRM: City of San Fernando	
ADDRESS: 117 McNeil St, San Fernando ,91340	
CONTACT: Ron Ruiz	
TELEPHONE: 818-898-1222	
FAX: (818) 361-7631	
E-MAIL: rruiz@sfcity.org	

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/ FIRM: City of San Gabriel	
ADDRESS: 425 S. Mission Dr., 91776	
CONTACT: Steve Preston	
TELEPHONE: 626-308-2802	
FAX: 626-308-2816	
E-MAIL: Spreston@sgch.org	

SERVICE: Sweeping	SERVICE DATES: 2001-Present
AGENCY/ FIRM: City of San Marino	
ADDRESS: 2200 Huntington Dr, 91108	
CONTACT: Lucy Garcia	
TELEPHONE: 626-300-0700	
FAX: 626-300-0709	
E-MAIL: LGarcia@cityofsanmarino.org	

SERVICE: Sweeping	SERVICE DATES: 2007-present
AGENCY/ FIRM: City of Sierra Madre	
ADDRESS: 232 W. Sierra Madre, 91024	
CONTACT: Elaine Aguilar	
TELEPHONE: 626-355-7135	
FAX: 626-355-2251	
E-MAIL: eaguilar@cityofsierramadre.com	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Arakelian Enterprises, Inc., dba Athens Services
Street Sweeping Services
PROPOSED CONTRACT FOR: _____

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

A. COUNTY OF LOS ANGELES AGENCIES
All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
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SERVICE:	SERVICE DATES:
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B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/FIRM: City of South El Monte	
ADDRESS: 1415 N. Santa Anita, 91733	
CONTACT: Anthony Ybarra	
TELEPHONE: (626) 945-9409	
FAX: 626-579-2409	
E-MAIL: aybarra@soelmonte.org	

SERVICE: Sweeping	SERVICE DATES: 1990-present
AGENCY/FIRM: City of South Pasadena	
ADDRESS: 1414 Mission St, 91030	
CONTACT: Sergio Gonzalez	
TELEPHONE: (626) 318-4470	
FAX: 626-403-7211	
E-MAIL: sgonzalez@ci.south-pasadena.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/FIRM: City of Villa Park	
ADDRESS: 17855 Santiago Blvd, 92861	
CONTACT: Jarad Hillenbrand	
TELEPHONE: 714-998-1500	
FAX: 714-998-1508	
E-MAIL: jhildenbrand@villapark.org	

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



CITY OF NEWPORT BEACH

GENERAL SERVICES DEPARTMENT

Mark Harmon, Director

To Whom It May Concern:

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

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

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

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

Sincerely,

Mark Harmon, Director
General Services Department



City of Villa Park

17855 Santiago Boulevard, Villa Park, California 92861-4187
(714) 998-1500 • Fax: (714) 998-1508

www.villapark.org

To Whom It May Concern:

A few months ago, the City of Villa Park switched over to Athens Services for the City's new street sweeping contract. Immediately within those past few months, the City has been pleased with the high level of service and personal attention that Athens Services has provided.

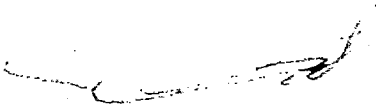
Even the City's residents have called in or stopped by City Hall to express their appreciation of the wonderful job Athens Service has been doing. In the years I have worked at the City of Villa Park, such appreciation from the residents is rare especially for services that most residents would take for granted. This positive resident feedback is a first-hand testimony to Athens' commitment to go above and beyond the minimum requirements.

Furthermore, it is worthy to note that Athens Services consistently follows up with the City to make sure that the City and its residents are satisfied with the street sweeping services. The staff at Athens Services has shown their willingness to accept feedback and to react accordingly.

From the City's perspective, we have been more than satisfied by the level of street sweeping services that Athens Services has provided. I have no reservations in recommending Athens to other local governments for their street sweeping needs.

Sincerely,

CITY OF VILLA PARK


Jarad Hildenbrand
Assistant City Manager / City Clerk

The Canyon City — Gateway to the American Dream



RE: Letter of Recommendation

To Whom It May Concern:

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

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

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

Thank you.

A handwritten signature in black ink, appearing to read 'Tito Haes', written over a horizontal line.

Tito Haes
Public Works Director/Assistant City Manager



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

Public Works Department
Development Services Division
Environmental Services Section

To Whom It May Concern:

Athens Services has been providing street sweeping services since July 1, 2006. During my 19 months with the City of Covina, I have been very satisfied with Athens Services' performance, especially our current Route Supervisor and main contact for street sweeping, Cesar Ortiz.

Cesar is very responsive, communicates well, and provides suggestions to residents' concerns. We've had several occasions where special sweeping was requested and completed with no issues.

It has been a pleasure working with Athens Services and Cesar Ortiz, and I would highly recommend their Street Sweeping Services.

Sincerely,

A handwritten signature in cursive script that reads "Linda McClure".

Linda McClure
Sr. Administrative Technician



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

Public Works Department
Development Services Division
Environmental Services Section

RE: ATHENS SERVICES STREET SWEEPING PERFORMANCE

To Whom It May Concern:

Athens Services was awarded the City of Covina Street Sweeping Contract on July 1, 2006. This past March, we extended the contract for twenty (20) years. Since the inception of the Contract, we have been extremely satisfied with Athens Services performance.

They are extremely responsive to any concerns or requests we have. Throughout the Contract, we have worked closely with the Route Supervisor, Cesar Ortiz, who is always available to address any concerns or problems immediately and the outcome always exceeds our expectations.

It has been a pleasure working with Athens Services these past 5 years and I would highly recommend their Street Sweeping Services.

Please contact me at (626) 384-5482 if you have any questions.

Best regards,

A handwritten signature in cursive script that reads "Michele Saint".

Michele Saint
Management Analyst
Environmental Services Section



OFFICE OF THE CITY MANAGER

CITY OF GLENDORA CITY HALL

(626) 914-8201

116 East Foothill Blvd., Glendora, California 91741

FAX (626) 914-8221

city_manager@ci.glendora.ca.us

To Whom It May Concern:

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

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

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

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

Sincerely,

Chris Jeffers
City Manager

PRIDE OF THE FOOTHILLS



To Whom It May Concern;

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

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

Kwok Tam
Director of Public Works





City of Manhattan Beach

Public Works Department

Phone: (310) 802-5300

FAX: (310) 802-5301

TDD: (310) 546-3501

To Whom It May Concern,

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

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

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

Respectfully,

Juan Price

Maintenance Superintendent

The People are the City

Mayor
JOSEPH V. AGUIRRE

City Administrator
TROY L. BUTZLAFF, ICMA-CM



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

401 East Chapman Avenue - Placentia, California 92870

To Whom It May Concern:

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

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

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

Sincerely,

A handwritten signature in black ink that reads 'Steve Drinovsky'. The signature is written in a cursive, flowing style.

Steve Drinovsky
Director of Public Works
City of Placentia

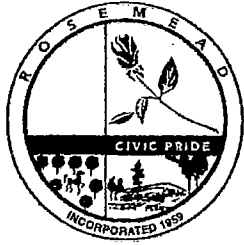
City of Placentia, Department of Public Works and Engineering
(714) 993-8131

 Recycled Paper

MAYOR:
GARY TAYLOR

MAYOR PRO TEM:
STEVEN LY

COUNCIL MEMBERS:
SANDRA ARMENTA
MARGARET CLARK
POLLY LOW



City of Rosemead

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

To Whom It May Concern,

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

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

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

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

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

Sincerely,

CHRIS MARCARELLO
Director of Public Works
City of Rosemead



Athens Services
15045 Salt Lake Ave
PO BOX 50009
City of Industry CA 91745

To Whom It May Concern:

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

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

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

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

Sincerely,

Bob Bustos
Interim Public Works Director



CITY OF SOUTH PASADENA

Letter of Recommendation
South Pasadena Street Sweeping Program

The City of South Pasadena Public Works Department oversees the Trash Collection and Street Sweeping program. We have been fortunate to work with Cesar Ortiz, Operations Supervisor during the past year for street sweeping services.

The street sweeping service is efficient and provides for special attention to the needs of our citizens. Cesar provides quick and courteous service to resolve customer complaints and requests for service. He understands the unique environment in which we operate and works to promote and support a long-term relationship.

Our relationship with Cesar and his increasing knowledge for conflict resolution and the scheduling of special sweeping operations has been very valuable. We have had no incident that has been too difficult to manage or resolve.

Sincerely,

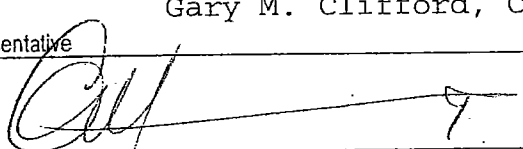
Diana Harder
Public Works Assistant

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Arakelian Enterprises, Inc., dba Athens Services
Proposer's Name
Address PO Box 60009, Industry, CA 91716
95-4313271
Internal Revenue Service Employer Identification Number

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

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> 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.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Arakelian Enterprises, Inc., dba Athens Services	
Proposer	
Gary M. Clifford, Chief Operating Officer	
Authorized representative	
Signature 	Date 7/12/12

LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
None			

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

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

FIRM NAME: Arakelian Enterprises, Inc., dba Athens Services

My County (WebVen) Vendor Number: 00239801

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

- As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is a copy of Local SBE certification issued by the County.

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):		965				
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	1
Hispanic/Latino			12	1	768	84
Asian or Pacific Islander			1	2	2	10
American Indian						
Filipino					1	3
White	5	1	19	0	38	75

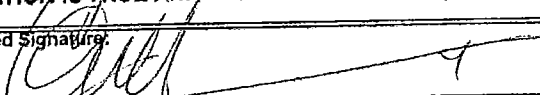
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: 	Title: Chief Operating Officer	Date: 7/12/12
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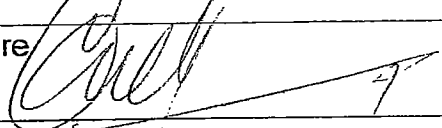
GAIN and GROW EMPLOYMENT COMMITMENT

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 Gary M. Clifford Chief Operating Officer
Firm Name Arakelian Enterprises, Inc., dba Athens Services	Date 7/12/12

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:	Date of Request:
Project Title:	Project No.:

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

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

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

_____ (Name) _____ (Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____ _____	
Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Arakelian Enterprises, Inc., dba Athens Services

Company Name

PO Box 60009, Industry, CA 91716

Address

95-4313271

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(X)

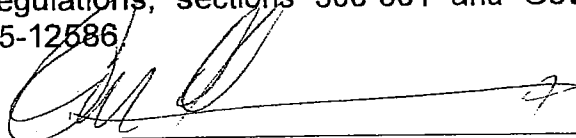
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OR

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

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7/12/12

Signature

Date

Gary M. Clifford, Chief Operating Officer

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

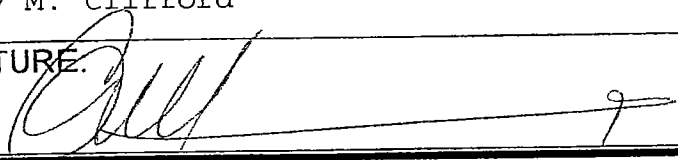
COMPANY NAME: Arakelian Enterprises, Inc., dba Athens Services		
COMPANY ADDRESS: PO Box 60009		
CITY: Industry	STATE: CA	ZIP CODE: 91716

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: Gary M. Clifford	TITLE: Chief Operating Officer
SIGNATURE: 	DATE: 7/1/12

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

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

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

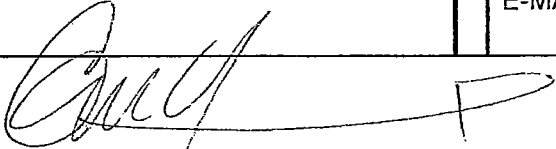
Proposer must list all contracts that have been terminated within the past three years... Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination 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 

DATE: 7/12/12

Gary M. Clifford, Chief Operating Officer

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Arakelian Enterprises, Inc., dba Athens Services

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

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

A. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)

2. Name of Litigation/Judgment: Edixon Franco v. Athens Services

3. Case Number: BC 36901

4. Court of Jurisdiction: LA Superior Court

5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Plaintiff Edixon Francho, a former driver of the company filed a complaint on 4/9/2007 alleging failure to provide meal periods and rest periods failure to pay overtime, and for Private Attorney General Act and Labor Code Section 203 penalties. Franco is seeking to represent a class of drivers. The Company is seeking to have the case arbitrated. The Company denies the claim.

B. Pending Litigation Threatened Litigation Judgment (check one)

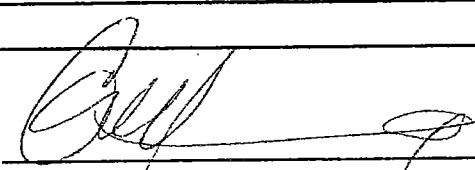
1. Against Proposer; Principal; Both (check as appropriate)

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: 
Gary M. Clifford

Date: 7/2/12

STREET SWEEPING SERVICES (2012-PA028)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

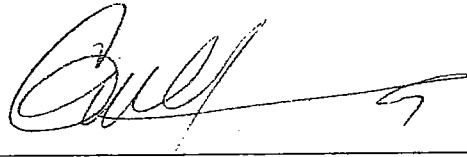
Arakelian Enterprises, Inc., dba Athens Services

Proposer's Name
PO Box 60009, Industry, CA 91716

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: _____



Date: 7/12/12

Gary M. Clifford, Chief Operating Officer

**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**

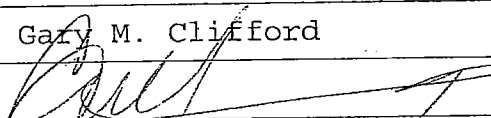
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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: Gary M. Clifford	Title: Chief Operating Officer
Signature: 	Date: 7/12/12

**STATEMENT OF EQUIPMENT FORM FOR
STREET SWEEPING SERVICES (2012-PA028)
AREA: ROWLAND HEIGHTS
(Must use one sheet per Area)**

PROPOSER'S NAME: Arakelian Enterprises, Inc., dba Athens Services
ADDRESS: PO Box 60009, Industry, CA 91716
TELEPHONE: 626-336-3636

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT 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)
Regenerative air swpr.	Tymco BAH	600	2011	1FVAC4DX8BAX496	YES
Regenerative air swpr.	Tymco BAH	600	2007	1FVAB6BV17DX20151	YES

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

**STATEMENT OF EQUIPMENT FORM FOR
STREET SWEEPING SERVICES (2012-PA028)
AREA: ROAD DISTRICT 119/519
(Must use one sheet per Area)**

PROPOSER'S NAME: Arakelian Enterprises, Inc., dba Athens Services
 ADDRESS: PO Box 60009, Industry, CA 91716
 TELEPHONE: 626-336-3636

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT 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 HAS A TAIL BROOM AND TWO GUTTER BROOMS (YES/NO ¹)	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO ²)
Regenerative Air Swpr	Tymco BAH	600	2011	1FVAC4DX6BHAX4495	NO	YES
Regenerative Air Swpr	Tymco BAH	600	2011	1FVAC4DX5CHBP9708	NO	YES
Regenerative Air Swpr	Tymco BAH	600	2007	1FVAB6BV96DV11643	NO	YES

¹ If your answer is **NO**, your proposal may be rejected as non-responsive.
² If your answer is **NO**, your proposal may be rejected as non-responsive.
 **** As per Mandatory, Tail broom not required **

**STREET SWEEPING SERVICES (2012-PA028)
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

PROPOSER MUST CHECK A BOX

At the time of proposal submission, Proposer must meet the following minimum requirement:

- Proposer or its managing employee must have a minimum of 3 years experience performing street sweeping services.**

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

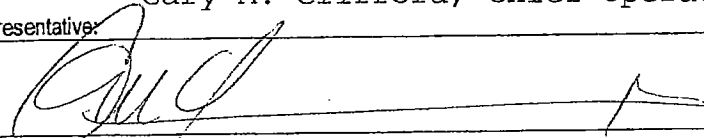
Proposing Entity	Years of Experience	Details
Athens Services	25	Our first street sweeping contract was the City of Temple City in 1987 and we still have the contract today.

Or

Managing Employee	Years of Experience	Details

- No. Proposer does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as nonresponsive.**

I declare under penalty of perjury that the above information is true and accurate.

Arakelian Enterprises, Inc., dba Athens Services	
Proposer's Name:	
PO Box 60009, Industry, CA 91716	
Address:	
Gary M. Clifford, Chief Operating Officer	
Authorized representative:	
Signature: 	Date: 7/12/12

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.20 Definitions.

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

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief executive officer, but in no event less than 35 hours worked per week.

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

2.201.30 Prospective effect.

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

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation

of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.70 Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's

other employees. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

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

- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers,

directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 § 1, 1999; Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 § 1 (part), 1999.)

~~-----*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.~~

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: Arakelian Enterprises, Inc., dba Athens Services			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

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

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

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program. (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

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

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

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other (Specify): _____

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

**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.

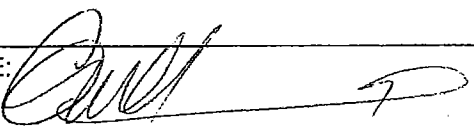
- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing 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 than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): 1) Health Net Salud Y Mas HMO 2) Health Net Silver HMO

Company Insurance Group Number: 1) L6755A 2) R1264A

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Arakelian Enterprises, Inc., dba Athens Services	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: 	DATE: 7-12-12
PLEASE PRINT NAME: GARY M. CLIPPARD	TITLE OR POSITION: CHIEF OPERATING OFFICER

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

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

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS :

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

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

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

Owner's/Agent's Authorized Signature

Gary M. Clifford, Chief Operating

Print Name and Title Officer

Arakelian Enterprises, Inc., dba Athens Services

7/12/12

Print Name of Firm

Date

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

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

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

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

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

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

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Arakelian Enterprises, Inc., dba Athens Services

Name of Proposer's Health Plan: Health Net (PPO/Silver/Salud) Date: 7/12/12

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 1 dependent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 2 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 3 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Proposer's portion of above health premium payment		259.08	
Employee only	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 577.02	
Employee + 1 dependent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 577.02	
Employee + 2 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 577.02	
Employee + 3 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 764.28	
Any Annual Deductible?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$15 Co Pay
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 1500.00	
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 4500.00	
Any Lifetime Maximum?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Ambulance coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Doctor's Office Visits	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Emergency Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$100 Co Pay
Home Health Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Hospice Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Hospital Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Immunizations	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Maternity	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Mental Health	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)		WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y	N	\$	
Physical Therapy	Y	N	\$	
Prescription Drugs	Y	N	\$	\$5/\$15/\$35 No deductible
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 90 days of employment.
- Is defined as an employee who is employed more than hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

*** Please also see SECTION TWELVE ***** INSTRUCTIONS ** More details in Section Twelve *****

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.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>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?</p> <p>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?</p>	<p>1.1 Kronos Automated Timekeeping System</p> <p>1.2 Central site</p> <p>1.3 Punch in at assigned start time at central site</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>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?</p>	<p>2. Automated Kronos computerised check in System / Time Cards</p>
<p>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. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 The KRONOS system allows us to print a variety of reports concerning all employees actual work periods. 3.2 Same as 3.1 3.3 Records are maintained on a daily and weekly basis. 3.4 Records are created by the Operation Management staff and by the payroll department. 3.5 Records are verified weekly by the Accounting Manager, General Manager and the VP of Finance for accuracy and adherence to State and Federal Labor laws. 3.6 Records are stored in weekly periods and kept here at the central location and also at the Iron Mountain Storage facility. 3.7 The KRONOS timekeeping records are used in conjunction with the Infinium AS400 Payroll System to process are weekly payroll. 3.8 Please see next page.</p>

4/29
12:42:50

Adams Services

██████████

20

Options: 1=Select 2=Delete 3=Breakdown

4/27
4/27

Day	Date	Time	Code	Rate	Hours	Amount	Rate	Code
MON	4/22/7	430A	J	330	1	10.00	2.00	PS
TUE	4/22/7	430A	U	115		8.25	2.00	PS
WED	4/23/7	430A	U	1230		7.00	2.00	PS
THU	4/24/7	430A	U	100		6.00	2.00	PS
FRI	4/25/7	430A	J	130	1	8.50	2.00	PS
SAT	4/25/7	500A	J	915A		4.25	2.00	PS

Bottom

F3=Exit
F11=Charge

F6=Add
F12=Cancel

F8=Adjust
F13=Actual

F9=Previous
F14=Defaults

F10=Next
F15=Print

F16=Audit

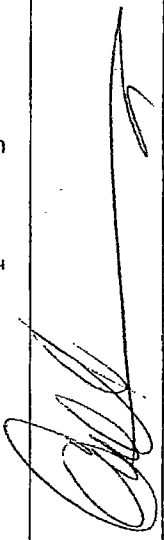
SAMPLE
COMPUTER
PAYROLL
RECORD

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

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>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).</u></p>	<p>6.1 We use an in-house payroll processing program called Infinum and our timekeeping we us the KRONOS system.</p> <p>6.2 Weekly, Automated checks</p> <p>6.3 Single checks</p> <p>6.4 Types of income (Reg, OT, Vac, Holiday etc..)</p> <p>and all deductions.</p> <p>6.5 Copy attached after last page of form LW-9.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>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.</p> <p>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?</p>	<p>7.1 and 7.2 None of this applies to Athens Services.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>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.</p> <p>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?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 Time data from the confirmed Kronos time reports are automatically uploaded in the Infinium Payroll System. The only manual entries entered are for current or previous week adjustments, i.e., missing hours, vacation pay, and bonus pay.</p> <p>8.2 N/A</p> <p>8.3 The calculations are embedded in the software. Infinium notifies the IT Manager of any upcoming changes.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>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.</p> <p>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.</p>	<p>9.1 Travel time is not treated differently than work time.</p> <p>9.2 No multiple wage rates</p> <p>9.3 .a Athens wage rates exceed the County's living wage rates. No multiple wage rates</p> <p>9.3.b Athens wage rates exceed the County's living wage rates. No multiple wage rates</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 Overtime is calculated by the regular rate multiplied by 1.5 to get the overtime rate. The overtime hours are then multiplied by the overtime rate in order to get the overtime wages.</p> <p>10.2 We have no multiple wage rates.</p>



DATED: 7/12/12

PROPOSER'S SIGNATURE:

Gary M. Clifford

Series Timekeeper: Womens Services
TOTAL HOURS REPORT
2/28/11 THRU 3/7/11
EMPLOYEE SUMMARY

DEPT	EMP NO.	EMPLOYEE NAME	OT HRS	SUN	MON	TUE	WED	THUR	FRI	SAT	TOTAL HRS	HOURS PAID
DRVR AUTO - RT 070		[REDACTED]	12.25		9.50	10.25	10.50	10.75	11.25		52.25	52.25
DRVR AUTO - RT 071		GOV [REDACTED]	12.25		9.50	10.25	10.50	10.75	11.25		52.25	52.25
DRVR AUTO - RT 072		[REDACTED] isco	12.50		10.25	10.00	10.25	11.75	10.25		52.50	52.50
DRVR AUTO - RT 077		[REDACTED] iacio	9.75		10.00	10.25	7.75	10.75	11.00		49.75	49.75
DRVR AUTO - RT 078		[REDACTED] se L.	9.75		10.00	10.25	7.75	10.25	11.50		49.75	49.75
DRVR AUTO - RT 090		[REDACTED] isco	11.00		10.00	11.00	9.50	10.00	10.50		51.00	51.00
DRVR AUTO - RT 091		[REDACTED] C.	12.25		10.00	11.00	9.50	11.00	10.75		52.25	52.25
DRVR AUTO - RT 092		[REDACTED] Quadale	12.25		10.00	11.00	6.25	10.25	9.25		46.75	46.75
DRVR AUTO - RT 100	1890	[REDACTED]	6.75		10.00	11.00	6.25	10.25	9.25		46.75	46.75
DRVR AUTO - RT 101	240	[REDACTED] Cabanel	12.50		10.75	10.50	10.25	10.25	10.75		52.50	52.50
DRVR AUTO - RT 103	240	[REDACTED] Martin C.	14.50		11.50	10.25	11.00	11.00	10.75		54.50	54.50
			14.75		11.25	10.50	6.00	10.25	10.75	6.00	54.75	54.75
			14.75		11.25	10.50	6.00	10.25	10.75	6.00	54.75	54.75

Department: 10-OPS VINCENT - OPERATIONS

EMPLOYEE NO	DATE	ROUNDED		DAILY NOTES	ACTUAL		SCHEDULED	PAY CODE	HOURS	AP	Division	TOTAL HOURS
		IN	OUT		IN	OUT						
[REDACTED]	25	52.75	WORKED	52.75	NON-WORKED	00	PAID	52.75	NON-PAID			
TOT HRS:		52.75	WORKED	52.75	NON-WORKED	00	PAID	52.75	NON-PAID			52.75
HOURS BY PAY CODE		52.75	WORKED	52.75	NON-WORKED	00	PAID	52.75	NON-PAID			52.75
[REDACTED]		23.42	WORKED	23.42	NON-WORKED	00	PAID	23.42	NON-PAID			23.42
TOT HRS:		23.42	WORKED	23.42	NON-WORKED	00	PAID	23.42	NON-PAID			23.42
HOURS BY PAY CODE		23.42	WORKED	23.42	NON-WORKED	00	PAID	23.42	NON-PAID			23.42
[REDACTED]		40.00	WORKED	40.00	NON-WORKED	00	PAID	40.00	NON-PAID			40.00
TOT HRS:		40.00	WORKED	40.00	NON-WORKED	00	PAID	40.00	NON-PAID			40.00
HOURS BY PAY CODE		40.00	WORKED	40.00	NON-WORKED	00	PAID	40.00	NON-PAID			40.00
[REDACTED]		54.50	WORKED	54.50	NON-WORKED	00	PAID	54.50	NON-PAID			54.50
TOT HRS:		54.50	WORKED	54.50	NON-WORKED	00	PAID	54.50	NON-PAID			54.50
HOURS BY PAY CODE		54.50	WORKED	54.50	NON-WORKED	00	PAID	54.50	NON-PAID			54.50
[REDACTED]		48.75	WORKED	48.75	NON-WORKED	00	PAID	48.75	NON-PAID			48.75
TOT HRS:		48.75	WORKED	48.75	NON-WORKED	00	PAID	48.75	NON-PAID			48.75
HOURS BY PAY CODE		48.75	WORKED	48.75	NON-WORKED	00	PAID	48.75	NON-PAID			48.75
[REDACTED]		20.00	WORKED	20.00	NON-WORKED	00	PAID	20.00	NON-PAID			20.00
TOT HRS:		20.00	WORKED	20.00	NON-WORKED	00	PAID	20.00	NON-PAID			20.00
HOURS BY PAY CODE		20.00	WORKED	20.00	NON-WORKED	00	PAID	20.00	NON-PAID			20.00
[REDACTED]		53.50	WORKED	53.50	NON-WORKED	00	PAID	53.50	NON-PAID			53.50
TOT HRS:		53.50	WORKED	53.50	NON-WORKED	00	PAID	53.50	NON-PAID			53.50
HOURS BY PAY CODE		53.50	WORKED	53.50	NON-WORKED	00	PAID	53.50	NON-PAID			53.50
[REDACTED]		53.75	WORKED	53.75	NON-WORKED	00	PAID	53.75	NON-PAID			53.75
TOT HRS:		53.75	WORKED	53.75	NON-WORKED	00	PAID	53.75	NON-PAID			53.75
HOURS BY PAY CODE		53.75	WORKED	53.75	NON-WORKED	00	PAID	53.75	NON-PAID			53.75
[REDACTED]		54.75	WORKED	54.75	NON-WORKED	00	PAID	54.75	NON-PAID			54.75
TOT HRS:		54.75	WORKED	54.75	NON-WORKED	00	PAID	54.75	NON-PAID			54.75
HOURS BY PAY CODE		54.75	WORKED	54.75	NON-WORKED	00	PAID	54.75	NON-PAID			54.75
[REDACTED]		55.00	WORKED	55.00	NON-WORKED	00	PAID	55.00	NON-PAID			55.00
TOT HRS:		55.00	WORKED	55.00	NON-WORKED	00	PAID	55.00	NON-PAID			55.00
HOURS BY PAY CODE		55.00	WORKED	55.00	NON-WORKED	00	PAID	55.00	NON-PAID			55.00
[REDACTED]		47.00	WORKED	47.00	NON-WORKED	00	PAID	47.00	NON-PAID			47.00
TOT HRS:		47.00	WORKED	47.00	NON-WORKED	00	PAID	47.00	NON-PAID			47.00
HOURS BY PAY CODE		47.00	WORKED	47.00	NON-WORKED	00	PAID	47.00	NON-PAID			47.00
[REDACTED]		45.50	WORKED	45.50	NON-WORKED	00	PAID	45.50	NON-PAID			45.50
TOT HRS:		45.50	WORKED	45.50	NON-WORKED	00	PAID	45.50	NON-PAID			45.50
HOURS BY PAY CODE		45.50	WORKED	45.50	NON-WORKED	00	PAID	45.50	NON-PAID			45.50
[REDACTED]		48.75	WORKED	48.75	NON-WORKED	00	PAID	48.75	NON-PAID			48.75
TOT HRS:		48.75	WORKED	48.75	NON-WORKED	00	PAID	48.75	NON-PAID			48.75
HOURS BY PAY CODE		48.75	WORKED	48.75	NON-WORKED	00	PAID	48.75	NON-PAID			48.75



PO BOX 60008 • CITY OF INDUSTRY, CA 91716-0008
(626) 336-3636

DATE
10/22/2010

DEPOSITED ACCOUNT NUMBER AMOUNT
DIR DEP - CHECKING _____ 690.19

PAY
TO THE
ORDER OF

**** NON-NEGOTIABLE ****

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

Athens Services

EMPLOYEE# RATE PAY PERIOD ENDED 10/17/2010 VOUCHER# 66005
HOURS 11 39.75 22 .25

EARNINGS	CURRENT	Y-T-D	DEDUCTIONS	CURRENT	Y-T-D
STRAIGHT TIME	918.23	34,058.57	FICA TAX	57.23	2461.26
OVERTIME	8.66	767.93	MEDICARE TAX	13.39	575.62
ST.TIME ADJ		497.42	SDI	10.15	436.67
HOLIDAY		712.00	EMPLOYEE LOAN	50.00	700.00
STICK PAY		1,006.82	DENTAL INSURANCE	3.93	165.06
COMMISSION PAY		2,670.00	STATE TAX LEVY		244.01
BONUS		150.00	PS LOAN	102.00	1483.70
GROSS PAY	926.89	39,862.74	DIR DEP CHECKING	690.19	32552.48
			DED. TOTALS:	926.89	



Section Fourteen

Subcontractor's Proposer's Forms List

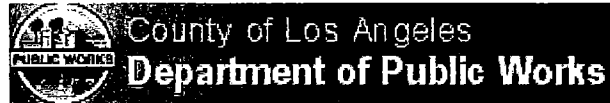
As mentioned earlier, Athens Services will not be using any subcontractors.



Section Fifteen

Living Wage Ordinance – Application for Exemption

Athens Services provides employees a generous health plan and competitive wage that exceeds the Living Wage by 30%. Athens Services is not seeking an Application for Exemption.



Section Sixteen

Additional Information

Included in this section is:

- (1) A printout of some of the pages of our Website, www.AthensServices.Com which contains significant information regarding our experience, our customers, and our ability to provide high quality service to the County under this agreement.
- (2) A copy of the e-mail and attachments sent to all employees regarding Safe Surrender.

Tommy Ouzoonian

From: Tommy Ouzoonian
Sent: Tuesday, July 03, 2012 2:01 PM
To: Everyone (Athens)
Subject: Safe Surrender Information
Attachments: SSB_Eng_Brochure082409.pdf; SSB_Span_Brochure082409.pdf

To comply with our contracts with Los Angeles County, please share the attached files regarding Safe Surrender with your staff.

Thank you.

Tommy Ouzoonian
Sales and Marketing Department

Athens Services
Box 60009
City of Industry, CA 91716
(888) 336-6100 Extension #2664
Fax (626) 513-0988
WWW.AthensServices.Com



Consider the environment. Please don't print this e-mail unless really needed.

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(888) 336 - 6100

HOME	ABOUT US	ABOUT MY CITY	PAY MY BILL	BULKY ITEM ORDER FORM	ROLL-OFF ORDER FORM	TAKE THE SURVEY
MATERIAL RECOVERY FACILITY	HAZARDOUS WASTE	SHARPS DISPOSAL	YARD WASTE	ELECTRONIC WASTE	FOODWASTE	
RESIDENTIAL SERVICES	COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE		
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		

Please click here for information regarding AB341!

Welcome to Athens Services!

Please select one of the service tabs above or click on a "Quick-Link" below!

Contact Us!



Us!

Request a Commercial Pricing Proposal!



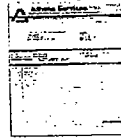
Pricing Proposal!

Order a Roll-Off Box or Temporary Bin!



or Temporary Bin!

Sign up for Paperless Billing!



Paperless Billing!

Go To My City!



My City!

Click Here to watch the 5-minute video!



the 5-minute video!

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(888) 336-6100

HOME	ABOUT US	ABOUT MY CITY	PAY MY BILL	BULKY ITEM ORDER FORM	ROLL-OFF ORDER FORM	TAKE THE SURVEY
MATERIAL RECOVERY FACILITY		HAZARDOUS WASTE	SHARPS DISPOSAL	YARD WASTE	ELECTRONIC WASTE	FOODWASTE
RESIDENTIAL SERVICES		COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE	
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		



About Us

Athens Services has been providing waste collection and recycling services in Southern California for over 50 years. We are family-owned and operated, offering a variety of State-of-the-Art services, including automated waste and recycling collection, greenwaste recycling programs, organics waste composting, special waste transportation, transfer and materials recovery, storage box rentals, and street and parking lot sweeping services in many areas of Southern California.

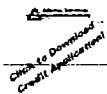
We currently have long term waste collection and recycling service agreements with the following communities:

Altadena	Azusa	Covina	Bell Gardens	Glendora
Irwindale	Monrovia	Montebello	Monterey Park	Palos Verdes Estates
Redondo Beach	Riverside	San Gabriel	San Marino	Sierra Madre
South El Monte	South Pasadena	Temple City	West Covina	West Hollywood

We currently have long term street sweeping service agreements with the following communities:

Azusa	Agoura Hills	Covina	Glendora	Hermosa Beach
Irwindale	Manhattan Beach	Monrovia	Mission Viejo	Monterey Park
Newport Beach	Placentia	Pomona	Rosemead	Rowland Hts.
San Fernando	San Gabriel	San Marino	Sierra Madre	South El Monte
South Pasadena	Temple City	Villa Park		

Click below to Download a Credit Application!



In order to continue to provide excellent *localized* service, we have operational centers in the City of Industry, Sun Valley, Irwindale, Montebello, Riverside, and other locations now under construction. You are always welcome to visit our modern facilities and to experience, first hand, our commitment to excellence. We are fully insured and have dedicated field account representatives to ensure your continued satisfaction.

Athens *gives back* to the communities we serve through supporting local organizations, events, and projects. We also service many local schools at highly discounted rates.

At Athens Services we strive to maintain an attitude of total customer satisfaction. In order to achieve this goal, the entire organization has been structured into customer-driven business entities where quality of service is an obsession. At all levels, the company believes that the best way to accomplish quality and productivity is through empowering people. With such high expectations of quality service, Athens strives to maintain a motivating climate, furnishes the necessary resources, and makes sure that high quality job performance pays off.

Customer Service

Athens is committed to proactive, high quality service. From our cellular phone-dispatched Account Managers to our in-house, service-oriented staff, we respond quickly to your needs and requirements. We are able to translate over [175 languages!](#)

→ **CONTACT CUSTOMER SERVICE**

Recycling

As the largest recycler in Los Angeles County, Athens is committed to helping your community meet its disposal needs through improved waste management.

Whether it's residential or commercial recycling services, Athens has the expertise to meet your needs.

→ **ASK A RECYCLING QUESTION**

Safety

The safety and welfare of our employees and the citizens of the communities we serve are vitally important to Athens. In fact, employee and citizen safety is our first priority. In addition to maintaining safe, reliable equipment, all employees receive thorough, continuous on-the-job safety training.

Planning for safety and health is an important part of each department manager's job. Athens' corporate philosophy dictates that safety and health be a part of every business decision including purchasing, engineering, changes in work processes, and planning for potential emergencies.

Training is a very important element of such a program. This aspect of our program brings new ideas into the workplace, re-emphasizes safe practices, and helps to put other elements of our total safety program into action.

Athens commitment for ensuring that employees comply with safety and healthy work practices are discussed during the safety orientation and throughout the year at weekly meetings. Our employees benefit from safety and health training through fewer work-related injuries and illnesses, reduced stress and worry caused by exposure to hazards.

Community Involvement

Since the beginning, we have given back to the local communities we serve through supporting local service organizations, events, and projects.

Athens' mini-trash-truck is a favorite with children at parades and festivals throughout the San Gabriel Valley. The mini-truck, "Mighty Mike," in conjunction with the Company's recycling display and information booth, help residents and businesses to recognize ways to help improve our environment.

→ **SEE A PHOTO OF MIGHTY MIKE**

Commercial Refuse Removal

From small businesses to the largest chain stores, Athens speaks the language of business.

As the largest commercial and industrial trash and recycling provider in Los Angeles County, Athens provides services that will **exceed** your expectations. Athens provides services in most areas of Los Angeles County and also the City of Riverside.

→ **CONTACT THE SALES DEPARTMENT FOR A PROPOSAL**

Residential Services

Athens sets the standard for quality residential service. We provide a multitude of service types, from curbside pickup to custom back yard service.

Click on the link above for basic residential information. If you require further details, click on the link below.

→ **CONTACT THE CUSTOMER SERVICE DEPARTMENT**

Materials Recovery Facility (MRF)

Tons of recyclable materials are extracted annually to meet AB939 recycling goals and delivered to post-consumer markets.

Click on the link to learn more about our state-of-the-art facility located in the City of Industry.

Temporary Services

Athens Services meets the needs of its customers everyday with dependable, low cost temporary rubbish containers, roll-off boxes, and storage containers. If you'd like to order a roll-off, please click [here!](#)

Whether it's residential or commercial recycling services, Athens has the expertise to meet your needs.

→ ORDER TEMPORARY SERVICE

Street and Parking Lot Sweeping

Miles of city streets and commercial properties are swept clean each week by Athens employees.

If you are a commercial business looking for Compost, please click here!

Hazardous Waste

To avoid an interruption of your service, please do not place hazardous materials into your trash. Most paints, pesticides, and petroleum derivatives such as motor oil and solvents are considered hazardous wastes. Additionally, electronic waste such as fluorescent tubes, all batteries, televisions, computer monitors, and other items containing mercury are no longer allowed in your trash. Tires are also not allowed in the trash. State and Federal laws require special handling for these wastes and there are periodic L.A. County Hazardous Waste Roundups and Used Oil Collection Centers for proper disposal of hazardous materials. For more details, please call the HAZWASTE HOTLINE at (888) CLEAN-LA. **If hazardous waste is identified, it will be tagged and not collected.**

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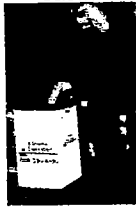
HOME	ABOUT US	ABOUT MY CITY	PAY MY BILL	BULKY ITEM ORDER FORM	ROLL-OFF ORDER FORM	TAKE THE SURVEY
MATERIAL RECOVERY FACILITY		HAZARDOUS WASTE	SHARPS DISPOSAL	YARD WASTE	ELECTRONIC WASTE	FOODWASTE
RESIDENTIAL SERVICES		COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE	
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		



About My City

Please click on your City's name for downloadable information about your services!

To place an order for event boxes and liners, please click on the picture below!



- Altadena
- Azusa
- Bell Gardens
- Commerce
- Covina
- Glendora
- Inwindale
- La Canada Flintridge
- Los Angeles - City of
- Los Angeles - Unincorporated Areas
- Mission Viejo
- Monrovia
- Montebello
- Monterey Park
- Palos Verdes Estates

- Pasadena
- Placentia
- Pomona
- Redondo Beach
- Riverside
- Rosemead
- San Fernando

- San Gabriel

- San Marino

- Sierra Madre

- South El Monte

- South Pasadena

- Temple City

- Villa Park

- West Covina

- West Hollywood

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HOME	ABOUT US	ABOUT MY CITY	PAY MY BILL	BULKY ITEM ORDER FORM	ROLL-OFF ORDER FORM	TAKE THE SURVEY
MATERIAL RECOVERY FACILITY	HAZARDOUS WASTE	SHARPS DISPOSAL	YARD WASTE	ELECTRONIC WASTE	FOODWASTE	
RESIDENTIAL SERVICES	COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE		
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Street and Parking Lot Sweeping, Pressure Washing, & Porter Services



- Full Service Sweeping
- Lowest Rates
- Seven Day Service Available
- State-of-the-Art Sweepers
- Fully Committed to Safety












- Large or Small Properties
- Commercial Businesses
- Homeowner Associations
- Apartment Buildings
- Parking Structures
- Industrial Complexes

→ CONTACT THE SALES DEPARTMENT FOR A LOW-COST PROPOSAL



Official Street Sweeping Contractor for:

 Agoura Hills	 Azusa	 Covina	 Glendora	 Hermosa Beach	 Irwindale
 Monrovia	 Monterey Park	 Newport Beach	 Placentia	 Pomona	 Rosemead

 Manhattan Beach	 Mission Viejo	 Manhattan Beach	 Mission Viejo	 San Fernando	 San Gabriel
 Sierra Madre	 South El Monte	 South Pasadena	 Temple City	 Wila Park	

Service areas include most of Southern California, Including San Diego

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(888) 336-6100

HOME	ABOUT US	ABOUT MY CITY	PAY MY BILL	BULKY ITEM ORDER FORM	ROLL-OFF ORDER FORM	TAKE THE SURVEY
MATERIAL RECOVERY FACILITY	HAZARDOUS WASTE	SHARPS DISPOSAL	YARD WASTE	ELECTRONIC WASTE	FOODWASTE	
RESIDENTIAL SERVICES	COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE		
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		



Material Recovery Facility

Our processing facility is located in unincorporated Basset near the City of Industry. The facility is a computer controlled, state-of-the-art plant designed specifically for the processing of municipal solid waste. Please see the storyboard below for details on how it operates.

Additionally, you can click here for downloadable information about the materials we recover from the waste stream!



The Athens Material Recovery facility is a computer controlled, state-of-the-art plant designed specifically for the processing of municipal solid waste.



Trash collected by Athens Services trucks from many cities in Los Angeles County is deposited onto the Tipping floor.



The materials are moved with heavy equipment onto the walking floors toward the processing equipment.



Utilizing a combination of machinery and human resources, recyclables are removed from the waste stream.



Besides providing a valued and needed service to the community, Athens Services is also one of the largest employers in the San Gabriel Valley.



Once sorted, recyclable materials are moved via conveyor to the baler.



There are more than 3 dozen commodities that the Athens facility removes from the waste stream. Most recently, Athens added the ability to recycle soiled carpeting and padding.



This part of the facility allows us to more economically retrieve recyclables, especially construction materials, from the waste stream.

Once baled, materials are shipped to foreign and domestic markets. Because of our efficient, proprietary technology, Athens materials are in great demand throughout the world.

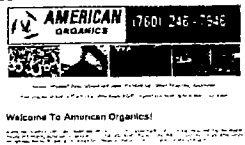


In addition to recycling, the facility is also a transfer station. Trash is packed into our fleet of tractors and trailers for transfer of residual materials.

Additionally, Athens has a separate building for processing of construction and demolition debris, as well as other large loads of bulky recyclable materials, such as cardboard.



Trailers are efficiently top-loaded in the MRF transfer tunnel, after which the loads are covered and transported by Athens drivers to area landfills for disposal.

	<p>If you are a commercial business looking for Compost, please click here!</p>
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RESIDENTIAL SERVICES	COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE		
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		



Commercial and Industrial Services

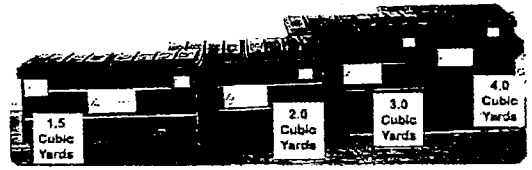
Click below to Download a Credit Application!



- Over 50 Years of Reliable Rubbish Removal and Recycling Service
- Exclusive Contractor to 17 Cities
- Fully Insured and Committed to Safety
- Modern, State-of-the-Art, Nextel Dispatched Trucks
- Nextel Dispatched Account Managers
- Devoted to Supporting the Communities We Service

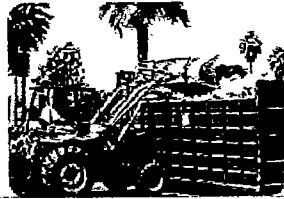


Athens experienced staff will custom-design a program to meet your business needs.

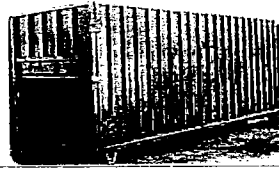


Front-Load Trash Bin (Dumpster) Services

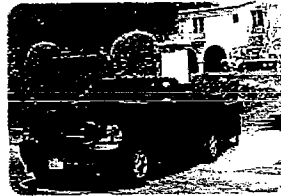
- CONTACT THE SALES DEPARTMENT FOR A PROPOSAL
- MINIMUM SERVICE LEVELS REQUIRED FOR APTS. & BUSINESSES
- BIN AND ROLL-OFF DIMENSIDNS
- TRASH BIN ENCLOSURE DIMENSIONS
- DOWNLOAD THE RULES AND REGULATIONS
- ORDER A ROLL-OFF BOX



Roll-Off Box (Construction Debris) Service



Trash Compaction Equipment Sales and Service



Customized Trash Collection and Recycling Services



Storage Box Rental Services

	<p>If you are a commercial business or a contractor that requires Hazardous or Special Waste transportation services, please click on the logo below and select COMMERCIAL SERVICE!</p>
--	---

	<p>If you are a commercial business looking for Compost, please click here!</p>
--	--

Hazardous Waste

To avoid an interruption of your service, please do not place hazardous materials into your trash. Most paints, pesticides, and petroleum derivatives such as motor oil and solvents are considered hazardous wastes. Additionally, electronic waste such as fluorescent tubes, all batteries, televisions, computer monitors, and other items containing mercury are no longer allowed in your trash. Tires are also not allowed in the trash. State and Federal laws require special handling for these wastes and there are periodic L.A. County Hazardous Waste Roundups and Used Oil Collection Centers for proper disposal of hazardous materials. For more details, please call the HAZWASTE HOTLINE at (888) CLEAN-LA. If hazardous waste is identified, it will be tagged and not collected.

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CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		



Contractor C & D Services

We are your Construction and Demolition Experts!

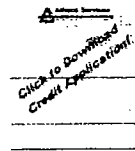
Need to order a Roll-Off Box?
Please click on the Truck!



- 50 Years of Reliable Low Cost Service
- Same Day Service Available
- Fully Insured and Committed to Safety
- Modern, State-of-the-Art, Nextel Dispatched Trucks
- End Dump Service
- Equipment Storage Boxes and Temporary Bins Available



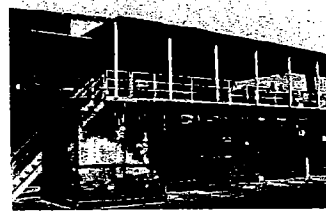
Click below to Download a Credit Application!



→ We have TWO C & D Processing Facilities, including the one ranked HIGHEST for diversion by the City of Los Angeles



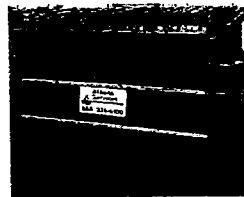
No Project Too Large



Full Service Recycling & Reporting




Storage Box Rental Services



Temporary Bins

- CONTACT THE SALES DEPARTMENT FOR A PROPOSAL
- MINIMUM SERVICE LEVELS REQUIRED FOR APTS. & BUSINESSES
- BIN AND ROLL-OFF DIMENSIONS
- TRASH BIN ENCLOSURE DIMENSIONS
- DOWNLOAD THE RULES AND REGULATIONS
- ORDER A ROLL-OFF BOX

	<p>If you are a commercial business or a contractor that requires Hazardous or Special Waste transportation services, please click on the logo to the left and select COMMERCIAL SERVICE!</p>
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Hazardous Waste

To avoid an interruption of your service, please do not place hazardous materials into your trash. Most paints, pesticides, and petroleum derivatives such as motor oil and solvents are considered hazardous wastes. Additionally, electronic waste such as fluorescent tubes, all batteries, televisions, computer monitors, and other items containing mercury are no longer allowed in your trash. Tires are also not allowed in the trash. State and Federal laws require special handling for these wastes and there are periodic L.A. County Hazardous Waste Roundups and Used Oil Collection Centers for proper disposal of hazardous materials. For more details, please call the HAZWASTE HOTLINE at (866) CLEAN-LA. **If hazardous waste is identified, it will be tagged and not collected.**

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Good Neighbor, Good Friend, Good Partner

We at Athens Services value our reputation as a responsible corporate citizen, caring employer and conscientious neighbor. It is important for us to sustain a relationship with the communities in which our employees, clients and customers reside. Through our participation in charitable causes, we have gained valuable insight into the needs and concerns of the communities we service.

In addition, Athens provides waste management and recycling services to over 300 local schools and other charitable organizations on a daily basis at a reduced rate. This is just one example of Athens' outreach efforts in the Southern California area.

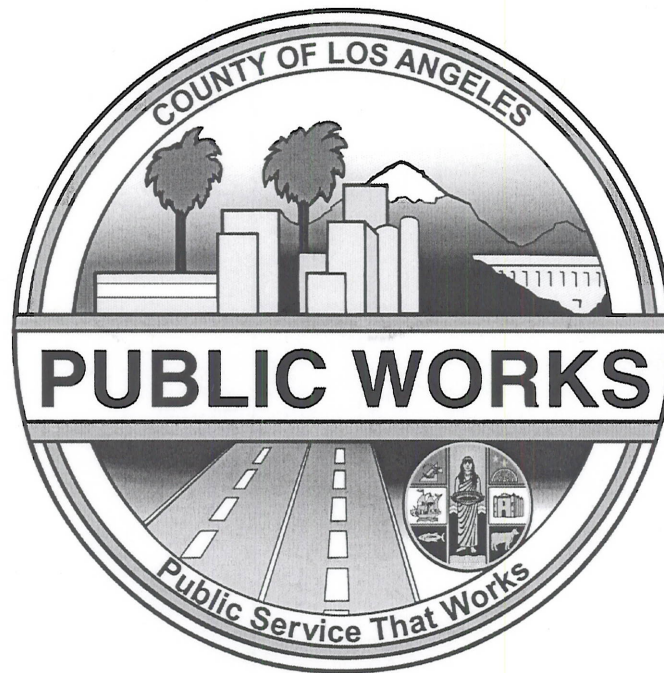
The following are just a few of the many organizations we help support:

<i>Adopt-a-Park</i>	<i>Covina Area Youth Baseball</i>	<i>Mexican American Opportunity Foundation</i>	<i>San Gabriel Mission</i>
<i>American Cancer Society</i>	<i>D.A.R.E.</i>	<i>Miss Covina Scholarship Pageant</i>	<i>San Gabriel Sea Gulls Swim Team</i>
<i>American Heart Association</i>	<i>Dvorskaya Celebration of Learning</i>	<i>Monrovia Days</i>	<i>San Marino Library</i>
<i>America Recycles Kids Day</i>	<i>Gang Diversion Task Forces</i>	<i>Montebello Puerto Rican Festival</i>	<i>S. Pasadena Little League</i>
<i>American Red Cross</i>	<i>Girl Scouts</i>	<i>Monterey Park Chinese New Year</i>	<i>Sierra Madre Community Nursery School</i>
<i>American Youth Soccer Association</i>	<i>Great Glendora Festival</i>	<i>Monterey Park Library Foundation</i>	<i>Soroptimists</i>
<i>Arusa Canyon Task Force</i>	<i>Irwindale Educational Foundation</i>	<i>Mt. San Antonio College</i>	<i>South El Monte National Little League</i>
<i>Arusa Pacific University</i>	<i>Keep Riverside Clean & Beautiful</i>	<i>Muscular Dystrophy Association</i>	<i>Southwest Voter Registration Education Project</i>
<i>Bailey Canyon Park Clean-Up</i>	<i>Kiwanis</i>	<i>NAACP</i>	<i>Temple City American Little League</i>

<i>Bluesapalooza Festival</i>	<i>La Canada Flintridge Educational Foundation</i>	<i>National Kids Day</i>	<i>Temple City Camellia Festival</i>
<i>Boy Scouts of America</i>	<i>Luntern Festival of Monterey Park</i>	<i>Operation Santa Clothes</i>	<i>Tournament of Roses Association</i>
<i>Bowling for the Blind</i>	<i>Lincoln Training Center</i>	<i>Pasadena Humane Society</i>	<i>West Covina Rose Parade Float</i>
<i>Boys & Girls Clubs</i>	<i>Lions Clubs</i>	<i>Police National Night Out</i>	<i>West Covina Youth Pony Baseball</i>
<i>California Street Hockey Association</i>	<i>Los Angeles County Sheriffs Departments</i>	<i>Pomona Chamber of Commerce Silent Auction</i>	<i>West Hollywood Book Fair</i>
<i>CCCA Golf</i>	<i>MELA Center</i>	<i>Rotary Clubs</i>	<i>YMCA</i>
<i>Cherry Blossom Festival</i>	<i>MERCI</i>	<i>Salesian Family Youth Center</i>	<i>YWCA</i>

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Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

ARAKELIAN ENTERPRISES, INC., D.B.A. ATHENS SERVICES

FOR

STREET SWEEPING SERVICES – RD119/519

97868

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- EXHIBIT I Alternate Day Sweeping Schedule**
- EXHIBIT J Sample Fuel Adjustment**

AGREEMENT FOR

STREET SWEEPING SERVICES – RD119/519

THIS AGREEMENT, made and entered into this 13th day of November, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and ARAKELIAN ENTERPRISES, INC., d.b.a. ATHENS SERVICES, a 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 July 12, 2012, hereby agrees to provide services as described in this Contract for Street Sweeping Services – RD119/519.

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, Road District 119/519 Maps, Exhibit G, Rowland Heights Maps, Exhibit H, Trash Pick Up Schedules, Exhibit I, Alternate Day Sweeping Schedule, Exhibit J, Sample Fuel Adjustment; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

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-2.2, an amount not to exceed \$265,534 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 December 2, 2012 or Board approval, whichever occurs last. 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.

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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-2.2, 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 unit prices of compensation set forth in Form PW-2.2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy (DOE) or its equivalent. 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 renewal month of the contract. 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 J. 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-2.2 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated base on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only 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.

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 J, 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.

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



COUNTY OF LOS ANGELES

By *Ben Yaroslansky*
Chairman, Board of Supervisors

ATTEST:

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

I hereby certify that pursuant to
Section 25163 of the Government Code,
delivery of this document has been made.

By *[Signature]*
Deputy

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors
By *[Signature]*
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By *Carole Suzuki*
Deputy

[NAME OF CONTRACTOR]

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By *[Signature]*
Its President

25 NOV 13 2012

Ron Arakelian, Jr.
Type or Print Name

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By *[Signature]*
Its Secretary
Michael Arakelian
Type or Print Name

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 9, 2014 before me, Debara Ann Rojas, Notary Public
(Here insert name and title of the officer)

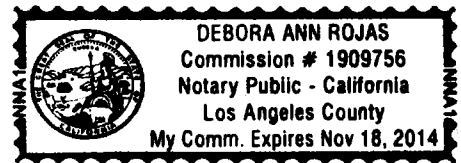
personally appeared Ron Arakelian Jr and Michael Arakelian

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

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

WITNESS my hand and official seal.

Debara Ann Rojas
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Agreement - Co of LA Deputy Public Works</u> <small>(Title or description of attached document)</small></p> <p><u>Acadaba Athens Services - Street Sweeping</u> <small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date _____</p> <p style="text-align: center;"><small>(Additional information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>

SCOPE OF WORK
STREET SWEEPING SERVICES

A. Public Works Contract Manager

Public Works Contract Manager will be 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.lacountv.gov, Monday through Thursday, and alternate Fridays, 7 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

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

Exhibit F — RD 119/519

Exhibit G — Rowland Heights

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

Sweeping an alley shall normally consist of a single swept path, both brooms down, on each side to the alley adjacent and to the right of the flow line or

centerline of the alley at a maximum speed of not more than six miles per hour.

Water shall be used while sweeping to minimize dust. In the event that the results of a sweeping operation are considered unsatisfactory by the Contract Manager, in accordance with this Exhibit's paragraph I, "Standard of Performance", below, 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, end of alleys, narrow cul-de-sacs, median noses, and portions of left-turn pockets shall be hand cleaned to comply with this Exhibit's paragraph I, "Standard of Performance", below.

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. A list of posted streets shall be provided to the Contractor at the start of the contract.
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://dpw.lacounty.gov/epd/tcis//Residential/FranchiseAreas.aspx>.
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

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.

Contractor shall have 30 days after receiving notification of contract award 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

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 Year's Day.

H. Plans and Specifications

Included as part of this Contract are Exhibits F through G Project Location/Vicinity Maps showing the locations of streets and alleys included in this service area.

The Plans, these Specifications (Exhibit A), 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.

I. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure 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 R, "Inspection and Acceptance of the Work".

J. Contractor's Sweepers Mandatory Requirements

The type of equipment utilized in this service shall be stated on the Statement of Equipment Form (Form PW-18). Contractor shall use mechanical (broom) sweepers or vacuum (regenerative air) sweepers.

K. 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.

L. 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".

M. Storage Facilities

The County will not provide storage facilities for the Contractor.

N. 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 within or outside of public rights of way, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

O. 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.

P. 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	<u>MATERIAL MANAGEMENT</u>
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control

NO.	<u>WASTE MANAGEMENT</u>
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 non-implementation of the specified BMPs. The County may deduct, from the payment due to Contractor, amounts necessary to cover such fines and costs.

Q. 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.

R. Inspection and Acceptance of the Work

Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph Z, "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 Plans and Specifications. 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. There shall not be an inordinate amount of debris, which would indicate that the location had not been swept properly.

S. Temporary Suspension of Work

The work may be rescheduled or suspended due to unforeseen conditions impacting work as determined by the Contract Manager. Contractor shall comply immediately with any written order of the Contract Manager suspending or rescheduling work. Upon notification by Contract Manager, Contractor shall cease work to the extent specified in the notice and shall complete performance of any part of the work not suspended or rescheduled. Such suspension ~~shall be~~ without liability to the County.

T. 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 Plans and Specifications.

U. 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 I, "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 re-sweeping 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 Contractor's office to maintain contact with the sweeper operator.

V. 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 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 shall be able to generate and print reports at any time from the GPS.
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.

W. 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.

X. Measurement

The Contractor is required to design an approved weekly "alternate day" sweeping schedule. 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 AA, "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.

Y. 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.

Z. 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.

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

Compensation for 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.

BB. 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 I, "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 AA, "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 I, "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.

CC. 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 through G). 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.

DD. 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.

EE. 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 in accordance with Exhibit B, Section 2, Item A.4., 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.
- 4. 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.

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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. Contractor's Employee Criminal Background Investigation

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.

- 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.
 - 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 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 rates 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.

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. 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 F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
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 or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. 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.
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.
 - 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.

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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 2011 are less than \$49,078 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, 2012.

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?

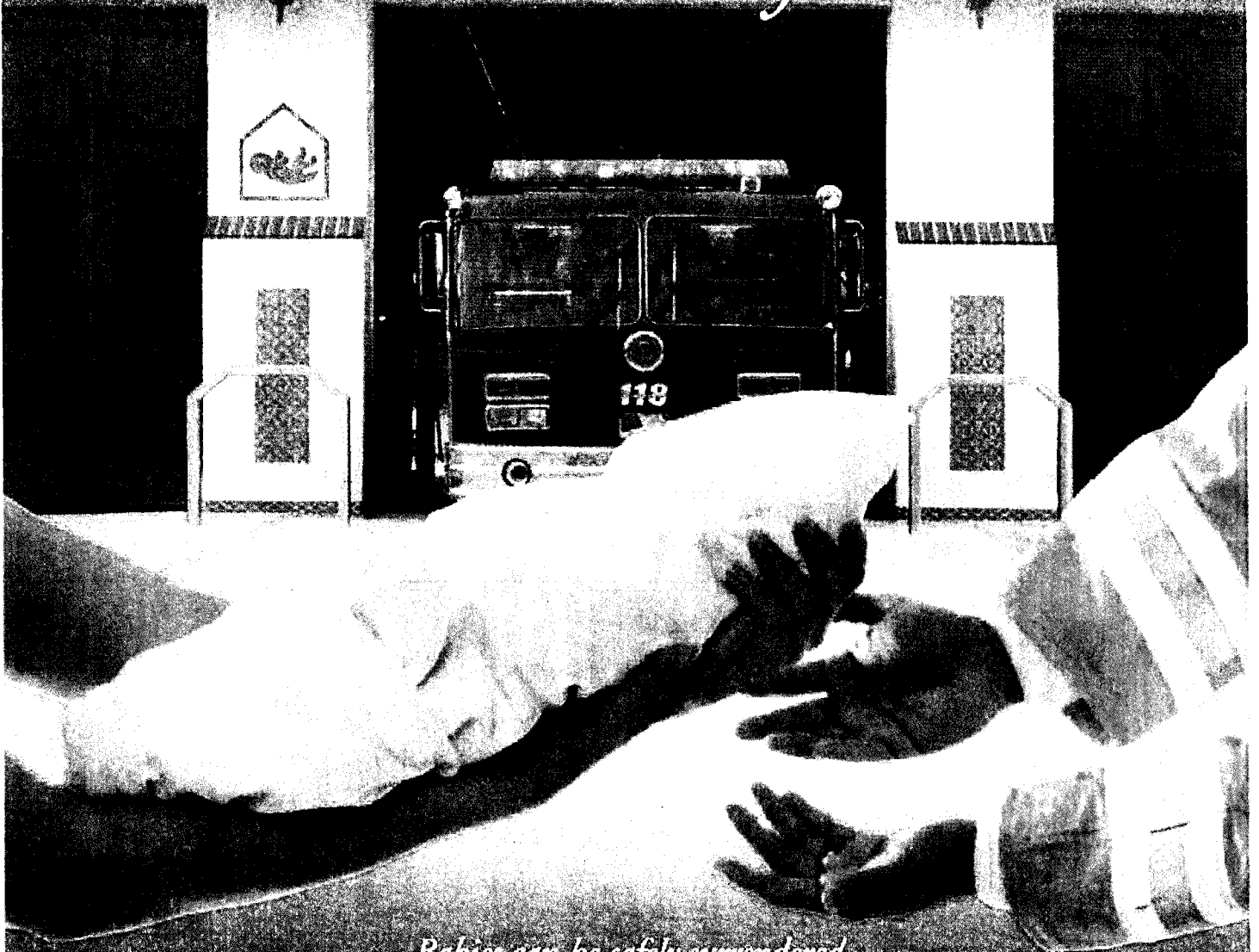
Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 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 tax return.

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

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

www.babysafe.org



Safely Surrendered Baby Law

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

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In 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?

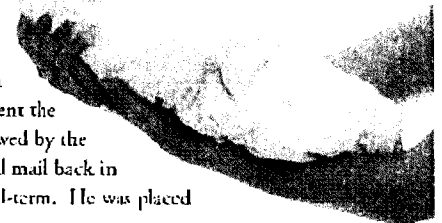
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.



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 Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723

www.babyarela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

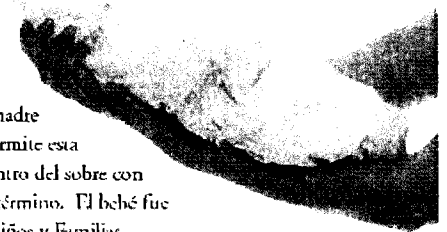
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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-UCIA 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 periodo 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:

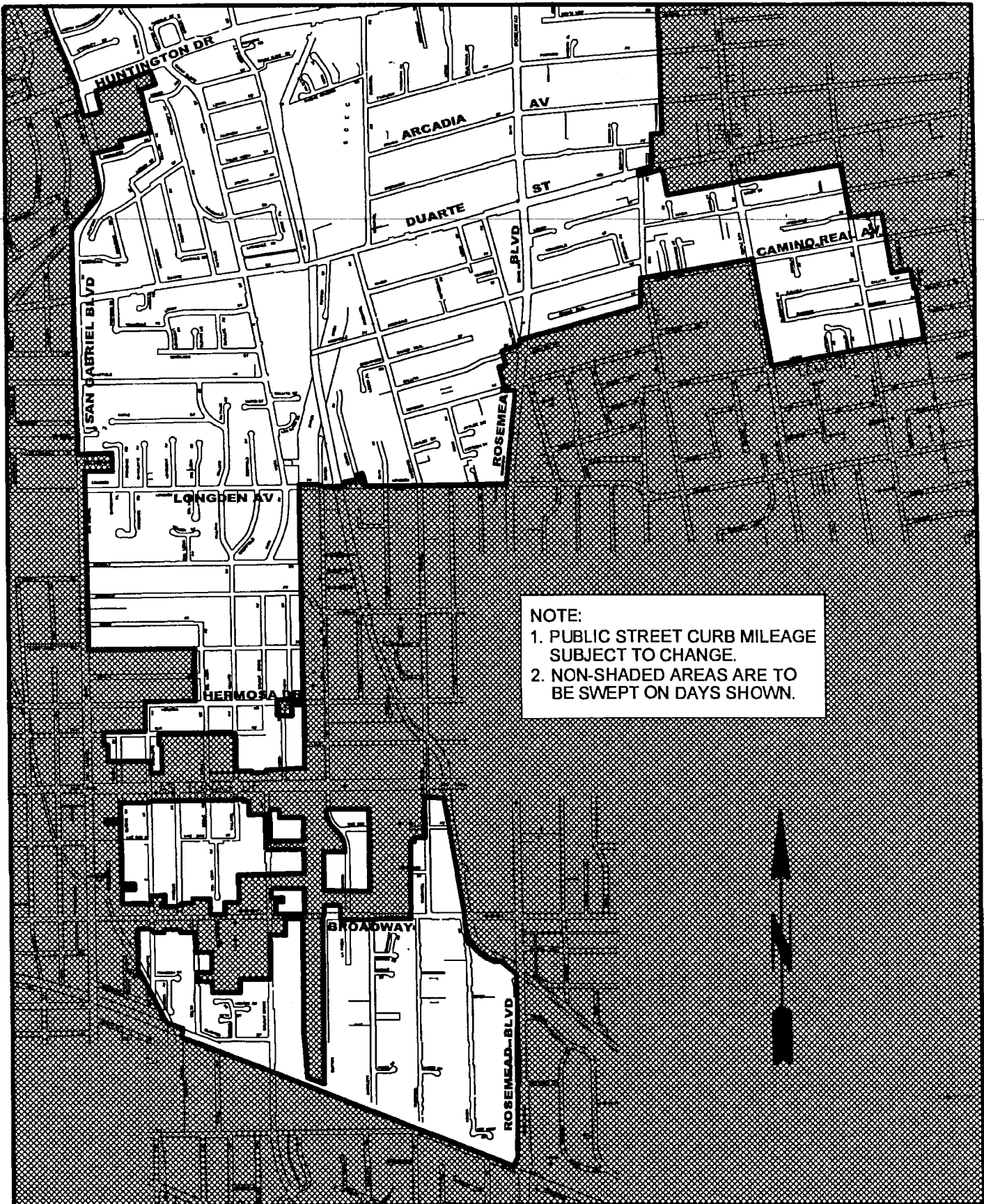
1. Recommend to the Board of Supervisors the termination of the contract; and/or,

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

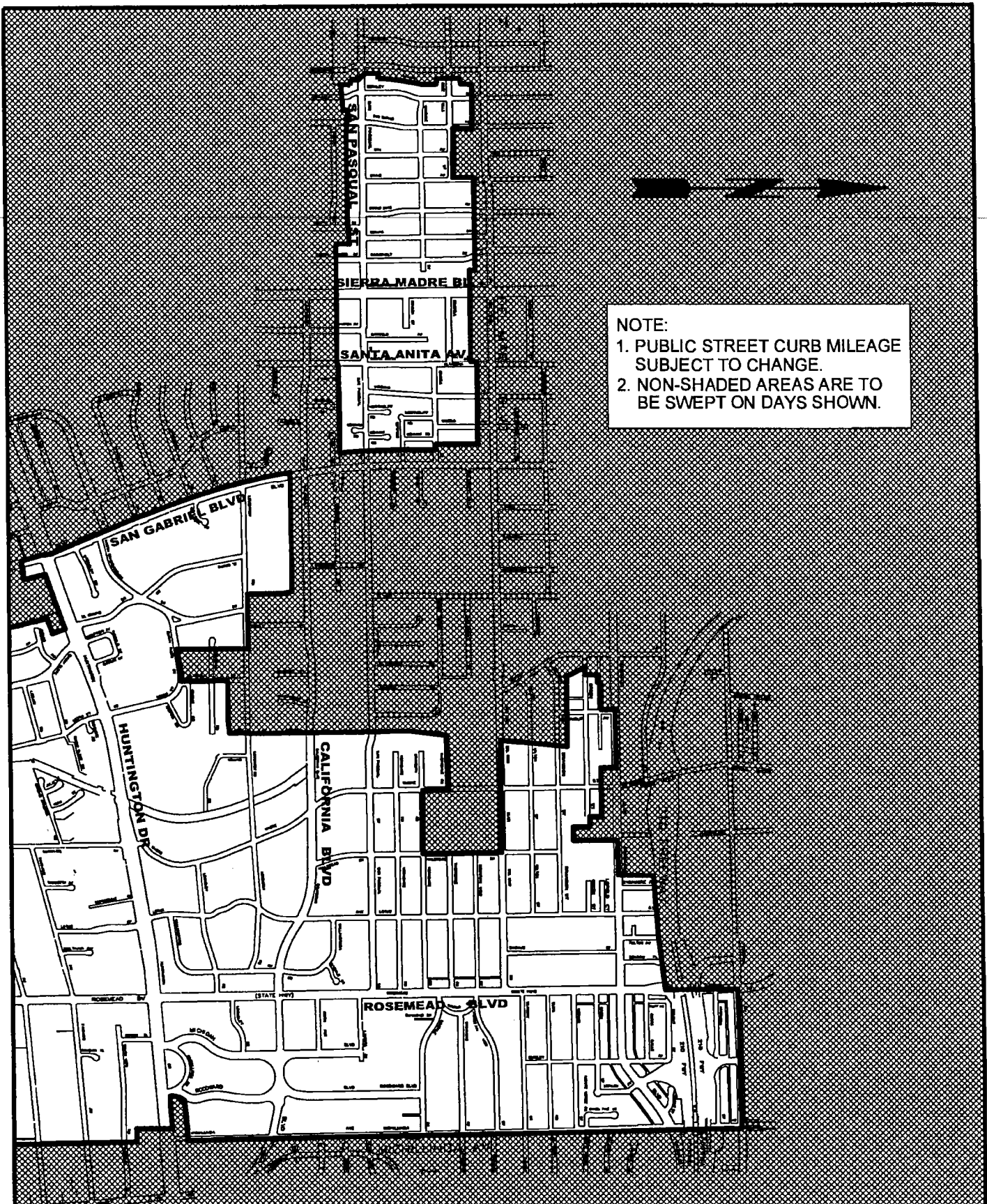
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

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.)

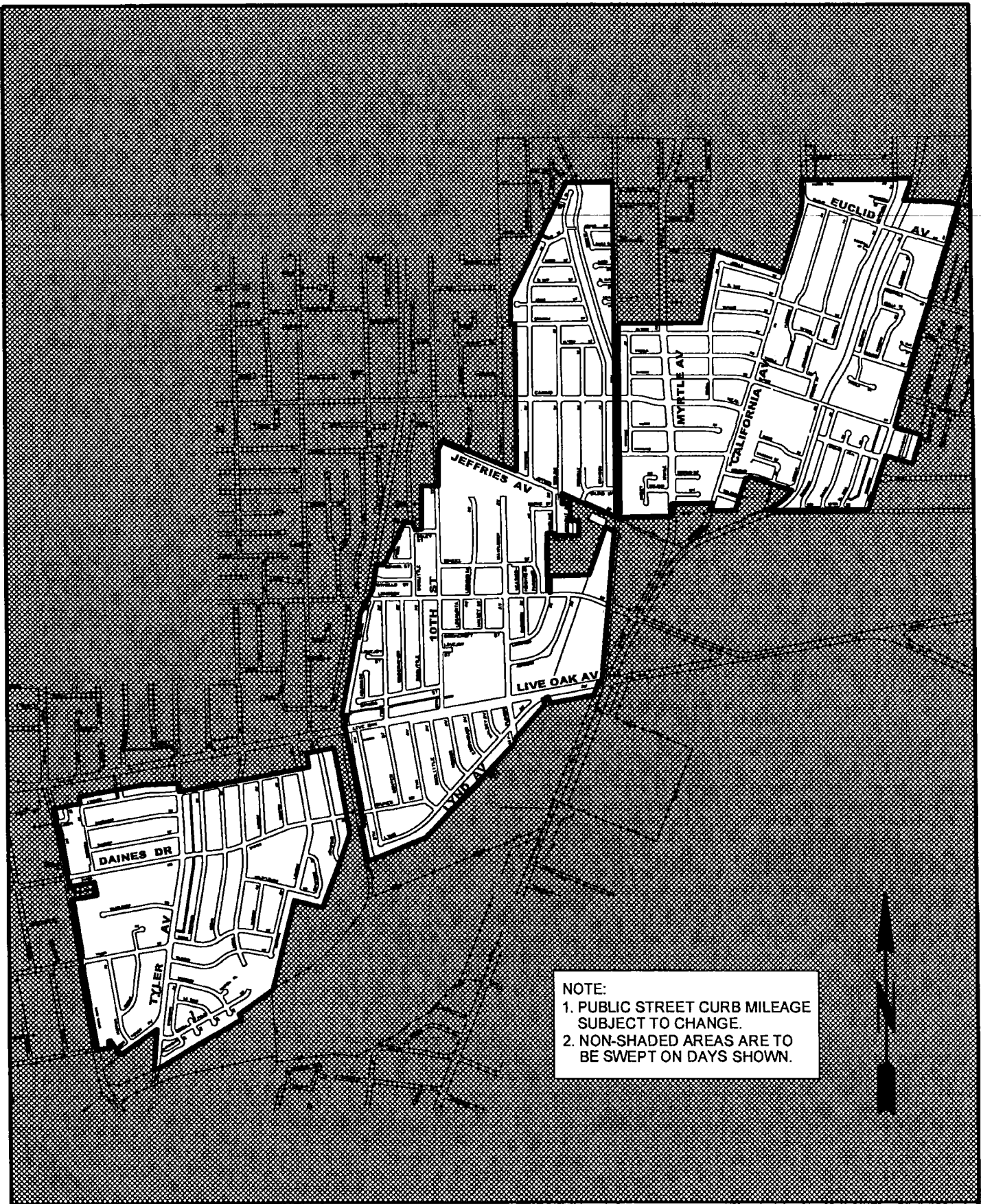


PROJECT NAME			RD 119/519 AREA STREET SWEEPING			PROJECT I.D. No.			RMD1506007		
PROJECT ENGINEER	D. OBOZA	C.E. NO. C70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1			T.G.	596	FILENAME	SCALE	SHEET	2 OF 11



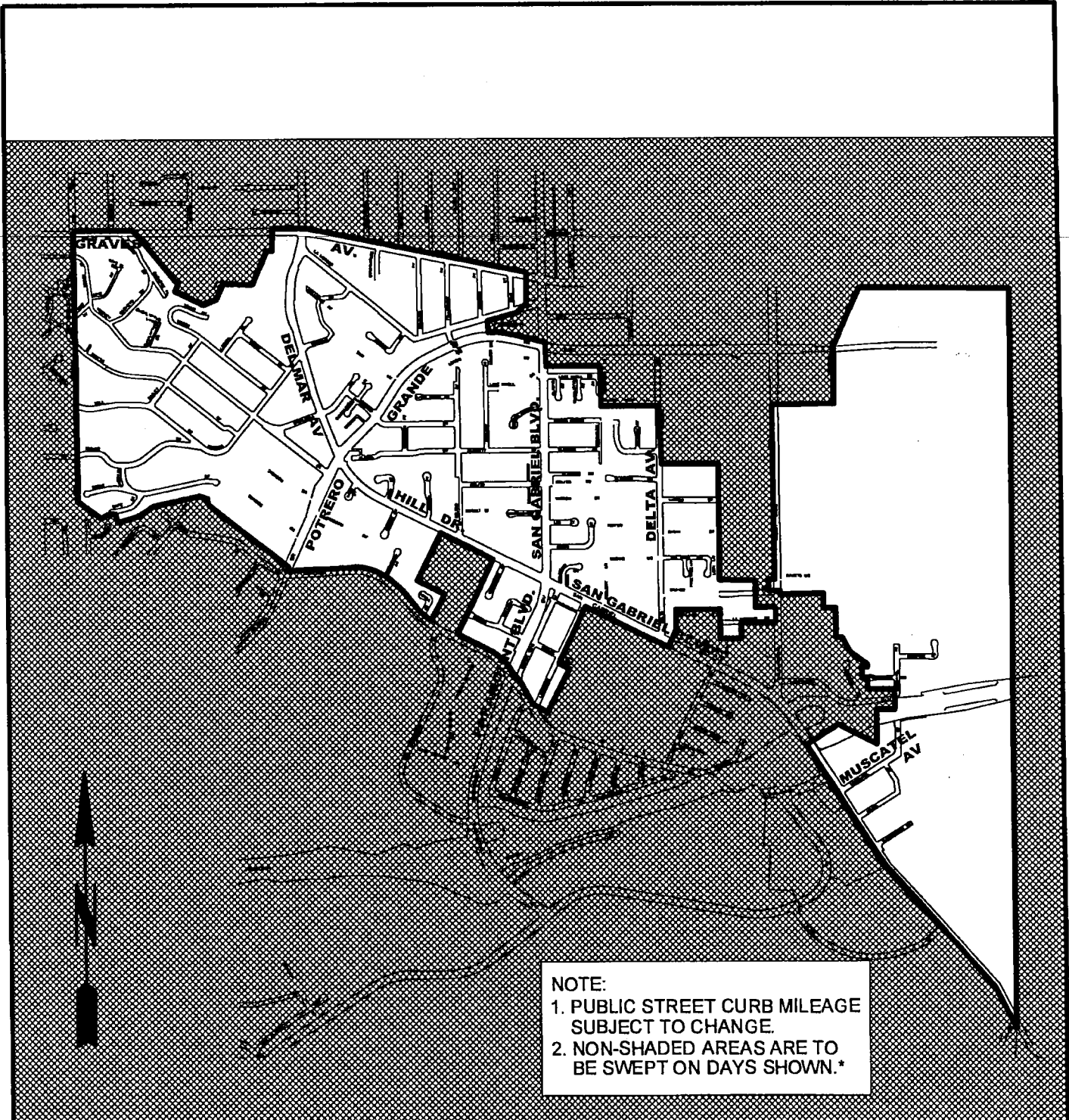
NOTE:
 1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.
 2. NON-SHADED AREAS ARE TO BE SWEEPED ON DAYS SHOWN.

PROJECT NAME		RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 566	FILENAME	SCALE NONE	SHEET 3 OF 11



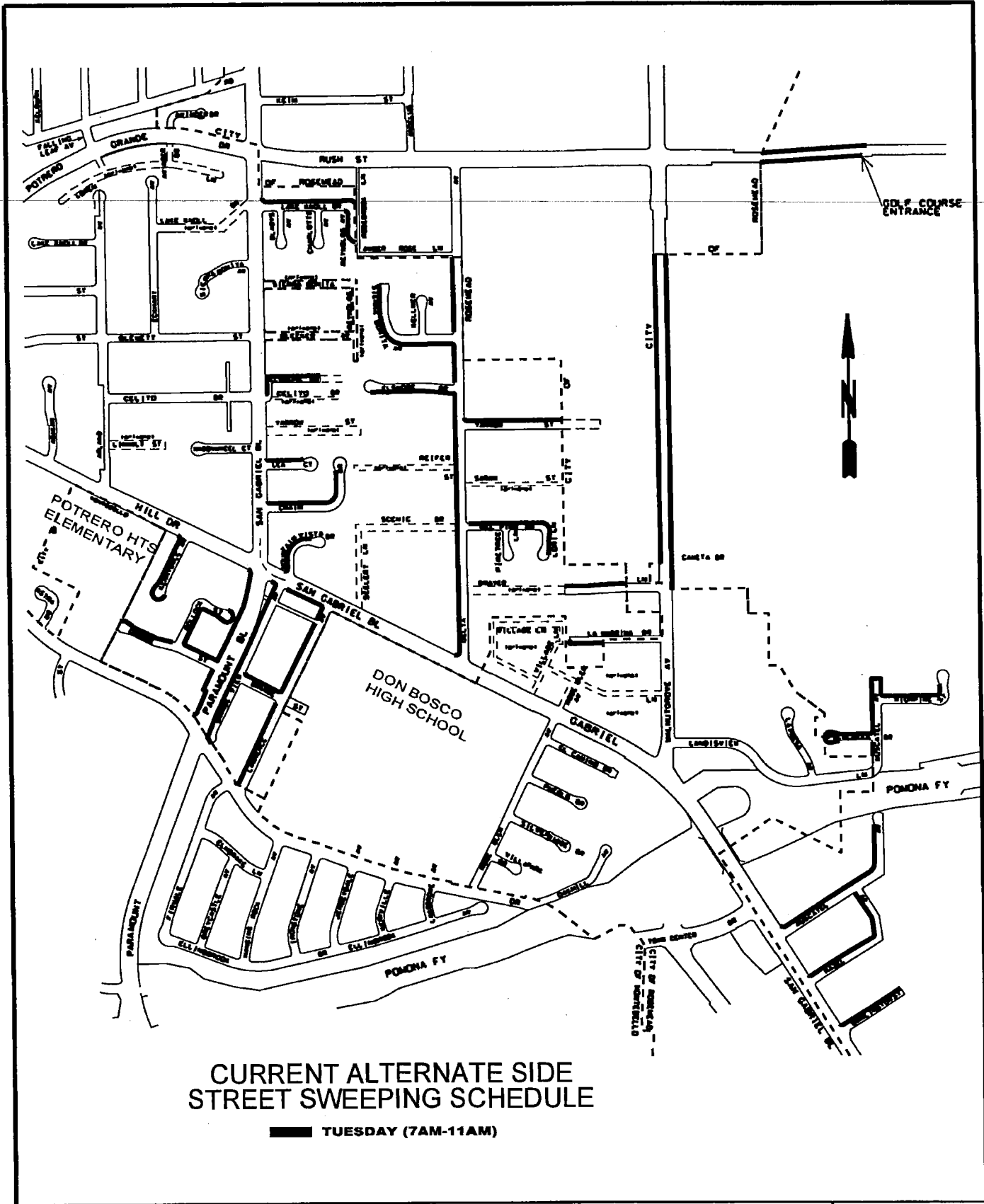
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PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 567, 597	FILENAME	SCALE NONE	SHEET 4 OF 11



* NOTE: THE AREAS ON THIS SHEET ARE SWEEPED ON AN ALTERNATE DAY SCHEDULE. REFER TO SHEETS 6 - 9 FOR SPECIFIC SCHEDULE.

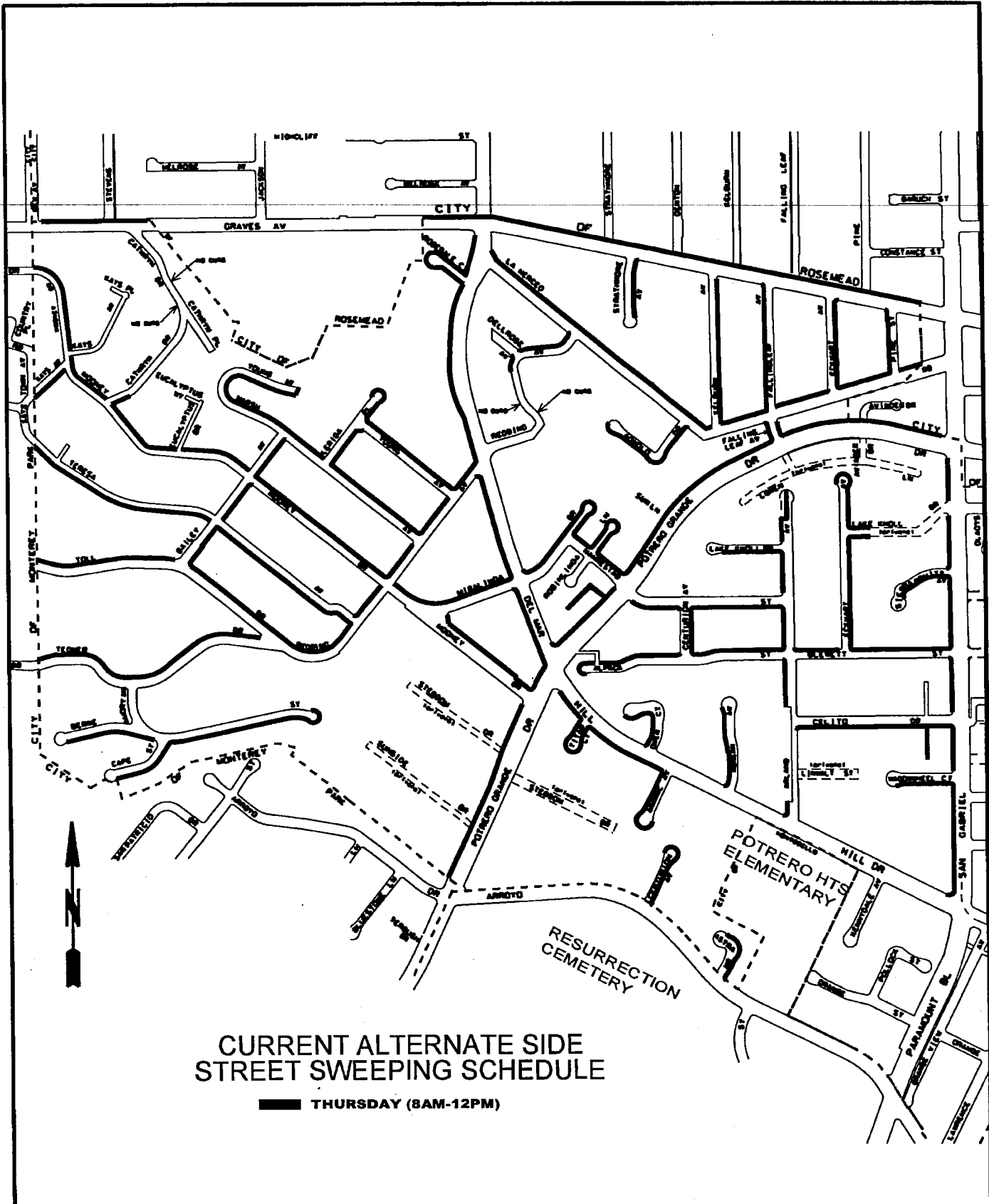
PROJECT NAME		RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 636	FILENAME	SCALE NONE	SHEET 5 OF 11



CURRENT ALTERNATE SIDE STREET SWEEPING SCHEDULE

■ TUESDAY (7AM-11AM)

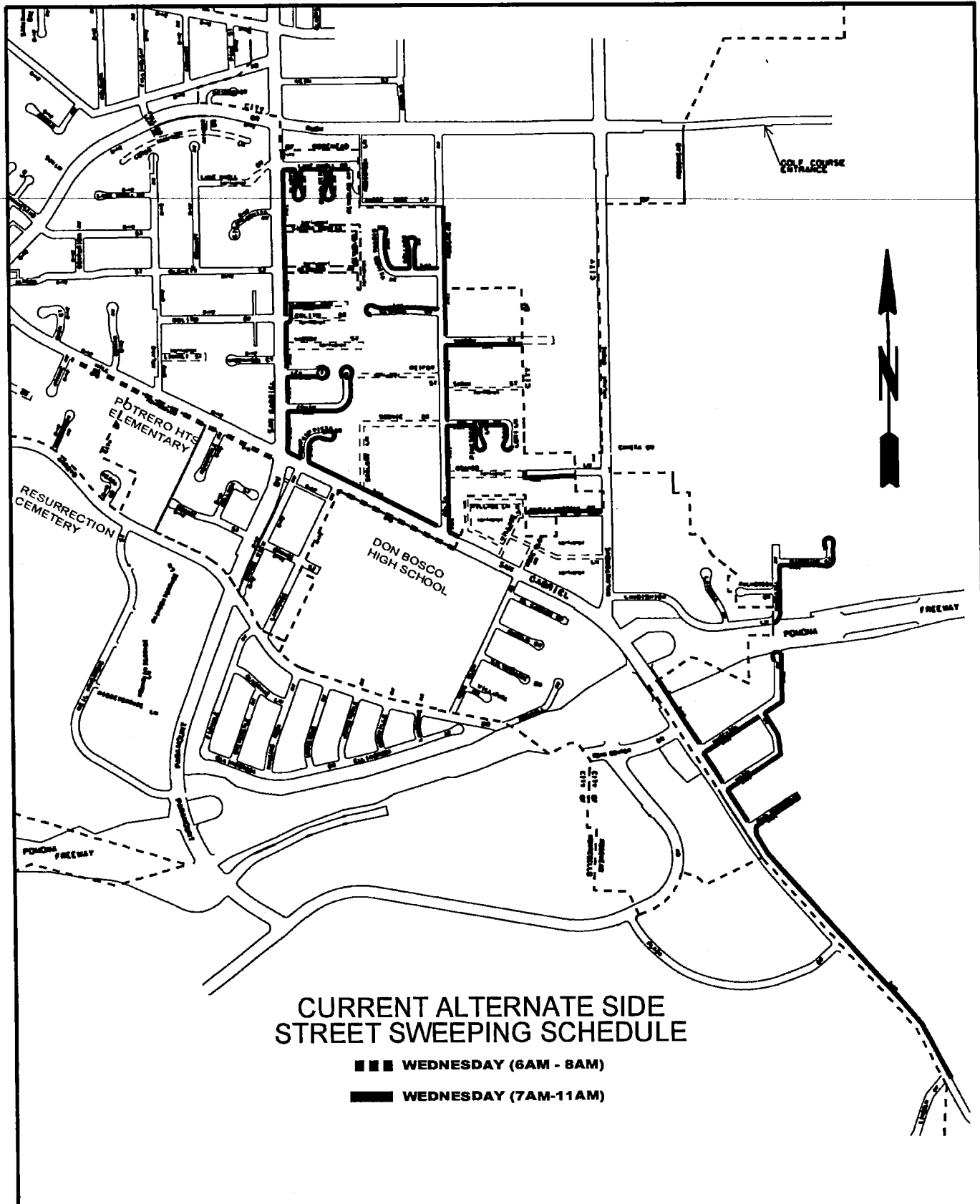
PROJECT NAME					PROJECT I.D. No.	
RD 119/519 AREA STREET SWEEPING					RMD1506007	
PROJECT ENGINEER	D. OBOZA	C.E. NO.	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE
		C 70709	ROAD MAINTENANCE DIVISION - DISTRICT 1	NONE		SHEET
						6 OF 11



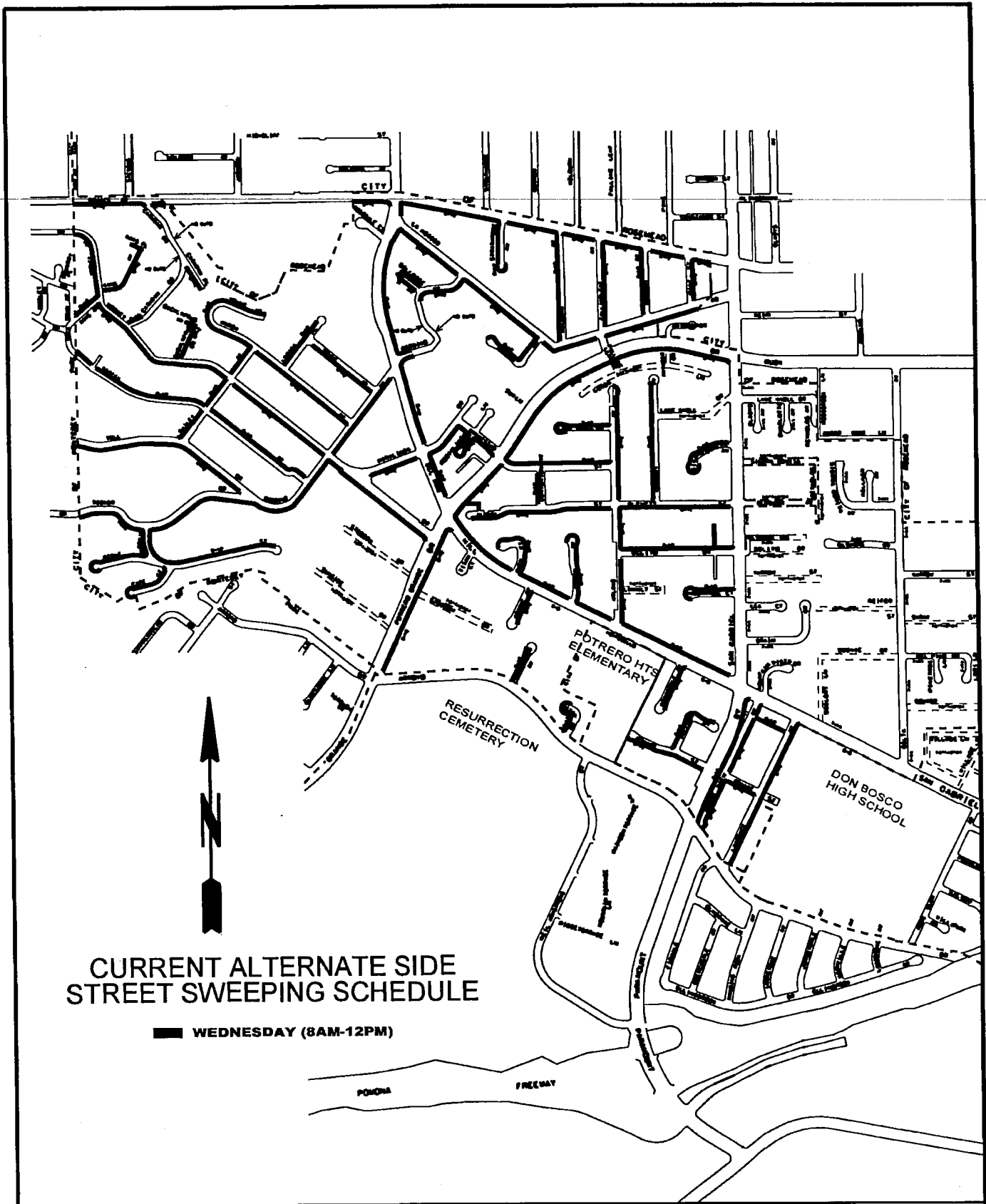
CURRENT ALTERNATE SIDE STREET SWEEPING SCHEDULE

THURSDAY (8AM-12PM)

PROJECT NAME		RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE	SHEET 7 OF 11



PROJECT NAME		RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE	SHEET 8 OF 11



CURRENT ALTERNATE SIDE STREET SWEEPING SCHEDULE

■ WEDNESDAY (8AM-12PM)

PROJECT NAME	RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007		
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 9 OF 11

**ALLEYS
(TO BE SWEEP EVERY WEEK)**

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

PROJECT NAME		RD 119/519 AREA STREET SWEEPING				PROJECT I.D. No. RMD1506007	
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 10 OF 11

**CURBED MEDIANS
(TO BE SWEEP EVERY WEEK)**

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

SUMMARY OF CURB MILES

<u>TYPE</u>	<u>CURB MILES</u>	
Streets and Highways	198.53	
Raised Curbed Medians	12.10	
Paved Alleys	<u>5.37</u>	
TOTAL CURB MILES:		216.00

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2, 3, 4 AND 5 ARE TO BE SWEEP WEEKLY.

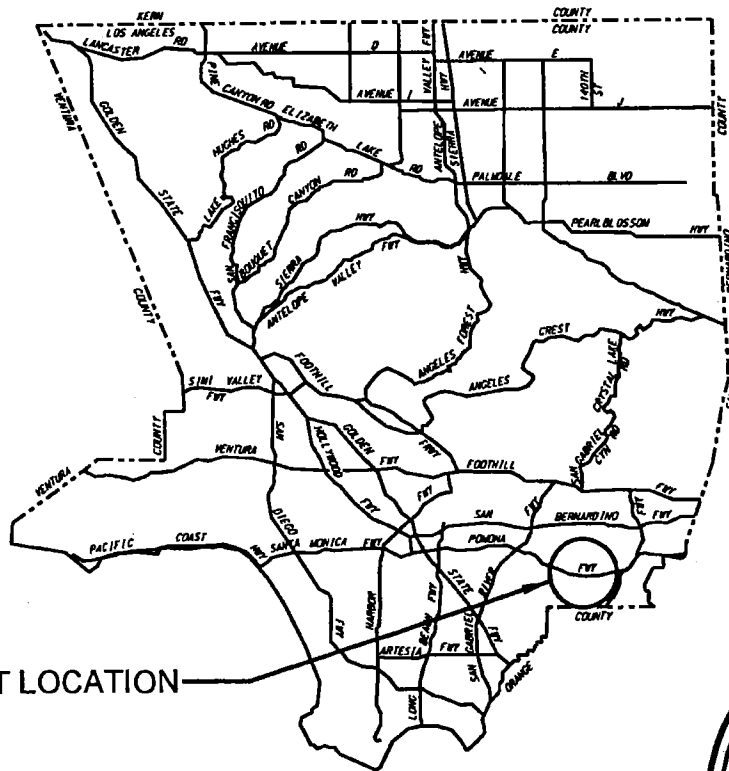
PROJECT NAME		RD 119/519 AREA STREET SWEEPING			PROJECT I.D. No. RMD1506007	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE
					SHEET	11 OF 11

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD1406004
PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

ROWLAND HEIGHTS STREET SWEEPING

TOTAL LENGTH = 198.0 MILES



PROJECT LOCATION

VICINITY MAP
No Scale



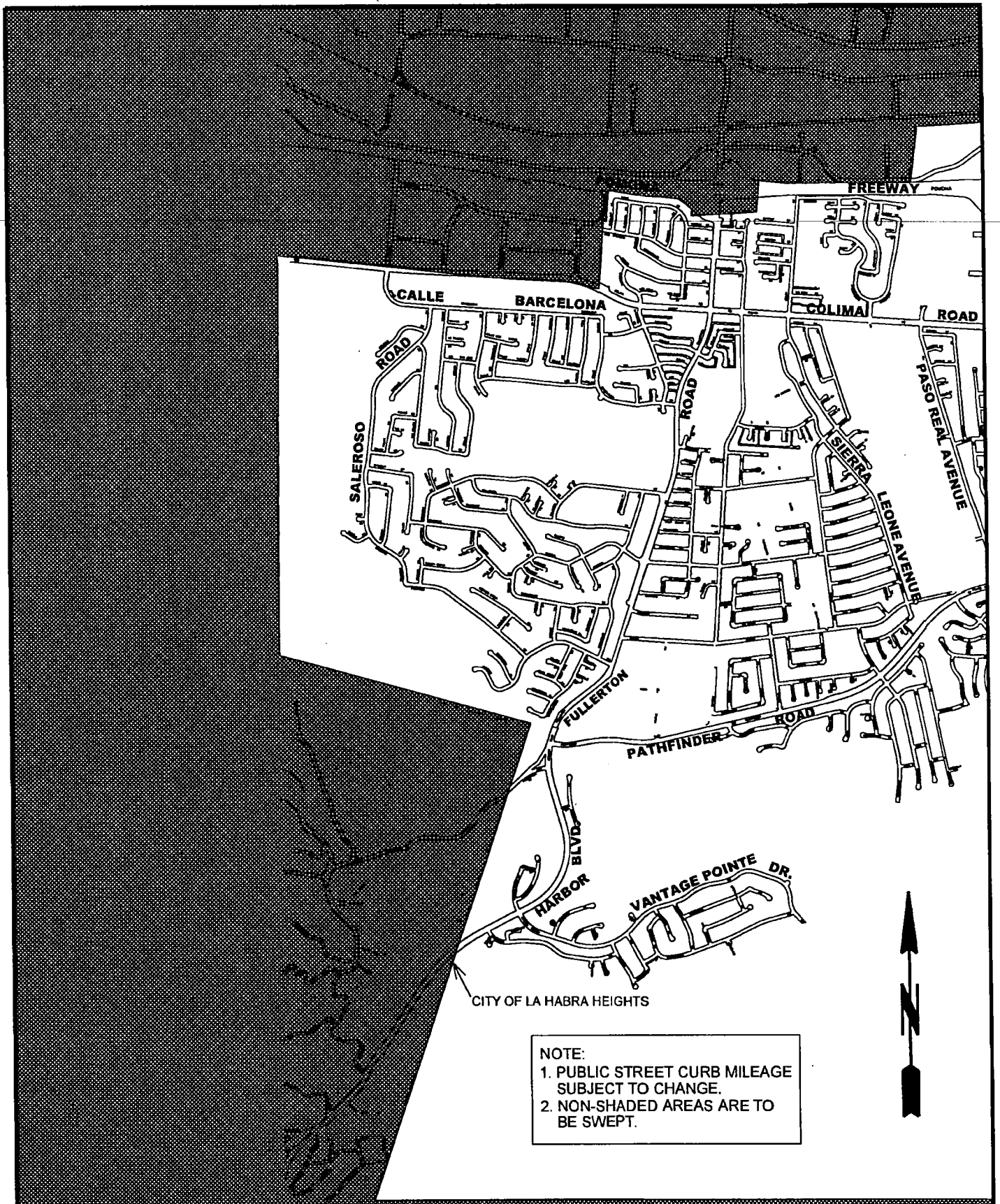
INDEX OF SHEETS

SHEET	1	Title Sheet
SHEET	2 - 3	Location Maps
SHEET	4 - 5	Summary, Alleys & Medians

REFERENCES THOMAS GUIDE 678, 679, 708, 709
ROAD DISTRICT 417

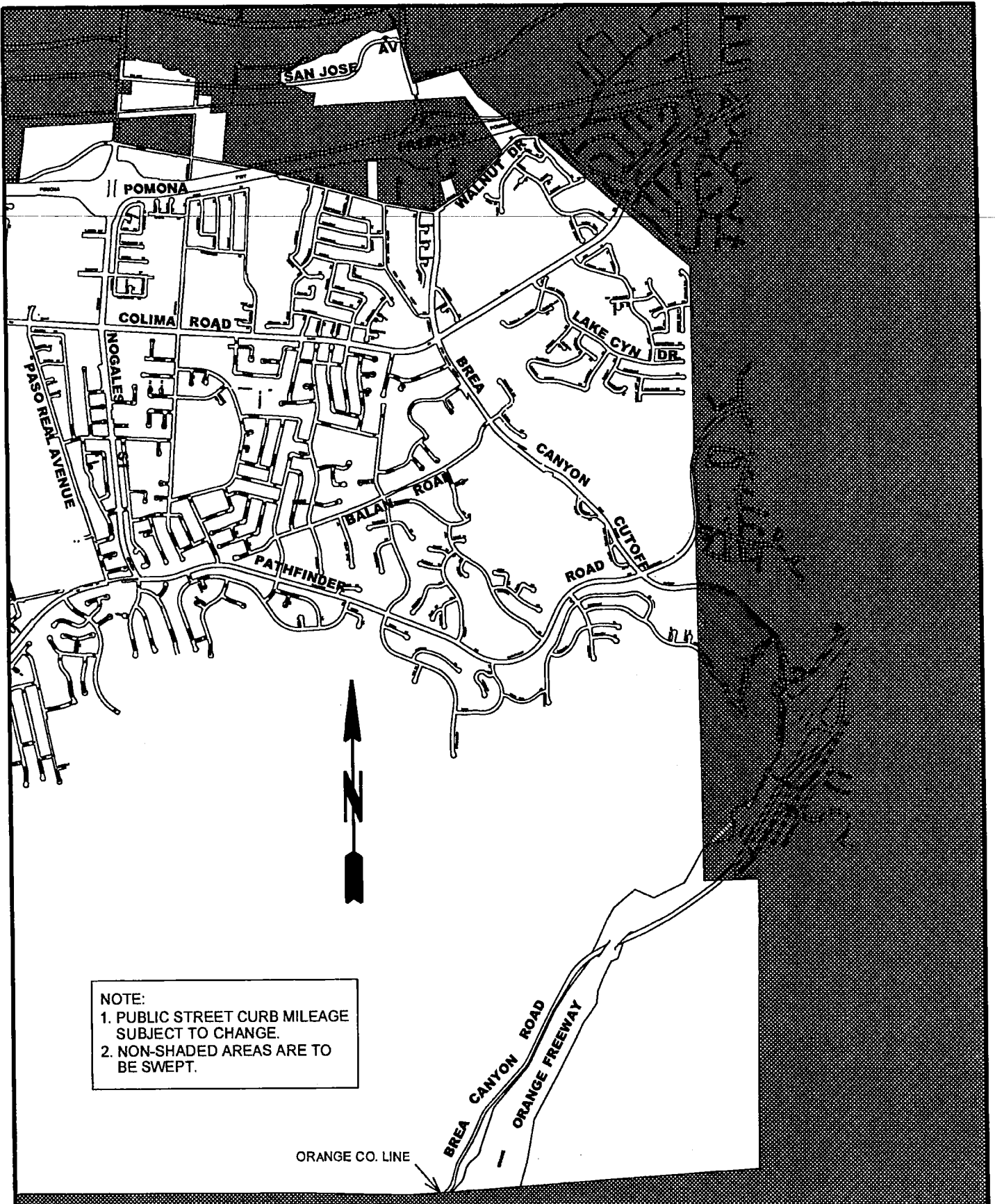
APPROVED	Gail Farber	DIRECTOR OF PUBLIC WORKS
	DEPUTY DIRECTOR	DATE
SUBMITTED		
	ASST. DEPUTY DIRECTOR-RD.MAINT.DIV.	DATE
REVIEWED		
	DISTRICT ENGINEER-RD.MAINT.DIST. 1	DATE

PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 5 SHTS.
D. OBOZA	C 70709	D. OBOZA	D. OBOZA	DWG. NO.



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

PROJECT NAME				PROJECT I.D. No.		
ROWLAND HEIGHTS STREET SWEEPING				RMD1406004		
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 678, 708	FILENAME	SCALE NONE
					SHEET	2 OF 5



PROJECT NAME		ROWLAND HEIGHTS STREET SWEEPING			PROJECT I.D. No. RMD1406004	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 679, 709	FILENAME	SCALE NONE
					SHEET 3 OF 5	

ALLEYS
(TO BE SWEEPED EVERY WEEK)

<u>ALLEY LOCATION</u>	<u>LIMITS</u>	<u>CURB MILES</u>
Alley E/o Alberca Drive	Vidora Drive to Alley S/o Vidora Drive	0.05
Alley E/o Batson Avenue	Vidora Drive to Alley S/o Vidora Drive	0.06
Alley E/o Fullerton Road	Alley S/o Colima Road to Camino Bello	0.08
Alley E/o La Cueva Drive	Vidora Drive to S/o Vidora Drive	0.05
Alley E/o Vivero Drive	Vidora Drive to Alley S/o Vidora Drive	0.05
Alley N/o Camino Bello	Larkvane Road to Alley W/o Fullerton Road	0.16
Alley N/o Camino Viejo	Camino Bello to Alley W/o Batson Avenue	0.04
Alley N/o Crosshaven Drive	Larkvane Road to E/o Larkvane Road	0.03
Alley N/o Desidia Street	Desidia Street West to Desidia Street East	0.12
Alley N/o Rio Seco Drive	Jellick Avenue to E/o Jellick Avenue	0.13
Alley N/o Via Amorosa	Larkvane Road to E/o Larkvane Road	0.10
Alley N/o Via Calma	Larkvane Road to E/o Larkvane Road	0.12
Alley N/o Via Dicha	Larkvane Road to E/o Larkvane Road	0.06
Alley S/o Camino Bello	Camino Bello to S/o Camino Bello	0.14
Alley S/o Colima Road	Alley E/o Fullerton Road to Batson Avenue	0.09
Alley S/o Desidia Avenue	Desidia Street West to Desidia Street East	0.17
Alley S/o Rio Seco Drive	Jellick Avenue to Rio Seco Drive	0.13
Alley S/o Vidora Drive	Alley E/o Batson Avenue to Alley E/o Alberca Drive	0.20
Alley W/o Batson Avenue	Camino Bello to Camino Viejo	0.13
Alley W/o Fullerton Road	Alley N/o Camino Bello to Camino Bello	<u>0.03</u>

TOTAL PAVED ALLEY MILES: 1.94

PROJECT
NAME

ROWLAND HEIGHTS STREET SWEEPING

PROJECT I.D. No.
RMD1406004

PROJECT
ENGINEER

D. OBOZA

C.E. NO.
C 70709

LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - DISTRICT 1

T.G.
NONE

FILENAME

SCALE
NONE

SHEET
4 OF 5

**CURBED MEDIANS
(TO BE SWEEP EVERY WEEK)**

<u>CURB STREET NAME</u>	<u>LIMITS</u>	<u>SIDE</u>	<u>MILES</u>
Brea Canyon Road	S/o Orange Freeway	B/S	0.89
Brea Canyon Cutoff Road	Colima Road to S/o Colima Road	B/S	0.39
Colima Road	City of Industry Line to E/o Brea Canyon Cutoff Road	B/S	1.51
Fairway Drive	Howell Road to U.P.R.R.	B/S	0.11
Fairway Drive	Walnut Drive to Colima Road	B/S	0.92
Harbor Boulevard	Pathfinder Road to Orange County Line	B/S	1.69
Hillrise Drive	Pathfinder Road to S/o Pathfinder Road	B/S	0.05
Lake Canyon Road	At Colima Road	B/S	0.02
Nogales Street	S/o Colima Road to Pomona Freeway	B/S	0.60
Nogales Street	330' N/o San Jose Ave to San Jose Ave	B/S	0.14
Nogales Street	200' S/o San Jose Ave to N/o R.R.	B/S	<u>0.16</u>
TOTAL CURB MILES:			6.48

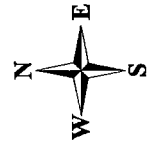
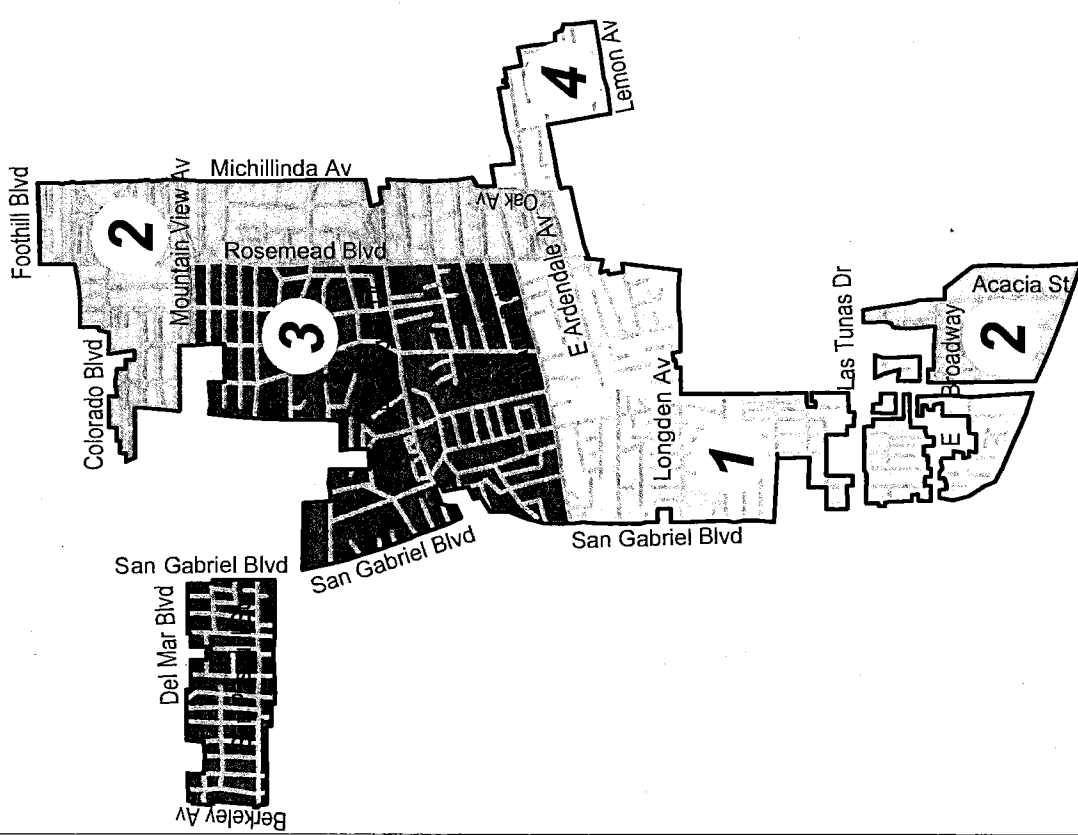
SUMMARY OF CURB MILES

<u>TYPE</u>	<u>CURB MILES</u>
Streets and Highways	189.58
Raised Curbed Medians	6.48
Paved Alleys	<u>1.94</u>
TOTAL CURB MILES: 198.00	

NOTE: ALL CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN THE NON-SHADED AREAS FOUND ON SHEETS 2 AND 3 ARE TO BE SWEEP WEEKLY.

PROJECT NAME		ROWLAND HEIGHTS STREET SWEEPING			PROJECT I.D. No. RMD1406004	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 70709	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. NONE	FILENAME	SCALE NONE
						SHEET 5 OF 5

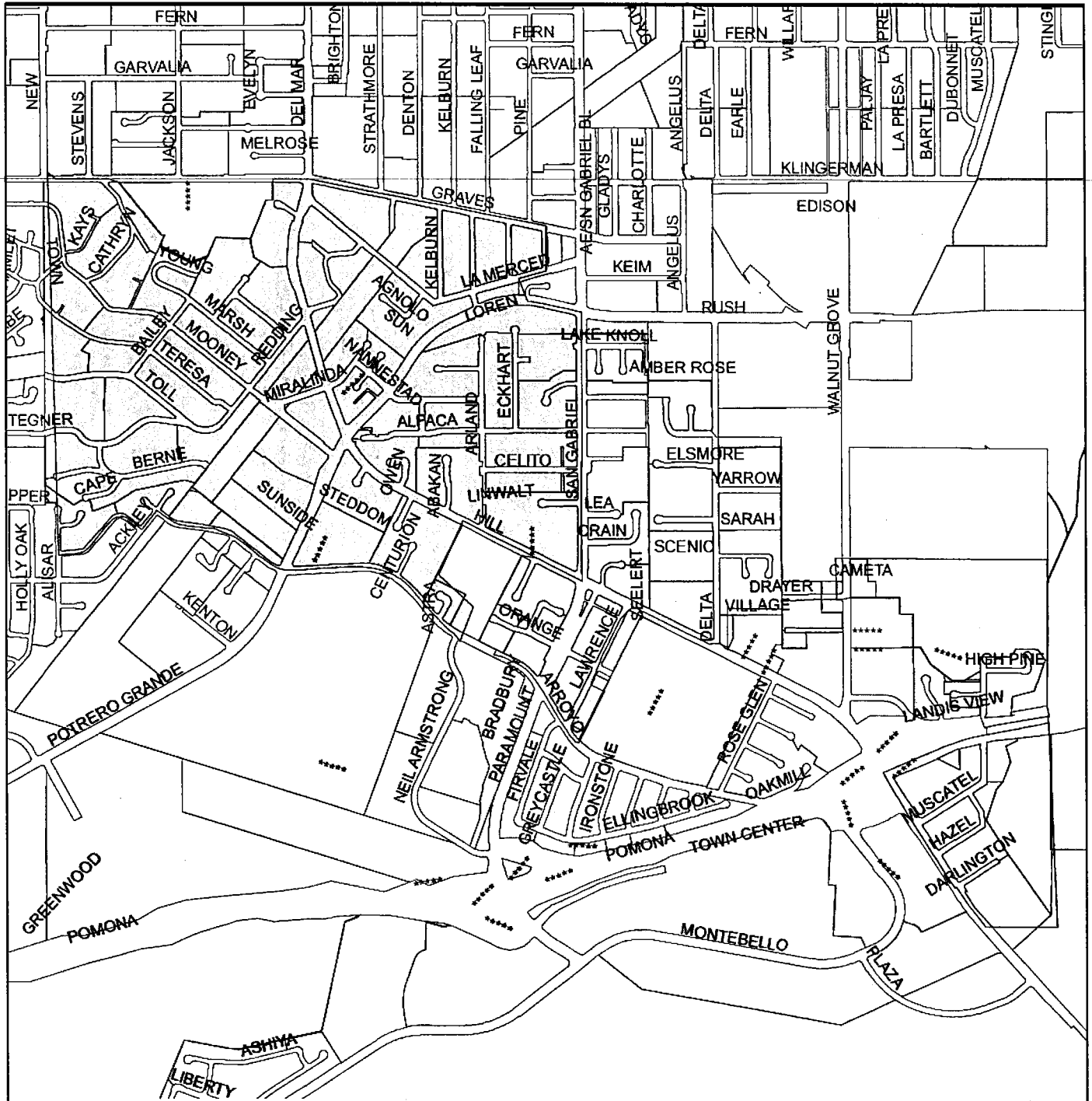
East Pasadena / East San Gabriel / East Arcadia / Royal Oaks Collection Days



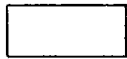
Collection Schedule

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

SOUTH SAN GABRIEL REFUSE/RECYCLING COLLECTION AND STREET SWEEPING SCHEDULE



COLLECTION SCHEDULE

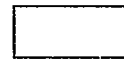


Monday



Tuesday

SWEEPING SCHEDULE



Wednesday



Wednesday

Refuse Collected Mondays for Residences East of San Gabriel Boulevard

Streets East of San Gabriel Boulevard are Swept Wednesdays

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: 20% (from Agreement)

Proposal due date: November 2007

First Potential Fuel Adjustment will be done beginning on the month of this Contract's start date and thereafter at each successive three months interval.

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - January 2008* 173.7 cents per Gallon

Diesel (On-Highway) – April 2008** 218.7 cents per Gallon

$$\frac{218.7 - 173.7}{173.7} \times 100 = \underline{25.9\%}$$

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

(20% of Unit rate x Percent Change in Diesel Price) - PER AGREEMENT

$$= 20\% \times \$15.00 \times 25.9\% = \underline{\$0.77}$$

= \$0.77 Fuel Adjustment (Increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.47 = \$15.77

*Contract Start Date

**Most recently published fuel price for the requesting month (Three months after start of the Contract).

**County of Los Angeles
Request for Proposals for
Street Sweeping Services
(2012-PA028)**



**Greg M. Clifford
Chief Operating Officer
July 12, 2012**



Section Two

Table of Contents

Section One	Title Page
Section Two	Table of Contents
Section Three	Letter of Transmittal
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Section Five	Experience
Section Six	Work Plan
Section Seven	Quality Assurance Program
Section Eight	Subcontractors
Section Nine	Financial Resources
Section Ten	Licenses and Certifications
Section Eleven	Insurance
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Section Fourteen	Subcontractor's Forms List
Section Fifteen	Living Wage Ordinance – Application for Exemption
Section Sixteen	Additional Information



County of Los Angeles
Department of Public Works

Section Three

Letter of Transmittal

Please see the next page.



July 12, 2012

Andres Campaz
County of Los Angeles
Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803-1331

Dear Mr. Campaz:

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

Athens Services is a fourth generation, family owned, and locally operated solid waste collection, processing, and street sweeping company operating in the greater Los Angeles region that has been providing street sweeping services for Los Angeles County for over 25 years.

We are the current service provider for the Rowland Heights contract area and as such has successfully passed all audits and requirements by the County of Los Angeles.

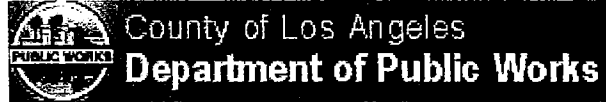
Our current collection operations and facilities are ideally suited to provide the County of Los Angeles with the best and most cost effective service. Our proposal fully addresses all requirements of the request and provides an excellent rate package for consideration.

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

Thank you.

Sincerely,

Gary M. Clifford
Chief Operating Officer
GClifford@AthensServices.com
Athens Services
PO Box 60009
Industry, CA 91716
(626) 336-3636



Section Four

Support Documents for Corporations and LLC's

Please see the page that follows for the document required by the RFP.



**State of California
Secretary of State**

S

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

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME
Arakelian Enterprises, Inc.
P.O. Box 60009
City of Industry, CA 91716-0009
Due 2/28/12

2. CALIFORNIA CORPORATE NUMBER
C1494158

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)
3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
14048 Valley Blvd.	City of Industry	CA	91746
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
14048 Valley Blvd.	City of Industry	CA	91746
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
P.O. Box 60009	City of Industry	CA	91716-0009

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Ronald J. Arakelian, Jr.	14048 Valley Blvd.	City of Industry	CA	91746
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Michael R. Arakelian	14048 Valley Blvd.	City of Industry	CA	91746
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Gregory Huntington	14048 Valley Blvd.	City of Industry	CA	91746

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.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Ronald J. Arakelian, Jr.	14048 Valley Blvd.	City of Industry	CA	91746
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
Michael R. Arakelian	14048 Valley Blvd.	City of Industry	CA	91746
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
Ronald J. Arakelian III	14048 Valley Blvd.	City of Industry	CA	91746

13. 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 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1605 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
Kevin P. Hanifin

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
14048 Valley Blvd., City of Industry CA 91746

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Trash Collection, Recycle, Transfer and Disposal

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

2/27/12 Chris Jensen Controller
DATE TYPEPRINT NAME OF PERSON COMPLETING FORM TITLE

[Signature]
SIGNATURE

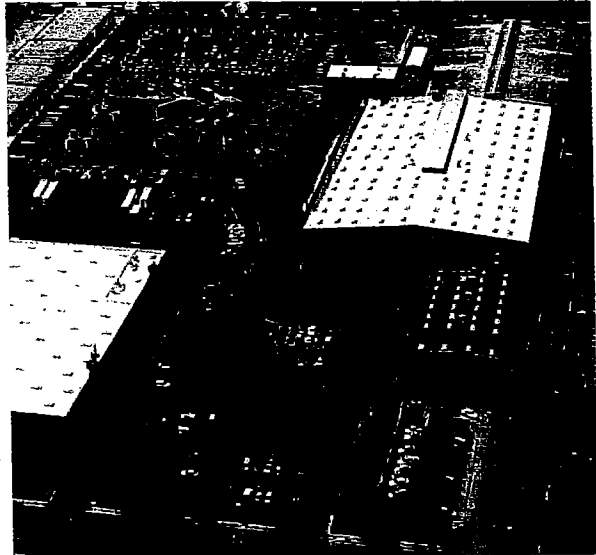
Section Five

Experience

Background

Athens Services, has been providing refuse removal and recycling services in Southern California for over 50 years. We are family-owned and operated, offering a variety of state-of-the-art services, including automated waste collection, mixed-waste material recovery and recycling, green waste recycling, organics collection and processing, and, of course, street sweeping services.

Athens is a fourth generation, family owned business. Three generations are actively involved in all aspects of the company's business. This provides great continuity and commitment that sets Athens apart from its competitors.



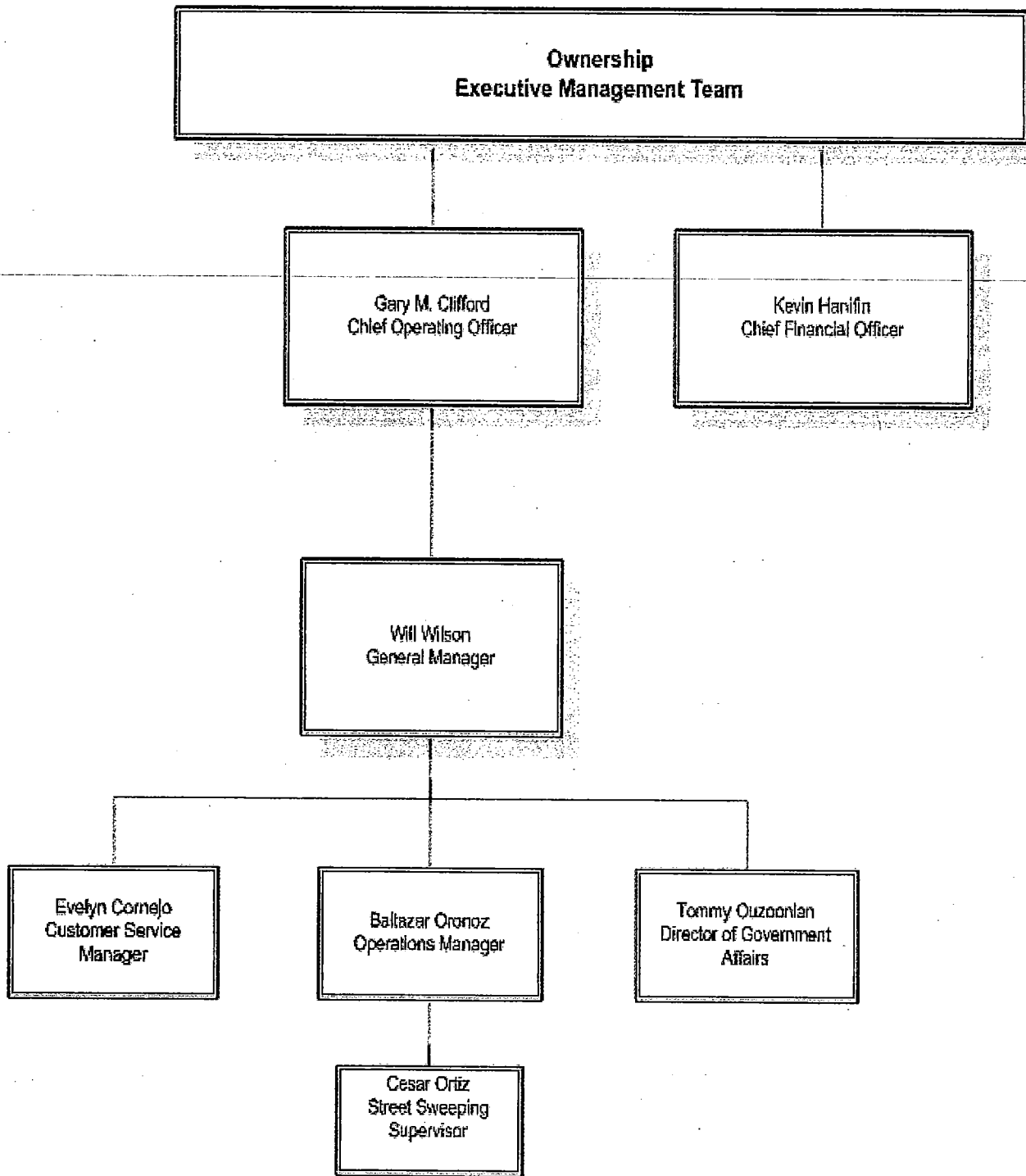
Athens Corporate Headquarters & MRF

As a true entrepreneur, Ron Arakelian, Sr., began with a vision over a half-century ago. From small beginnings, he led Athens to become one of the nation's leading solid waste management and street sweeping service companies. From their first municipal contract, the *Athens District* in Los Angeles, the company has grown through acquisition and competitive bidding. Ron instilled in the Athens organization, a desire to be the best. His sons, Ron, Jr., and Michael, embrace the same goals and ideals. In recent years, Ron Arakelian III joined the team and together they are all dedicated to maintaining Athens as an industry leader.

Organization

The person responsible for the administration of this contract will be Gary M. Clifford, Chief Operating Officer. His resume, as well as those of other key members of the Athens Services team follows at the end of this section.

Described below is contact information for Gary and the other key members of our team, many of which are well-known to various Los Angeles County Public Works staff members.



Staffing Plan

Athens Services 24 hour Management Team Contact Information

Name	Title	Phone	Role
Gary M. Clifford	Chief Operating Officer	(626) 934-4619	Provide executive sponsorship, provide capital, and ensure all goals are met and always available when needed. Over 20 years of experience.
Kevin Hanifin	Chief Financial Officer	(626) 934-4696	Provide executive sponsorship, provide capital, and ensure all goals are met and always available when needed. Over 20 years of experience.
William Wilson	General Manager	(626) 934-4696	General Manager and is responsible for the service to the County of Los Angeles. Over 20 years of experience.
Baltazar Oronoz	Operations Manager	(626) 934-4629	Responsible for the day-to-day operations. He will make sure that our service exceeds the County's expectations. His time commitment will be significant and his responsibilities include management of the drivers, County Staff contacts & meetings, analysis of data from the vehicles, and follow up street surveys to make sure our work is the highest quality. Over 10 years of experience.
Cesar Ortiz	Street Sweeping Supervisor	(626) 934-4691	Responsible for the County of Los Angeles from the aspect of day-to-day operations. He will make sure that our service exceeds the County's expectations. Over 10 years of experience.
Tommy Ouzoonian	Director of Gov't Affairs	(626) 934-4664	Works with County Staff to produce and distribute Public Education and awareness programs and assure contract compliance. Works with residents, businesses, and the Chamber of Commerce. Over 19 years of experience.
Evelyn Cornejo	Customer Service Manager	(626) 934-4606	Manages the Customer Service Department to assure that every call is handled to the customer's satisfaction. Over 10 years of experience.

WILLIAM WILSON
GENERAL MANAGER

CURRENT RESPONSIBILITIES

As the General Manager, he has day to day operational responsibility for the division comprised of a fleet of over 150 vehicles and 250 employees. Duties include oversight of all services, safety, customer service, and facility management. He manages our Street Sweeping fleets in the San Gabriel Valley and Orange County.

EXPERIENCE

A seasoned transportation industry leader with over 20 years experience who possesses excellent leadership; organizational, and project management skills. He has over 15 years of experience executing successful municipal contract transitions and has worked with both City governments and the Federal government.

EDUCATION

MBA- Pepperdine University
BA-Political Science – University Of California at Riverside

BALTAZAR ORONoz
OPERATIONS MANAGER

CURRENT RESPONSIBILITIES

As the Operations Manager, he oversees the day-to-day sweeping operations. He keeps and maintains quality service, good customer relations, up to date employees' files, accident investigation and reporting, conducts safety meetings and trains drivers on safe driving techniques. Maintains regular contact with City Staff to assure contract compliance and acts as the city liaison to make sure all City goals are met.

EXPERIENCE

A true industry professional, he joined Athens in 2004 and brings extensive operational management experience to the team. He is an excellent team motivator and is fluent bilingual English/Spanish, drug and alcohol abuse certified, and accident investigation trained and certified. Baltazar has managed several street sweeping transitions for Athens, including Newport Beach, Hermosa Beach, Pomona, Placentia, Villa Park, and others.

EDUCATION

California State University at LA – Masters in Business Administration

CESAR ORTIZ
STREET SWEEPING SUPERVISOR

CURRENT RESPONSIBILITIES

As the Street Sweeping Area Supervisor, he oversees the day-to-day sweeping operations. He keeps and maintains quality service, good customer relations, up to date employees' files, accident investigation and reporting, conducts safety meetings and trains drivers on safe driving techniques. Maintains regular contact with City Staff to assure contract compliance and acts as the city liaison to make sure all City goals are met.

EXPERIENCE

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

TOMMY OUZOONIAN
DIRECTOR OF GOVERNMENTAL AFFAIRS

CURRENT RESPONSIBILITIES

Responsible for developing new and enhancing existing relationships with local municipalities in regard to Street Sweeping. In recent years his experience includes developing the company's successful responses to RFP's for the Cities of Newport Beach, Mission Viejo, Placentia, San Marino, Azusa, Covina, San Gabriel, Monterey Park, Rowland Heights, Pomona, San Fernando, and others.

Additionally, he works closely with chambers of commerce, colleges and school districts, and various business and community leaders. Tommy assists the Chief Operating Officer with contract negotiations and he participates in acquisitions, business strategies, special projects, and media/customer outreach and education programs.

EXPERIENCE

Over 19 years with Athens Services. Experience includes management of the Sales Department and Planning Department and has worked on many vital special projects and developed the Athens Services website.

INDUSTRY ACTIVITIES

- Frequent presenter at universities and community organizations throughout the Los Angeles County
- Guest lecturer at local colleges and school districts and large commercial customers

EDUCATION

California State University at Fullerton

EVELYN CORNEJO
CUSTOMER SERVICE MANAGER

CURRENT RESPONSIBILITIES

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

EXPERIENCE

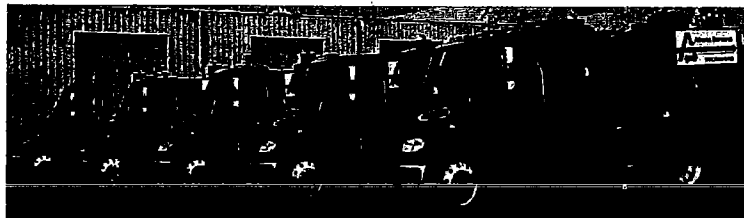
Evelyn has over 10 years experience in the industry and has worked on many vital projects to improve the quality of our service. Specifically, she has continued to maintain our 50 year tradition of answering the phone personally without the use of an automated system that frustrates so many.

EDUCATION

California State University at Fullerton

Length and Quality of Street Sweeping Services as described in Exhibit A

Athens Services has been providing street sweeping services for over 25 years. Currently, twenty-five municipalities in Southern California have made the decision to have their street sweeping services managed by Athens Services and they are glad they did. Most of these contracts are long-term agreements demonstrating that the jurisdictions want us to continue to provide high quality, cost effective service! We have never had a contract terminated.



When it comes to street and parking lot sweeping, Athens has unmatched dedication, resources, and experience in Southern California. Our experience in street sweeping began in 1987 in the City of Temple City, a contract that we still service today. Since that time, we have added more cities because we clearly understand how to deliver high quality street sweeping services.

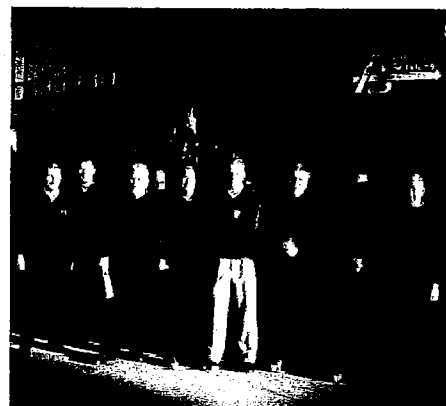
We work hard to improve efficiencies and make sure that our service is transparent to your residents and businesses. We have the most technologically advanced software, the best management and staff, and the best equipment.

Athens provides street sweeping services to nearly *one million* residents and businesses in Southern California.

At Athens Services we are committed to total customer satisfaction. In order to achieve this goal, the entire organization has been structured into customer-driven business entities where quality of service is paramount. The company believes that the best way to accomplish quality and productivity is by empowering our employees to proactively address the needs of the diversity of communities we serve. With such high expectations of quality service, Athens strives to maintain a motivating work climate and provide its employees with the tools and resources necessary to achieve exemplary customer service.

Our expertise extends far beyond the mere sweeping of the City's streets and we will bring to bear our variety of experiences that include meeting recycling mandates, delivering good customer service to the citizens, and producing and delivering effective public education materials.

We have the equipment and the manpower to add streets or do additional work, including special events such as parades or community celebrations.



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

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

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

Minimum Mandatory Requirements for Street Sweeping Services



When it comes to street and parking lot sweeping, Athens has unmatched dedication, resources, and experience in Los Angeles County.

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



Section Six

Work Plan

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

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

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

- We have a pool of experienced sweeper drivers with over three years of experience (full time employees); which are cross trained to ensure service consistency for vacations, jury duty, sick days, etc.
- We have redundancies in back up equipment, and operate other sweeper routes that can be utilized in case of break down or delays.
- Equipment used to conduct sweeping operation will consist of a Tymco Regenerative Air (600 BAH) sweeper which will be used in conjunction with spraying of water to minimize unsettling dust. In addition the driver will be supplied with a manual push broom and shovel to clean/sweep areas such as narrow cul-de-sacs, median noses and portions of left-turn pockets.
- The driver is equipped with a small blower for blowing debris to be picked up by the sweeper truck.
- Sweep/clean all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris from paved alleys, and curbed medians within specified area on a weekly basis.
- Sweeping will be conducted by a trained fulltime Athens Services driver whose duties will include but not be limited to; single pass sweeping at a rate no greater than 6 miles an hour of each side of all streets adjacent and parallel to the curb face including curb returns and cross gutters at all intersecting streets.

- Median sweeping; in areas where raised medians are present driver shall sweep each side of median adjacent and parallel to median curb face.
- Painted median sweeping; in areas where painted medians exist driver shall sweep the entire area within the painted median using both gutter brooms simultaneously.
- Alley sweeping shall consist of sweeping each side to the alley adjacent and to the right of the flow line of the alley at speed of no more than 6 miles per hour.



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



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

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

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



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

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

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

Street Sweeping Emergency Preparedness Procedure

1. Specific designated emergency response street sweeping vehicles in each local geography are fueled and ready at the end of every shift.
2. City officials are given an emergency response phone number where they leave a voice message. The voicemail is distributed via email to the management team assigned to this distribution list.
3. One or all members of the management team returns the phone call to the city official requesting the response to an emergency within 15 minutes.
4. The Area Supervisor dispatches the designated on-call driver to drive to the facility where he picks up the designated emergency response sweeper truck. On call drivers are available to respond to all calls and are required to be at the facility within 20 minutes of initial call.
5. To assure quality control, the driver reports to Area Supervisor his time of arrival to the facility, his time of departure from the facility, and his time of arrival to the emergency location.
6. The Area Supervisor keeps in constant contact with city official throughout the response process updating the official every 20 minutes as to the progress of the driver.
7. Upon arrival to the emergency scene the corresponding Area Supervisor notifies the Athens Services management team via email that the driver has arrived on the scene.
8. At the completion of the assignment requested by the City, the driver notifies the Area Supervisor that the job is complete.



9. Area Supervisor contacts the City official to assure that the job completed and that City expectations have been met.
10. Driver returns to the facility, fuels the emergency response truck, conducts post trip report, and advises Area Supervisor that the truck is parked and that he is departing from the city yard.
11. At the conclusion of all emergency responses corresponding Area Supervisor notifies the management team via email that the assignment is complete.



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

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

Disposal

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

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

Typical Sweeper Route Description

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

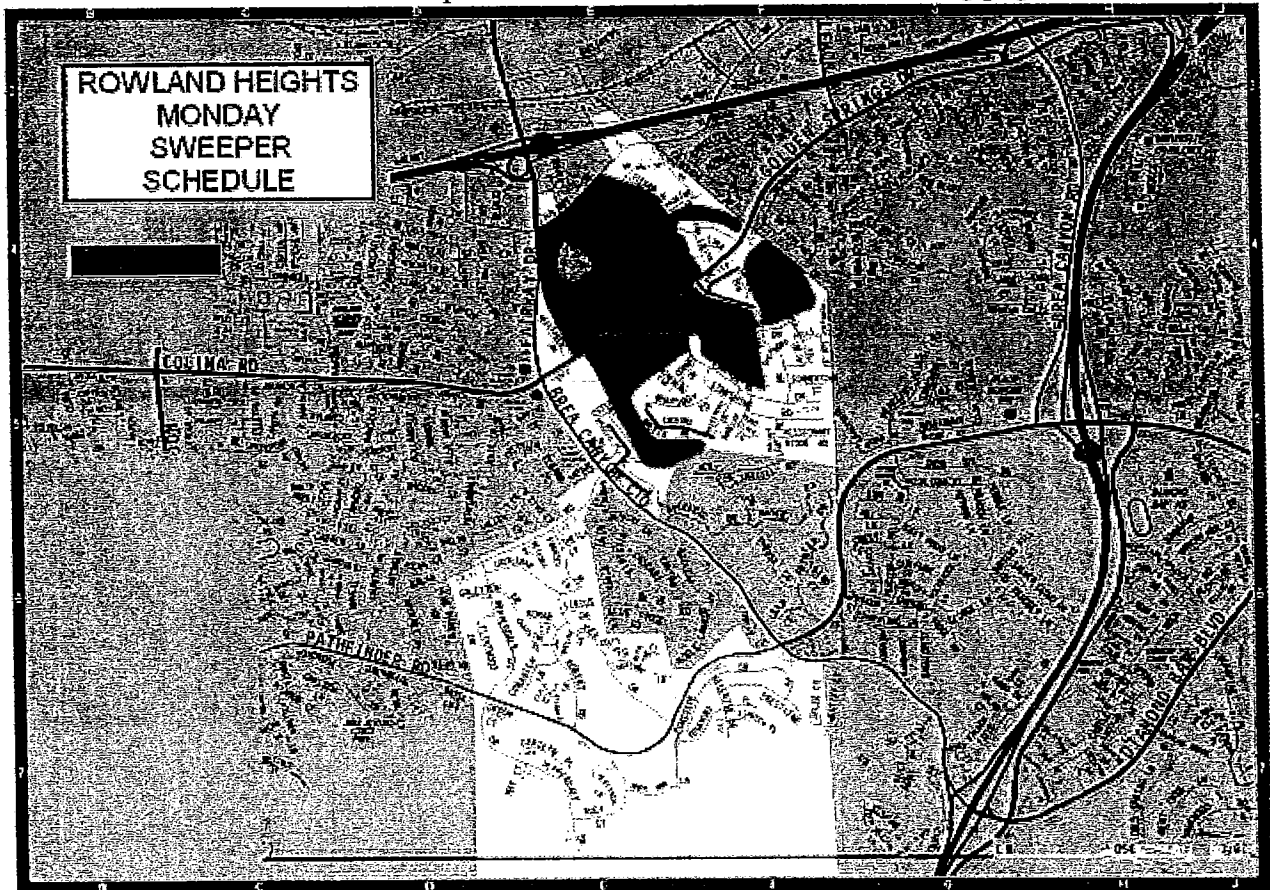
9	Driver will disengage vacuum and water supply. Lift sweeping brushes. Drive to MRF.
10	Driver will arrive at MRF, weigh-in vehicle and provide origin of refuse
11	Driver will wait for clearance to enter MRF, once inside driver will be directed to specific area to dump contents of vehicle
12	Driver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

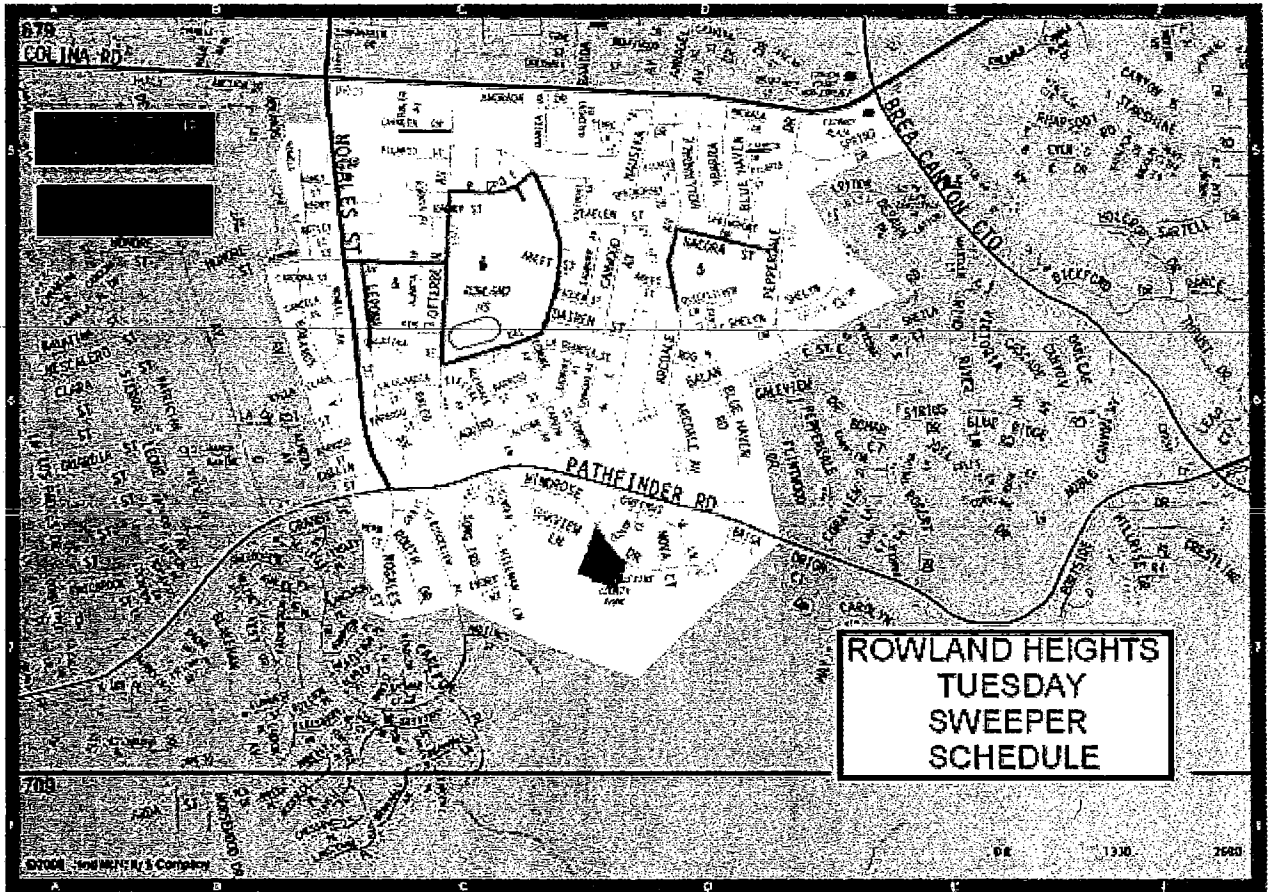
Rowland Heights - Weekly

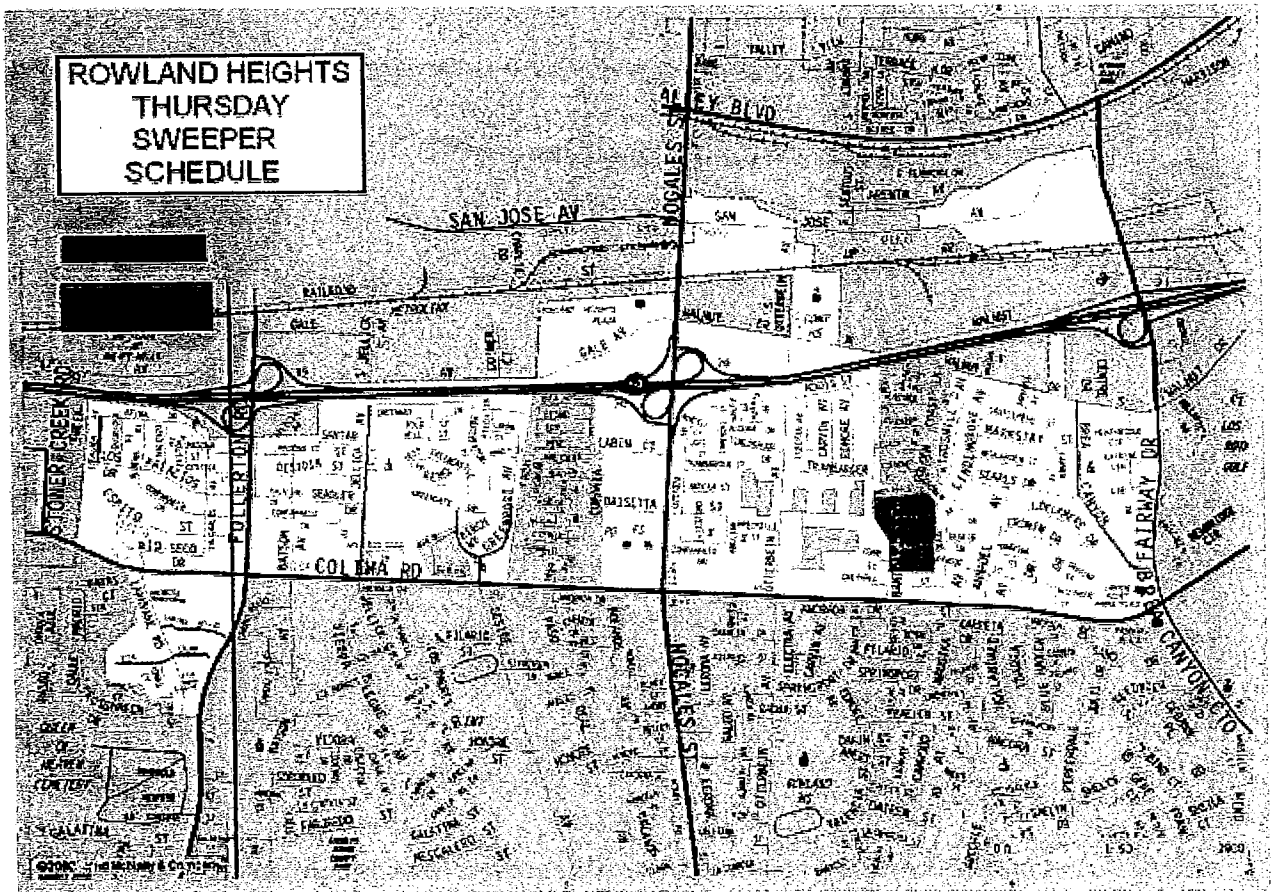
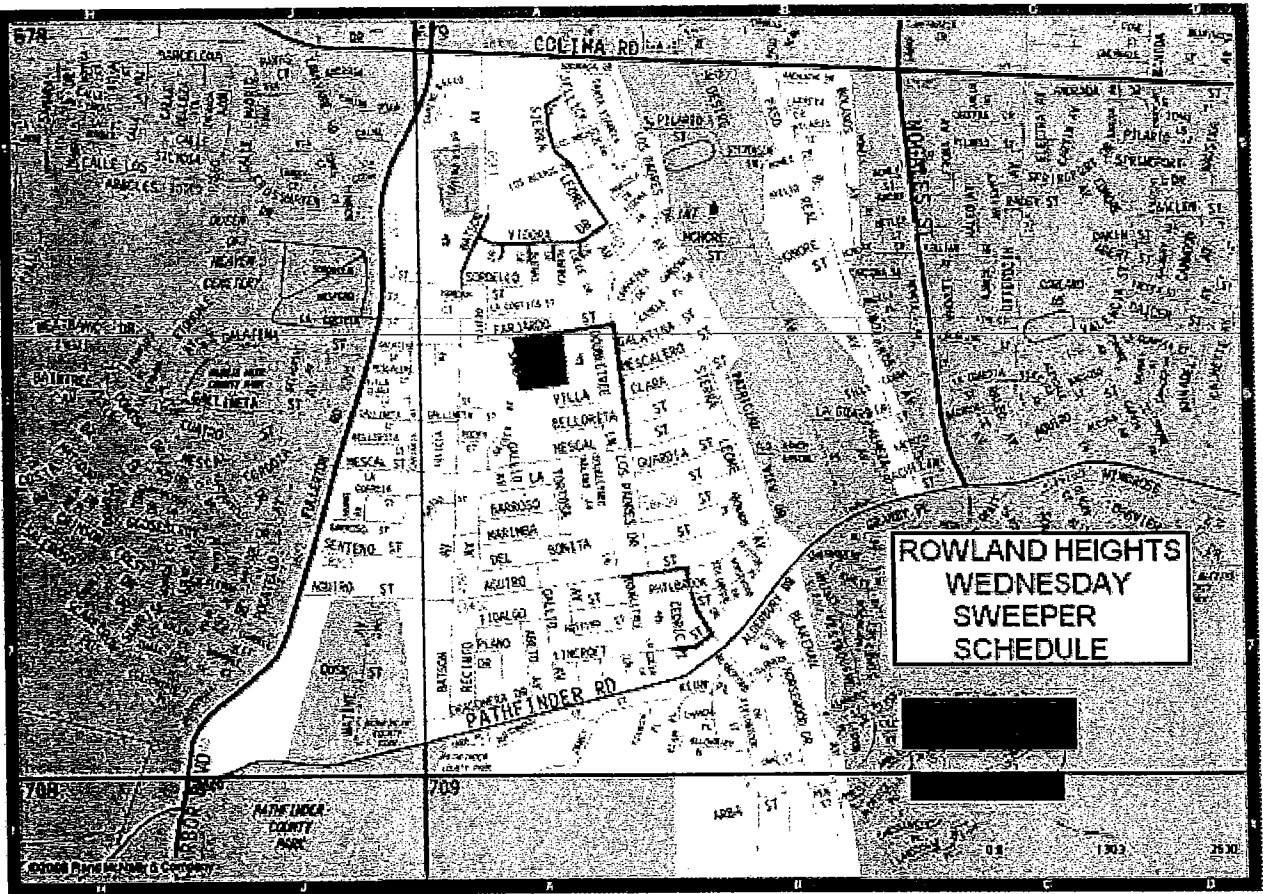
We will assign one full time driver and an alternative fuel (LPG) Tymco Regenerative Air (600 BAH) sweeper to this route. The driver will be fully trained on the route structure and the operation of the vehicle.

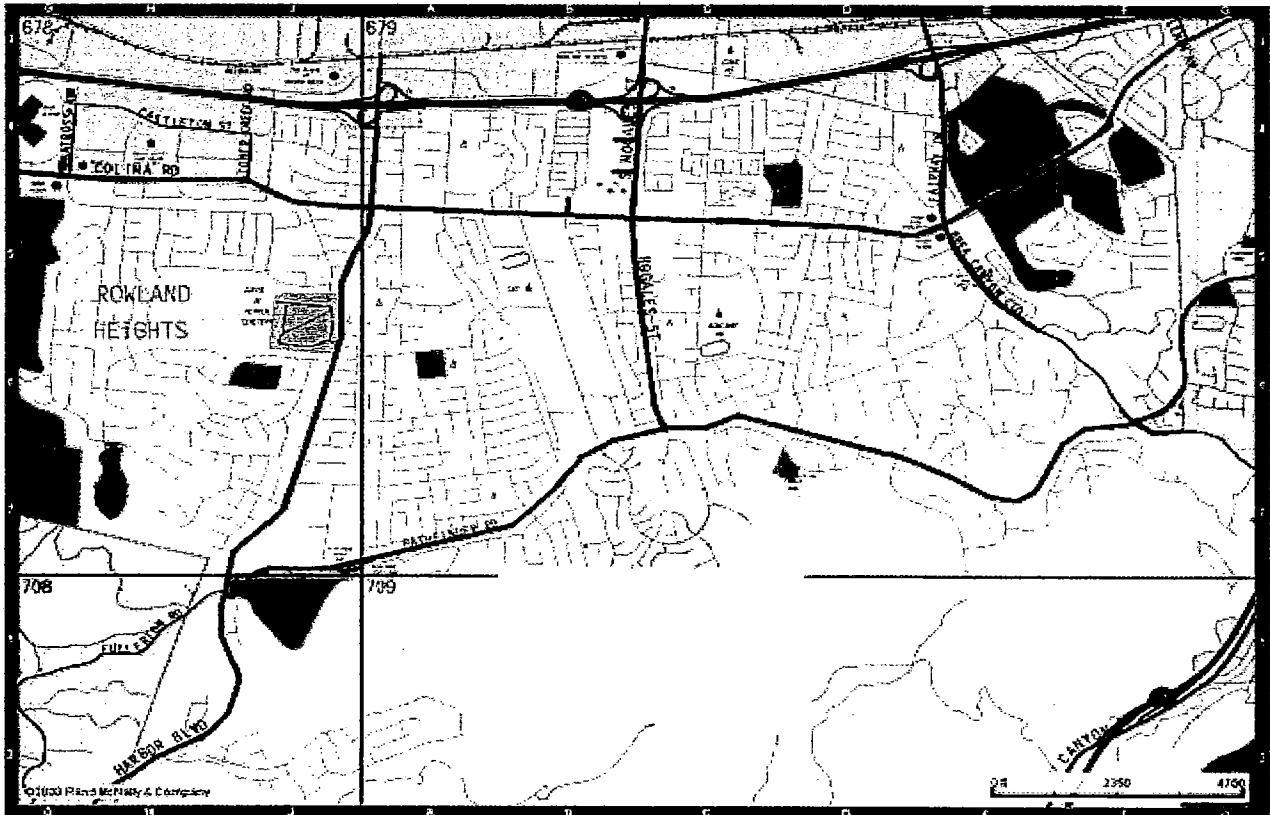
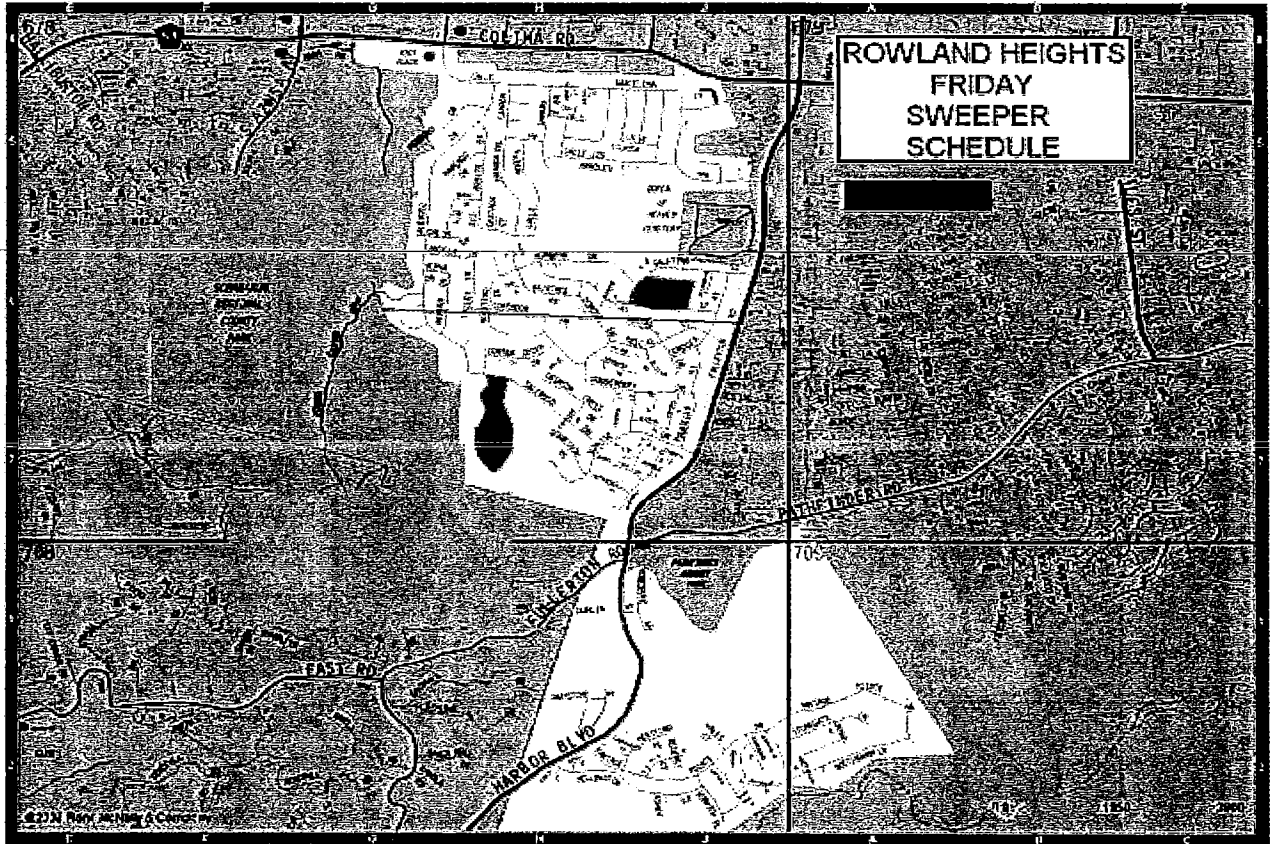
The driver will arrive to work at 03:30 AM, conduct the required pre-trip inspection, and depart at 03:45 AM. Our routing schedule prioritizes the main highways, the school and commercial areas prior to 7 AM, residential streets after 7 AM, and multi-unit residential areas after 8 AM.

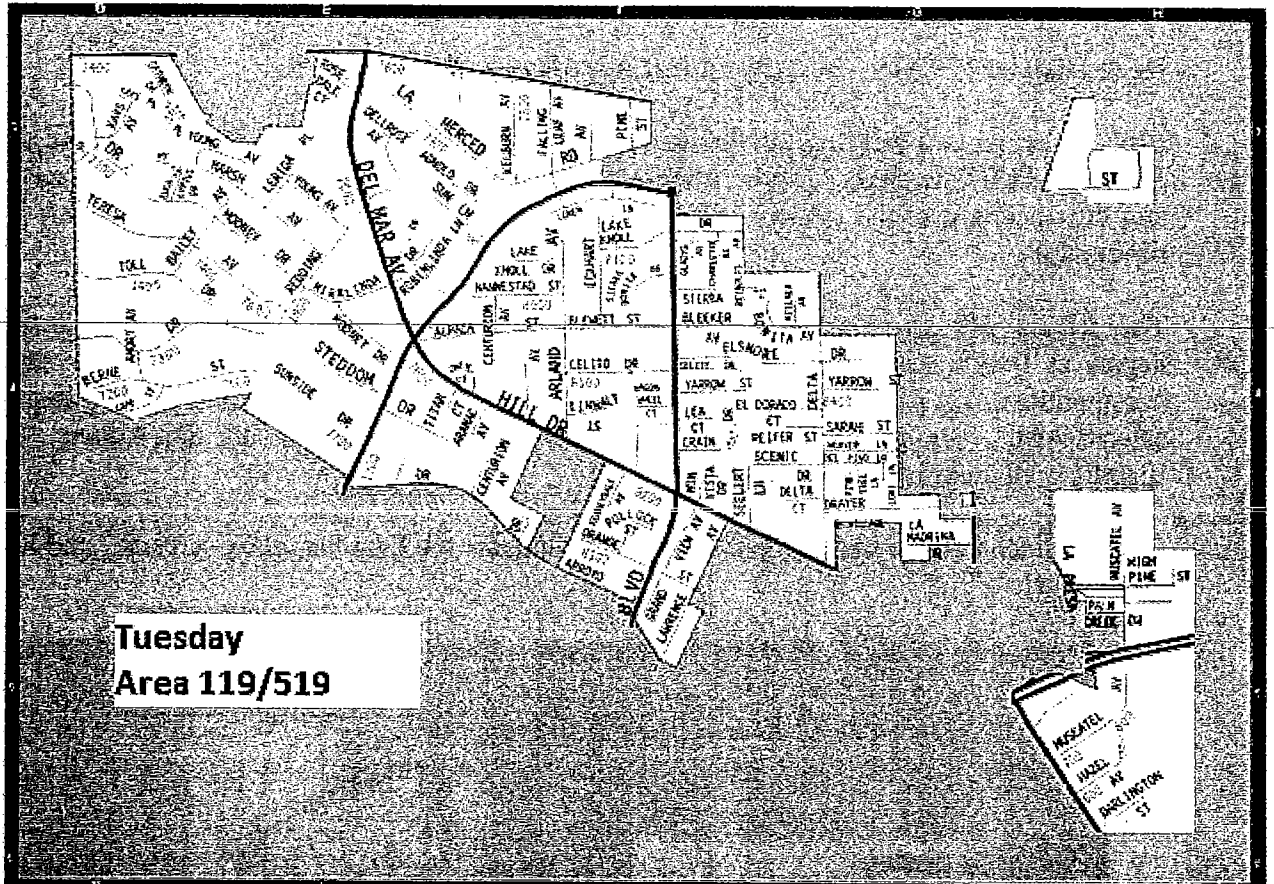
We have included an overview map of our service schedule on the following page.



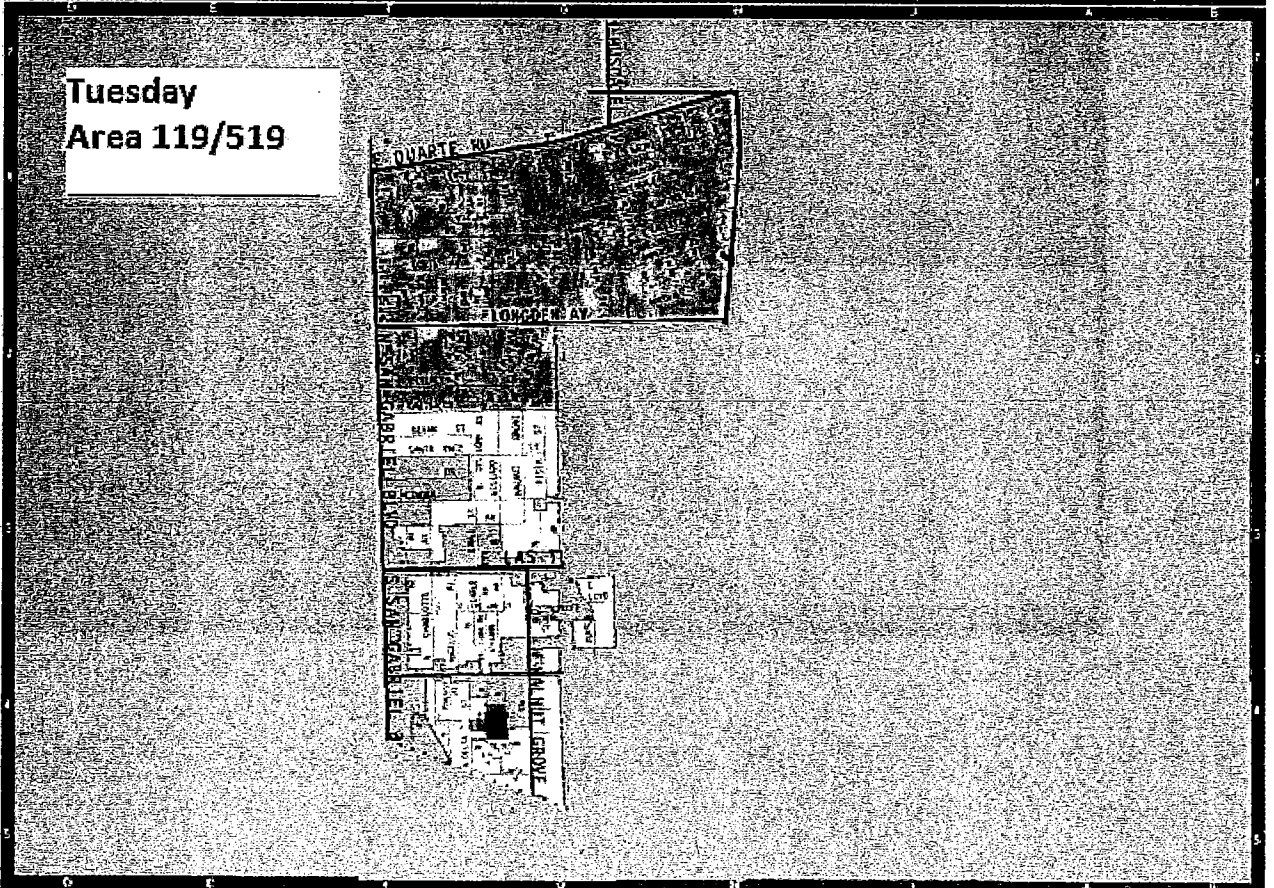






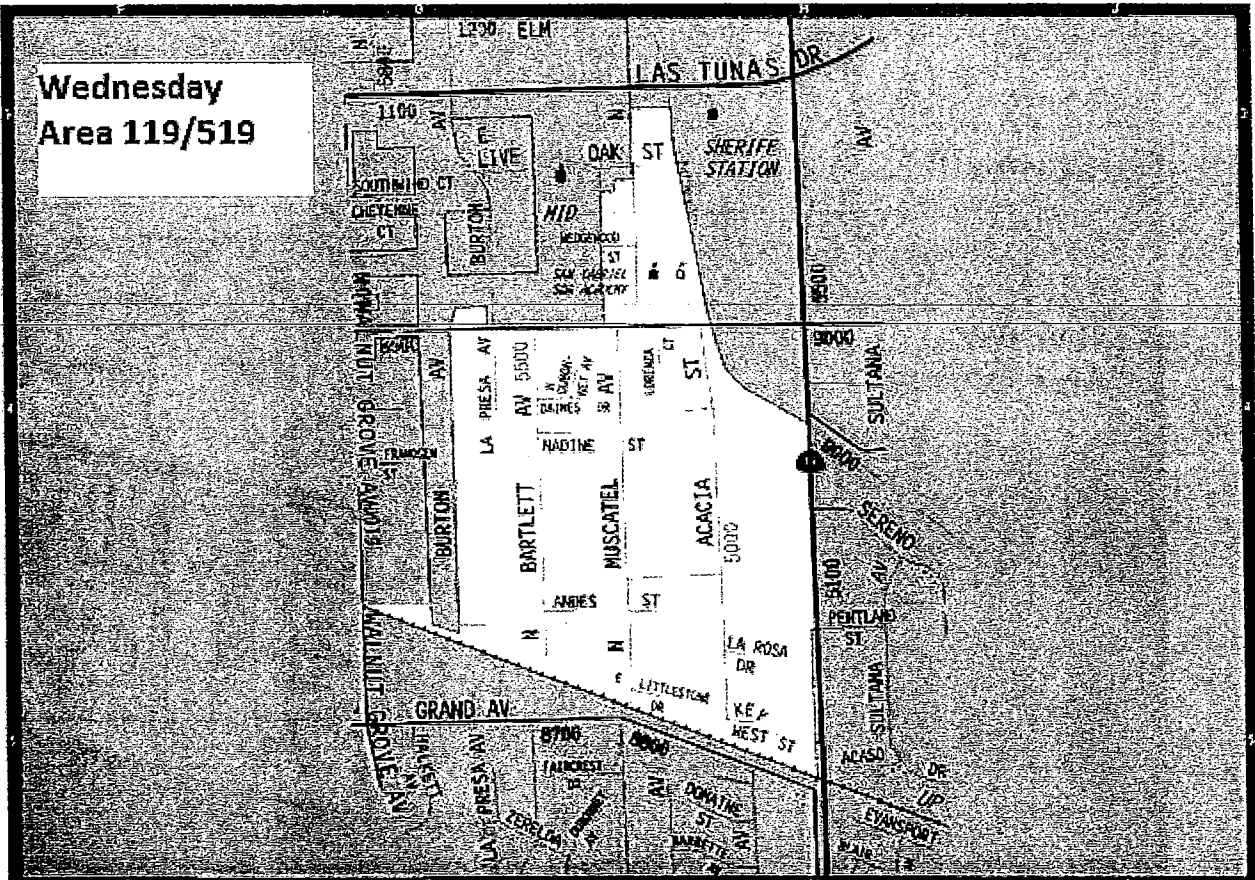


**Tuesday
Area 119/519**

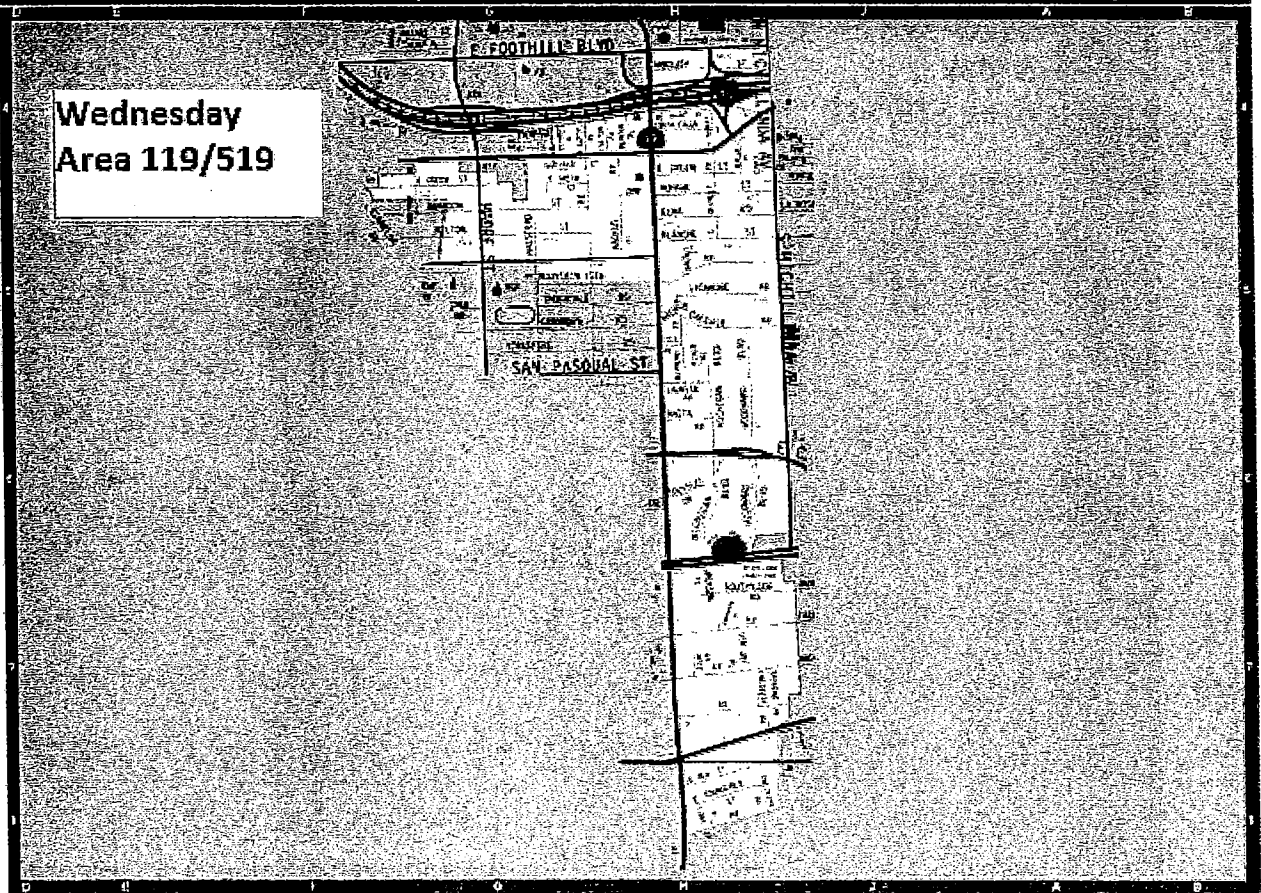


**Tuesday
Area 119/519**

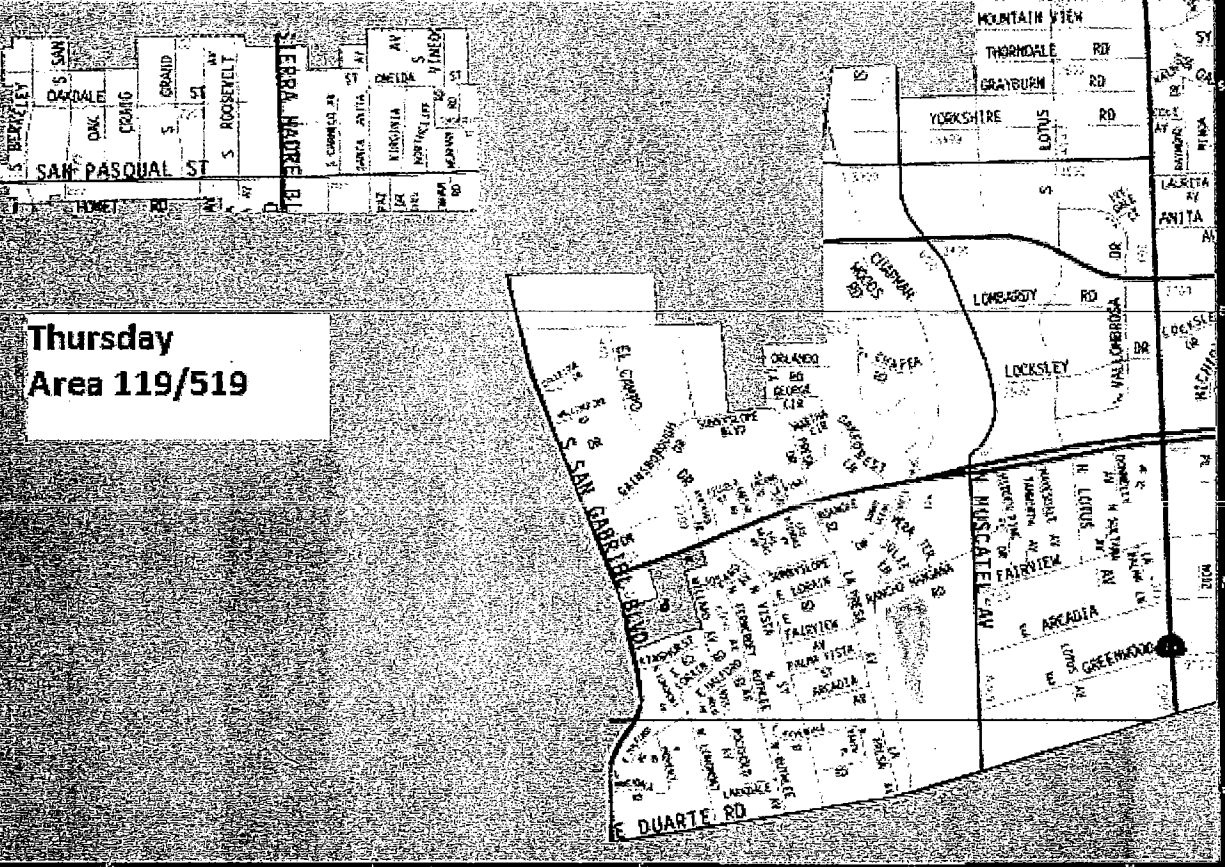
Wednesday
Area 119/519



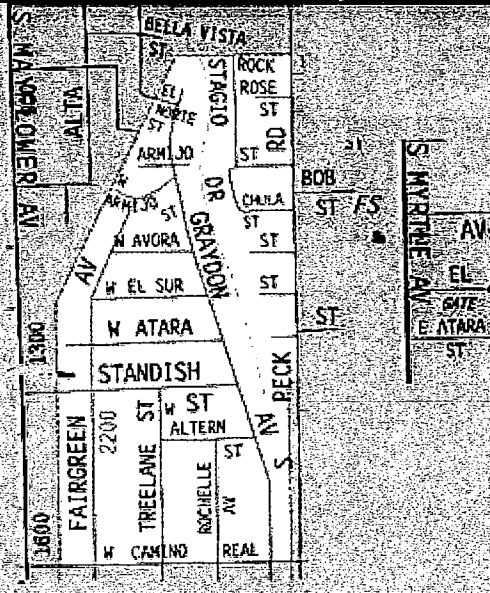
Wednesday
Area 119/519



**Thursday
Area 119/519**

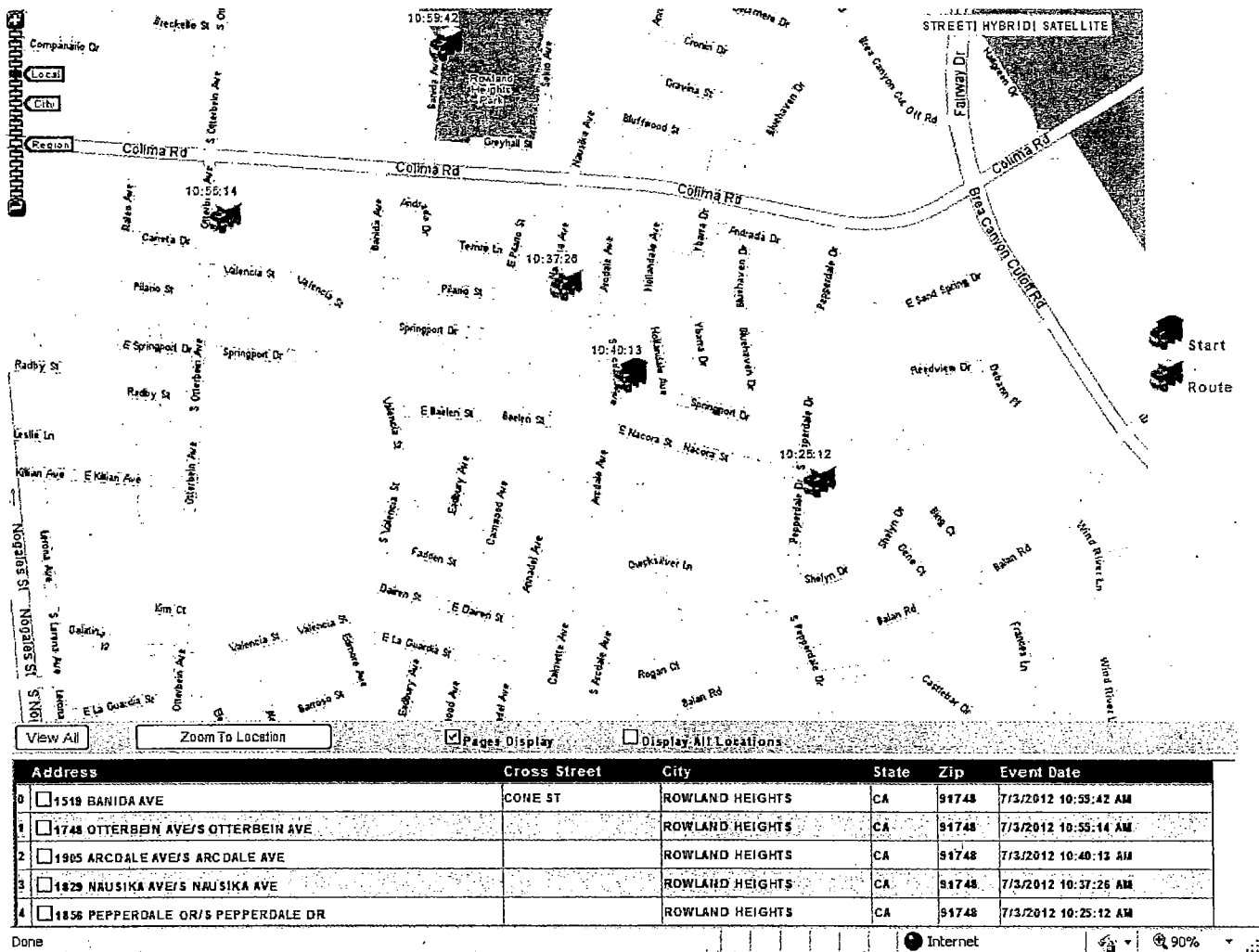


**Friday
Area 119/519**



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

Pictured below is a screen print of the real time GPS tracking of the truck that currently sweeps Rowland Heights.



Detailed technical documentation on the system follows this page.



FD6 Feature Matrix

Message Display Terminal 960CE-X

A New Standard For In-Cab Communications

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

MESSAGE LAMP provides visual indication of message status. The lamp will illuminate when a message is received and will remain lit until the message is read.

SEND UP TO 40 messages in 10 second intervals. The 960CE-X can store up to 40 messages in its memory. The message will be retransmitted when pressed ENT key.

MESSAGES - can be stored up to 1000 in a 1000 digit text to allow for up to 1000 messages.

EASY VIEWING - all messages are displayed in large font.

UP TO 60 alphanumeric characters per message. The 960CE-X can store up to 60 alphanumeric characters per message.

DISPATCH MESSAGES are supported. Press VIEW key to edit messages.

FORM MESSAGES - easy to use. The 960CE-X can store up to 100 form messages.

ONE TOUCH BACKLIT keys provide easy operation with one touch of a button for night and low light conditions.



Introduction

Scope

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

Overview

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

Fleet Director Menu

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

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

View Menu

This menu will deals with the visual aspects of FD6.

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

Send Menu

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

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

Maintain Menu

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

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

Windows Menu

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

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

Help Menu

This menu will access information about the FD6 product.

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

Zoom Capabilities

Zoom capabilities have now moved to the map itself.

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

Data View Selections

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

Tab	Column Name	Descriptions
Events - This tab shows each location as it comes into the eClient system.	<i>Vehicle</i>	The name created in eClient for the vehicle.
	<i>Status</i>	What status the vehicle is in at the time of locate.

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

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

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

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

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

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

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

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

Map View Selections

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

Vehicle - Map View Selection

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

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

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

Landmark - Map View Selection

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

Option	Sub Menu, Tab or Option	Description
Properties		Selecting this option will bring up the Landmark Properties window.

Fleet Maintenance

Every Athens truck is inspected a minimum of twice per day. Each driver performs a pre-trip and post-trip inspection daily. The inspection is documented on a Driver Vehicle Inspection Report (DVIR); the 3-part form is distributed daily to the fleet maintenance supervisor, the Area Supervisor, and the truck file. Any necessary repairs are completed that night, or the truck is replaced by a spare truck until the repairs are completed. The maintenance group maintains a regular preventative maintenance schedule for all trucks to ensure maximum up (operating) time.

A sample of the DVIR is shown below.

Just in case, shop road crews are staffed during all operating hours to ensure that any mechanical problem or breakdown can be attended quickly. All employees have Nextel digital radios to maintain contact with operations. All road crew trucks are equipped with the tools and parts necessary to mitigate down time.

416251

DRIVER'S EQUIPMENT CONDITION REPORT

Vehicle # _____ Date _____
 (Fecha)
 Meter End _____ Meter Start _____
 Driver Signature _____ Employee # _____
 (Firma)

Item OK Needs Repair *--Pre Trip **--Post Trip

Vehicle Exterior (Inspeccion Exterior)	*	**
Exterior Lights (Luces Exteriores)		
Tires, Wheels, Lugs, Rims (Llantas, Rines, y Tuercas)		
Suspension / Springs (Suspension / Muelles)		
Brakes, Drums, Linings (Frenos)		
Mirrors, Doors, Windows (Espejos, Puertas, Ventanas)		
Fuel Tanks (Tanques de Combustible)		
Mud Flaps / License Plates (Lodgeras) / (Placas)		
Air Tanks (Tanques de Aire)		
Exhaust System (Sistema de Umo)		
Fire Extinguishers (Extinguidor de Incendios)		
Air Lines & Connectors (Lineas de Aire y Conexiones)		
Fifth Wheel (Quinta Rueda)		
Charge Cord (Conexiones de Cables)		
Landing Gear (Soporte de Traila)		

Engine Compartment (Compartamento de Motor)	*	**
Fluid Levels (Inspeccion de Liquidos)		
Belts & Hoses (Mangueras y Bandas)		
Fluid Leaks (Fugas de Aceite)		
Starter (Arrancador)		
Transmission (Transmision)		
Inside Vehicle Inspeccion Interior		
Brake Systems (Sistemas de Frenos)		
Gauges (Medidores)		
Heater / Defroster (Calentor)		
Windows / Wipers (Ventanas y Parabrisas)		
Steering (Volante)		
Horn (Clacson)		
Emergency Reflectors (Refletores de Emergencia)		
Registration Card - Registracion Insurance Card - Aseguranza		

Were you involved in an accident or
personal injury today? Yes No

Air Brake Test (BEFORE STARTING TRIP)

Se Envolvio en un Accidente o
Lesionado Hoy- Si No

Max Air Pressure Reading _____ Reading After 1 Minute _____

Pedal Depressed Reading _____ Reading After 1 Minute _____

Low-Air Warning Comes On At Air Gauge Reading _____

Description of Mechanical Defects:
(Defectos Mecanicos)

Repair Comments: _____

Mech. Signature _____ Date _____

Customer Service

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

- Our toll-free number is (888) 336-6100
- LIVE Telephone coverage beginning at 7:00 a.m., six days a week.
- 24 hour Message system
- Same day resolution of all inquiries.
- Multilingual staffing during ALL business hours. (We can translate over 175 languages!)
- Area Supervisor always available to be dispatched for special customer concerns.
- Professional and courteous customer service staff.
- Proper staffing to handle customer concerns promptly.



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

Athens owns and operates an IBM AS400 main frame computer system to process customer inquiries. After an extensive study and development effort, Athens uses custom designed software applications to ensure efficient service. All Customer Service Representatives are “on-line” and have immediate access to each customer's service information. A brief summary of our customer service procedure is described below:

- All inquiries are logged into the central computer with the following information:
- Date/Time
- Inquiry Type (i.e., service request, extra service, etc.)
- Supervisor Area
- Route Number/Truck Number
- Inquiries requiring immediate action are radioed via Nextel Direct to the Area Supervisor and truck driver.
- A follow-up call is made to the customer to determine that he/she is pleased with our response.
- The disposition of each inquiry is logged into the computer.
- Daily inquiry status reports are reviewed by several members of the management team.

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

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

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

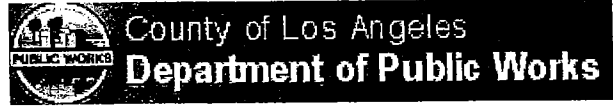
A sample Inquiry is shown below:

```
MELISSA                ** ATHENS DISPOSAL COMPANY ** Version 1                7/03/12
TRR010D1                SERVICE COMPLAINT ENTRY                15:33:17
Co/Div..... 20 01                Complaint Number. 2931506
City code.. 260                Complaint Date... 7/03/12
Account #.. 360470                Entered By..... MELISSA
Acct.Name.. ROWLAND HEIGHTS SWEEPER
Street No.. 0000    Street Name    VARIOUS                Ste#
City..... ROWLAND HEIGHTS    State CA Zip code 91748 -
Contact.....                Service Phone 6269344664 Ext ____
Cross Street..... COLIMA
Calling Name..... TOMMY                Calling Phone 6263363636
Complaint Type..... 008 STREET SWEEPING                Severity Code... 4
Cp Dsc. JOHN SMITH CALLED TO SAY SWEEPER IS NOT HERE YET

-----
To Do Date..... 70312 (MDY)
Supervisor Area..... 19 826                Dispatched Truck#... 826
Req Phone Call..... N (Y/N) Valid Complaint (Y/N)    Print Y/N .... Y
Driver At Fault.....
Completed By Name... TOMMY                Completion Date ____ (MDY)
Completion Comment.. SWEeper/ FLAT TIRE RUNNING 30MIN LATE

-----
Outq..... VIPRT09
ENTER=Proc F3=Exit F4=Look-up F09=Addl Des F12=Prev F13=Eqp
```

Additionally, we are pleased to provide the County reports on a monthly basis that details all of the service calls for the areas we service.



Section Eight

Subcontractors

Athens will not be using any subcontractors.



Section Nine

Financial Resources

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



July 12, 2012

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

County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803-1331

RE: Proposal for Street Sweeping Services (2012-PA028)

To Whom It May Concern:

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

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

Sincerely,

Kevin P. Hanifin
Chief Financial Officer

KPH:jk



Section Ten

Licenses and Certifications


The next pages contain our Motor Carrier Permit and our Los Angeles County Waste Hauler Permit.

DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS G875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



08/09/2011

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

 MOTOR CARRIER PERMIT	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700	
ARAKELIAN ENTERPRISES INC PO BX 60009 CITY OF INDUSTRY, CA 91716-0009	
Valid From: 09/01/2011	Valid Through: 08/31/2012
CA#: 0335125	
The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:	
Private Full Year Corporation	
Prmt Date: 08/08/2011	Office #: 154
Account #: 463213	Tech ID: RB
Sequence #: 0014	Amt Paid: \$730.00

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

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

DMV 210C MCP (NEW 10/2004)

A Public Service Agency



COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

Under Provisions of County Ordinance Title 20

2012

COMPANY ID #	S0581
PERMIT FEE	\$3,851.00
VEHICLES PERMITTED	79
DATE OF ISSUE	12/29/2011
EXPIRATION DATE	12/31/2012

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



CHIEF, SOLID WASTE PROGRAM



Section Eleven

Insurance

See Section Thirteen for a filled out Form PW-16.

Additionally, a Certificate of Insurance follows this page. Athens Services will provide the County with the required insurance coverage prior to the commencement of work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2012

Page 1 of 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Willis Insurance Services of California, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
		PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
		E-MAIL ADDRESS:	certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#	
		INSURER A:	Chartis Specialty Insurance Company	26883-900
INSURED	Athens Services, Inc. 14048 Valley Blvd. City of Industry, CA 91746	INSURER B:	Arch Insurance Company	11150-001
		INSURER C:	National Union Fire Insurance Co. of Pitt	19445-900
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 17496713 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BG6439324	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			71CAB4941504	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE 25414441	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71WCI4941604	3/1/2012	3/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

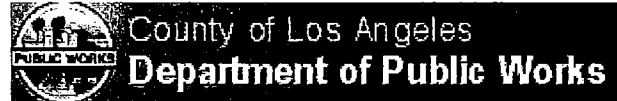
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	To Whom it May Concern	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE
		<i>Colt D. DeM...</i>

ACORD 25 (2010/05)

Coll:3653340 Tpl:1411987 Cert:17496713 © 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



Section Twelve

Record Keeping

Overview

Please see Section Thirteen for a filled out Form LW-9 and see the additional information below.

Background

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

Timekeeping

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

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

Payroll Processing

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

Once all employee time data is entered into the payroll system, a "Payroll Trial Register" report is printed. The report details total payroll by employee name, hours worked, amount to pay each employee, and the total payroll for the pay period. The payroll system also generates a "Payroll Trial Register Exception Report" which lists unusual items for payroll personnel to review. Such unusual items might be:

- Employees who will not be receiving a pay check for the period.
- Hourly rate overrides

Rate overrides apply to instances where an employee received a pay rate increase during the pay period; however, the payroll system may not have been updated. Payroll personnel will enter the employee's pay based on the new rate. The system will detect the difference and display the exception.

- Tax Rate Frequency - The Company's policy on vacation pay is to pay employees for their earned vacation pay on the anniversary of their hire date via check. Since all employees are normally paid weekly, vacation pay can be for more than one week of pay, depending upon the employee's length of service. As a result the Payroll Department will utilize the Tax Rate Frequency override in order to adjust the amount of tax to be deducted from the check to correctly correspond to the amount of vacation days to be paid.

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

Deductions

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

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

Distribution of Checks

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

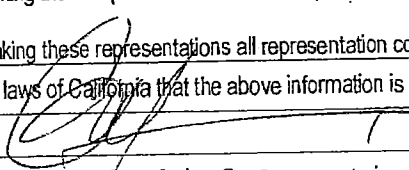


Section Thirteen

Form List

Please see the pages that follow.

VERIFICATION OF PROPOSAL

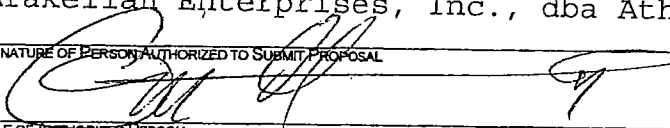
DATE: 7/12, 2012		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Street Sweeping Services 2012-PA028			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Gary M. Clifford			
4. I AM 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 Operating Officer			
PROPOSER INFORMATION			
6. Proposer's full legal name: Arakelian Enterprises, Inc.,		Telephone No.: 626-336-3636	
Address: PO Box 60009, Industry, 91716		Fax No.: 626-513-0988	
e-mail: GClifford@AthensServices.com	County WebVen No.: 00239801	IRS No.: 95-4313271	Business License No.: S0581
7. Proposer's fictitious business name(s) or dba(s) (if any): Athens Services			
County(s) of Registration: LA		State: CA	Year(s) became DBA: 1999
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor		Name of Proprietor:	
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business: Industry (Corporate office)	
		State of incorporation: CA	Year incorporated: 1958
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Ron Arakelian, Jr	Title	Director
Street	14048 Valley Blvd	City	Industry
Phone	626-336-3636	State	CA
Fax	626-513-0988	Zip	91716
Name(s)	Michael Arakelian	Title	Director
Street	14048 Valley Blvd	City	Industry
Phone	626-336-3636	State	CA
Fax	626-513-0988	Zip	91716
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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:		<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input type="checkbox"/> (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: 7/12/12
Type name and title: Gary M. Clifford, Chief Operating Officer			

SCHEDULE OF PRICES

STREET SWEEPING SERVICES (2012-PA028) – ROWLAND HEIGHTS

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL UNITS	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL UNITS)
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	\$ 22.00	10,195.12	\$ 224,292.64
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	\$ 88.00	100.88	\$ 8,877.44
TOTAL PROPOSED ANNUAL PRICE					\$ 233,170.08

LEGAL NAME OF PROPOSER Arakelian Enterprises, Inc., dba Athens Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Gary M. Clifford, Chief Operating Officer		
DATE July 12, 2012	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE
PROPOSER'S ADDRESS: PO Box 60009 City of Industry, CA 91716		
PHONE (626) 336-3636	FACSIMILE (626) 513-0986	E-MAIL GClifford@AthensServices.com

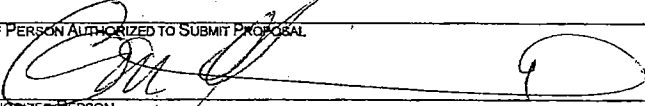
- 1 Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2 A Curb Mile (CM) shall equal a swept path not less than 10 feet wide for a total length of 5,280 feet.
- 3 A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

SCHEDULE OF PRICES

STREET SWEEPING SERVICES (2012-PA028) – RD 119/519

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED ANNUAL UNITS	ANNUAL PRICE (UNIT PRICE X ESTIMATED ANNUAL UNITS)
1.	Sweeping of curbed streets ⁴	CURB MILES (CM) ⁵	\$ 22.00	10,952.76	\$ 240,960.72
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ⁶	\$ 88.00	279.24	\$ 24,573.12
TOTAL PROPOSED ANNUAL PRICE					\$ 265,533.84

LEGAL NAME OF PROPOSER Arakelian Enterprises, Inc., dba Athens Services		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON Gary M. Clifford, Chief Operating Officer		
DATE July 12, 2012	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE
PROPOSER'S ADDRESS: PO Box 60009 City of Industry, CA 91716		
PHONE (626) 336-3636	FACSIMILE (626) 513-0986	E-MAIL GClifford@AthensServices.com

- ⁴ 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.
- ⁵ A Curb Mile (CM) shall equal a swept path not less than 10 feet wide for a total length of 5,280 feet.
- ⁶ A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

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

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

Company Name: <u>Arakelian Enterprises, Inc.,, dba Athens Services</u>			
Company Address: <u>PO Box 60009</u>			
City: <u>Industry</u>	State: <u>CA</u>	Zip Code: <u>91716</u>	
Telephone Number: <u>626-336-3636</u>			
(Type of Goods or Services): <u>Street Sweeping Services</u>			

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.

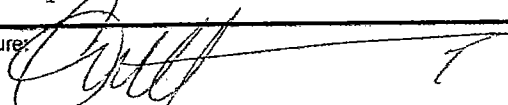
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- 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: <u>Gary M. Clifford</u>	Title: <u>Chief Operating Officer</u>
Signature: 	Date: <u>7/12/12</u>

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Street Sweeping Services 2012-PA028
 SERVICE BY PROPOSER Arakelian Enterprises, Inc., dba Athens Services
 PROPOSAL DATE: 7/1/2012

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

	2007	2008	2009	2010	2011	Total	Current Year to Date
1. Number of contracts.	36	38	44	50	56	56	56
2. Total dollar amount of Contracts (in thousands of dollars).	163800	163819	171057	182654	197180	197180	197180
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	52	31	36	11	6	136	6
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.	1072	926	1381	279	177	3835	56

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.

Gary M. Clifford
 Name of Proposer or Authorized Agent (print)



Date

7/12/12

CONFLICT OF INTEREST CERTIFICATION

I, Gary M. Clifford

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title Chief Operating Officer

of Arakelian Enterprises, Inc., dba Athens Services
 Name of proposer

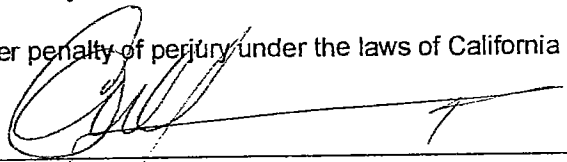
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

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 7/12/12

*** To assist the County, we have included letters of reference from several of our clients following this section ***** **FORM PW-6**

PROPOSER'S REFERENCE LIST

Arakelian Enterprises, Inc., dba Athens Services

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: Street Sweeping Services

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

A. COUNTY OF LOS ANGELES AGENCIES
All contracts with the County during the previous three years must be listed.

SERVICE: Sweeping	SERVICE DATES: 2008-Present
DEPT/DISTRICT: Rowland Hts	
CONTACT: David E. Oboza	
TELEPHONE: 626-337-1277	
FAX: 626-962-3982	
E-MAIL: doboza@dpw.lacounty.gov	

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2002-present
AGENCY/FIRM: City of Azusa	
ADDRESS: 213 E. Foothill, Azusa	
CONTACT: Tito Haes	
TELEPHONE: 626-812-5248	
FAX: 626-334-6358	
E-MAIL: thaes@ci.azusa.ca.us	

SERVICE: Sweeping	SERVICE DATES: 1987-present
AGENCY/FIRM: City of Temple City	
ADDRESS: 9701 Las Tunas, TC, 91780	
CONTACT: Jose Pulido	
TELEPHONE: 626-285-2171	
FAX: 626-285-8192	
E-MAIL: jpulido@templecity.us	

SERVICE: Sweeping	SERVICE DATES: 2011-present
AGENCY/FIRM: City of Agoura Hills	
ADDRESS: 30001 Ladyface Court, 91301	
CONTACT: Robert Cortes	
TELEPHONE: 818 597 7329	
FAX:	
E-MAIL: rcortes@ci.agoura-hills.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2006-present
AGENCY/FIRM: City of Covina	
ADDRESS: 125 E. Covina, CA 91723	
CONTACT: Daryl Parrish	
TELEPHONE: 626-384-5410	
FAX: 626-332-5427	
E-MAIL: dparrish@covinaca.gov	

PROPOSER'S REFERENCE LIST

Arakelian Enterprises, Inc., dba Athens Services

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____ Street Sweeping Services _____

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
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SERVICE:	SERVICE DATES:
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B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/FIRM: City of Glendora	
ADDRESS: 116 E. Foothill, Glendora	
CONTACT: Chris Jeffers	
TELEPHONE: 626-914-8201	
FAX: 626-914-8221	
E-MAIL: cjeffers@ci.glendora.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/FIRM: City of Hermosa Beach	
ADDRESS: 1315 Valley Drive, 90254	
CONTACT: Ells Freeman	
TELEPHONE: (310) 629-1954	
FAX: 310-798-2917	
E-MAIL: efreeman@hermosabch.org	

SERVICE: Sweeping	SERVICE DATES: 2011-present
AGENCY/FIRM: City of Irwindale	
ADDRESS: 5050 Irwindale Ave, Irwindale 91706	
CONTACT: Loretta Corpis	
TELEPHONE: (626) 430-2211	
FAX: 626-962-4209	
E-MAIL: lorettac@ci.irwindale.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2012-present
AGENCY/FIRM: City of Lake Forest	
ADDRESS: 25550 Commercenter dr, #100 92630	
CONTACT: Luis Estevez	
TELEPHONE: (949) 461-3485	
FAX: (949) 461-3511	
E-MAIL: lestevez@lakeforestca.gov	

PROPOSER'S REFERENCE LIST
Arakelian Enterprises, Inc., dba Athens Services

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____ Street Sweeping Services

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

A. COUNTY OF LOS ANGELES AGENCIES
All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
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SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
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B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/FIRM: City of Manhattan Beach	
ADDRESS: 1400 Highland Avenue, 90266	
CONTACT: Juan Price	
TELEPHONE: (310) 802-5310	
FAX: (310) 802-5001	
E-MAIL: jprice@citymb.info	

SERVICE: Sweeping	SERVICE DATES: 2011-present
AGENCY/FIRM: City of Mission Viejo	
ADDRESS: 200 Civic Center, 92691	
CONTACT: Jerry Hill	
TELEPHONE: (949) 470-3085	
FAX: (949) 581-0983	
E-MAIL: jhill@cityofmissionviejo.org	

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/FIRM: City of Monrovia	
ADDRESS: 415 S. Ivy Ave, Monrovia, 91016	
CONTACT: Heather Maloney	
TELEPHONE: 626-932-5577	
FAX: 626-932-5520	
E-MAIL: hmaloney@ci.monrovia.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2008-present
AGENCY/FIRM: City of Monterey Park	
ADDRESS: 320 W. Newmark Ave, 91754	
CONTACT: Elias Saykali	
TELEPHONE: 626-307-1323	
FAX: 626-288-6861	
E-MAIL: esaykali@montereypark.ca.gov	

PROPOSER'S REFERENCE LIST

Arakelian Enterprises, Inc., dba Athens Services

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: Street Sweeping Services

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

A. COUNTY OF LOS ANGELES AGENCIES

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2010-Present
AGENCY/FIRM: City of Newport Beach	
ADDRESS: 3300 Newport Blvd., 92658	
CONTACT: Mark Harmon	
TELEPHONE: 949-644-3055	
FAX: 949-650-3055	
E-MAIL: mharmon@newportbeachca.gov	

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/FIRM: City of Placentia	
ADDRESS: 401E. Chapman Ave., 92870	
CONTACT: Steve Drinovsky	
TELEPHONE: (714) 993-8131	
FAX: 714-528-4640	
E-MAIL: sdrinovsky@placentia.org	

SERVICE: Sweeping	SERVICE DATES: 2010-Present
AGENCY/FIRM: City of Rosemead	
ADDRESS: 8838 E. Valley Blvd, 91770	
CONTACT: Chris Marcarello	
TELEPHONE: 626-569-2118	
FAX: 626-307-9218	
E-MAIL: cmarcarello@cityofrosemead.org	

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/FIRM: City of Pomona	
ADDRESS: 505 South Garey Ave, 91766	
CONTACT: Michael Tafoya	
TELEPHONE: 909-322-7607	
FAX: 626-522-3844	
E-MAIL: michael_tafoya@ci.pomona.ca.u	

PROPOSER'S REFERENCE LIST

Arakelian Enterprises, Inc., dba Athens Services

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: Street Sweeping Services

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

A. COUNTY OF LOS ANGELES AGENCIES

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2009-Present
AGENCY/FIRM: City of San Fernando	
ADDRESS: 117 McNeil St, San Fernando, 91340	
CONTACT: Ron Ruiz	
TELEPHONE: 818-898-1222	
FAX: (818) 361-7631	
E-MAIL: rruiz@sfcity.org	

SERVICE: Sweeping	SERVICE DATES: 2009-present
AGENCY/FIRM: City of San Gabriel	
ADDRESS: 425 S. Mission Dr., 91776	
CONTACT: Steve Preston	
TELEPHONE: 626-308-2802	
FAX: 626-308-2816	
E-MAIL: spreston@sgch.org	

SERVICE: Sweeping	SERVICE DATES: 2001-Present
AGENCY/FIRM: City of San Marino	
ADDRESS: 2200 Huntington Dr, 91108	
CONTACT: Lucy Garcia	
TELEPHONE: 626-300-0700	
FAX: 626-300-0709	
E-MAIL: LGarcia@cityofsanmarino.org	

SERVICE: Sweeping	SERVICE DATES: 2007-present
AGENCY/FIRM: City of Sierra Madre	
ADDRESS: 232 W. Sierra Madre, 91024	
CONTACT: Elaine Aguilar	
TELEPHONE: 626-355-7135	
FAX: 626-355-2251	
E-MAIL: eaguilar@cityofsierramadre.com	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Arakelian Enterprises, Inc., dba Athens Services
Street Sweeping Services
PROPOSED CONTRACT FOR: _____

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
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SERVICE:	SERVICE DATES:
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SERVICE:	SERVICE DATES:
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B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/FIRM: City of South El Monte	
ADDRESS: 1415 N. Santa Anita, 91733	
CONTACT: Anthony Ybarra	
TELEPHONE: (626) 945-9409	
FAX: 626-579-2409	
E-MAIL: aybarra@soelmonte.org	

SERVICE: Sweeping	SERVICE DATES: 1990-present
AGENCY/FIRM: City of South Pasadena	
ADDRESS: 1414 Mission St, 91030	
CONTACT: Sergio Gonzalez	
TELEPHONE: (626) 318-4470	
FAX: 626-403-7211	
E-MAIL: sgonzalez@ci.south-pasadena.ca.us	

SERVICE: Sweeping	SERVICE DATES: 2010-present
AGENCY/FIRM: City of Villa Park	
ADDRESS: 17855 Santiago Blvd, 92861	
CONTACT: Jarad Hillenbrand	
TELEPHONE: 714-998-1500	
FAX: 714-998-1508	
E-MAIL: jhildenbrand@villapark.org	

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



CITY OF NEWPORT BEACH

GENERAL SERVICES DEPARTMENT

Mark Harmon, Director

To Whom It May Concern:

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

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

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

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

Sincerely,

Mark Harmon, Director
General Services Department



City of Villa Park

17855 Santiago Boulevard, Villa Park, California 92861-4187
(714) 998-1500 • Fax: (714) 998-1508

www.villapark.org

To Whom It May Concern:

A few months ago, the City of Villa Park switched over to Athens Services for the City's new street sweeping contract. Immediately within those past few months, the City has been pleased with the high level of service and personal attention that Athens Services has provided.

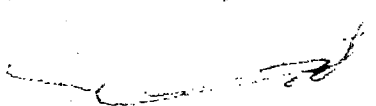
Even the City's residents have called in or stopped by City Hall to express their appreciation of the wonderful job Athens Service has been doing. In the years I have worked at the City of Villa Park, such appreciation from the residents is rare especially for services that most residents would take for granted. This positive resident feedback is a first-hand testimony to Athens' commitment to go above and beyond the minimum requirements.

Furthermore, it is worthy to note that Athens Services consistently follows up with the City to make sure that the City and its residents are satisfied with the street sweeping services. The staff at Athens Services has shown their willingness to accept feedback and to react accordingly.

From the City's perspective, we have been more than satisfied by the level of street sweeping services that Athens Services has provided. I have no reservations in recommending Athens to other local governments for their street sweeping needs.

Sincerely,

CITY OF VILLA PARK


Jarad Hildenbrand
Assistant City Manager / City Clerk

The Canyon City — Gateway to the American Dream



RE: Letter of Recommendation

To Whom It May Concern:

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

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

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

Thank you.

A handwritten signature in black ink, appearing to read 'Tito Haes', written over a horizontal line.

Tito Haes
Public Works Director/Assistant City Manager



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

Public Works Department
Development Services Division
Environmental Services Section

To Whom It May Concern:

Athens Services has been providing street sweeping services since July 1, 2006. During my 19 months with the City of Covina, I have been very satisfied with Athens Services' performance, especially our current Route Supervisor and main contact for street sweeping, Cesar Ortiz.

Cesar is very responsive, communicates well, and provides suggestions to residents' concerns. We've had several occasions where special sweeping was requested and completed with no issues.

It has been a pleasure working with Athens Services and Cesar Ortiz, and I would highly recommend their Street Sweeping Services.

Sincerely,

Linda McClure

Sr. Administrative Technician



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

Public Works Department
Development Services Division
Environmental Services Section

RE: ATHENS SERVICES STREET SWEEPING PERFORMANCE

To Whom It May Concern:

Athens Services was awarded the City of Covina Street Sweeping Contract on July 1, 2006. This past March, we extended the contract for twenty (20) years. Since the inception of the Contract, we have been extremely satisfied with Athens Services performance.

They are extremely responsive to any concerns or requests we have. Throughout the Contract, we have worked closely with the Route Supervisor, Cesar Ortiz, who is always available to address any concerns or problems immediately and the outcome always exceeds our expectations.

It has been a pleasure working with Athens Services these past 5 years and I would highly recommend their Street Sweeping Services.

Please contact me at (626) 384-5482 if you have any questions.

Best regards,

Michele Saint
Management Analyst
Environmental Services Section



OFFICE OF THE CITY MANAGER

CITY OF GLENDORA CITY HALL

(626) 914-8201

116 East Foothill Blvd., Glendora, California 91741

FAX (626) 914-8221

city_manager@ci.glendora.ca.us

To Whom It May Concern:

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

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

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

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

Sincerely,

Chris Jeffers
City Manager

PRIDE OF THE FOOTHILLS



To Whom It May Concern;

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

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

Kwok Tam
Director of Public Works





City of Manhattan Beach

Public Works Department

Phone: (310) 802-5300

FAX: (310) 802-5301

TDD: (310) 546-3501

To Whom It May Concern,

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

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

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

Respectfully *

Juan Price

Maintenance Superintendent

The People are the City

Mayor
JOSEPH V. AGUIRRE

City Administrator
TROY L. BUTZLAFF, ICMA-CM



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

401 East Chapman Avenue - Placentia, California 92870

To Whom It May Concern:

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

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

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

Sincerely,

A handwritten signature in black ink that reads 'Steve Drinovsky'. The signature is written in a cursive style with a large, prominent 'S' at the beginning.

Steve Drinovsky
Director of Public Works
City of Placentia

MAYOR:
GARY TAYLOR

MAYOR PRO TEM:
STEVEN LY

COUNCIL MEMBERS:
SANDRA ARMENTA
MARGARET CLARK
POLLY LOW



City of Rosemead

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

To Whom It May Concern,

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Marcarello', written in a cursive style.

CHRIS MARCARELLO
Director of Public Works
City of Rosemead



Athens Services
15045 Salt Lake Ave
PO BOX 50009
City of Industry CA 91745

To Whom It May Concern:

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

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

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

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

Sincerely,

Bob Bustos
Interim Public Works Director



CITY OF SOUTH PASADENA

Letter of Recommendation
South Pasadena Street Sweeping Program

The City of South Pasadena Public Works Department oversees the Trash Collection and Street Sweeping program. We have been fortunate to work with Cesar Ortiz, Operations Supervisor during the past year for street sweeping services.

The street sweeping service is efficient and provides for special attention to the needs of our citizens. Cesar provides quick and courteous service to resolve customer complaints and requests for service. He understands the unique environment in which we operate and works to promote and support a long-term relationship.

Our relationship with Cesar and his increasing knowledge for conflict resolution and the scheduling of special sweeping operations has been very valuable. We have had no incident that has been too difficult to manage or resolve.

Sincerely,

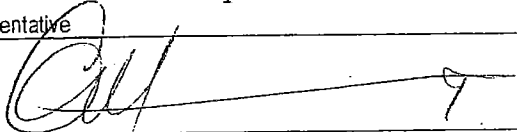
Diana Harder
Public Works Assistant

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Arakelian Enterprises, Inc., dba Athens Services <small>Proposer's Name</small>
PO Box 60009, Industry, CA 91716 <small>Address</small>
95-4313271 <small>Internal Revenue Service Employer Identification Number</small>

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.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> 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.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Arakelian Enterprises, Inc., dba Athens Services <small>Proposer</small>	
Gary M. Clifford, Chief Operating Officer <small>Authorized representative</small>	
 <small>Signature</small>	7/12/12 <small>Date</small>

LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
None			

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

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

FIRM NAME: Arakelian Enterprises, Inc., dba Athens Services

My County (WebVen) Vendor Number: 00239801

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

- As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is a copy of Local SBE certification issued by the County.

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

Business Structure: Sole Proprietorship Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 965

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	1
Hispanic/Latino			12	1	768	84
Asian or Pacific Islander			1	2	2	10
American Indian						
Filipino					1	3
White	5	1	19	0	38	75

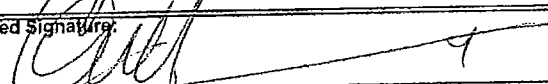
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:  Title: Chief Operating Officer Date: 7/12/12

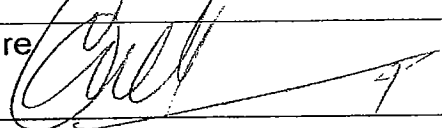
GAIN and GROW EMPLOYMENT COMMITMENT

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 Gary M. Clifford Chief Operating Officer
Firm Name Arakelian Enterprises, Inc., dba Athens Services	Date 7/12/12

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:	Date of Request:
Project Title:	Project No.:

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

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

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

_____ (Name) _____ (Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____	

Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Arakelian Enterprises, Inc., dba Athens Services

Company Name

PO Box 60009, Industry, CA 91716

Address

95-4313271

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(X)

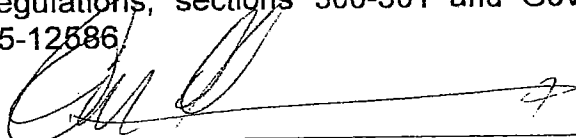
()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()



7/12/12

Signature

Date

Gary M. Clifford, Chief Operating Officer

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

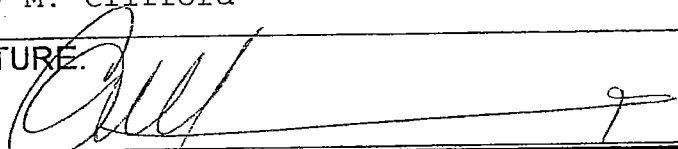
COMPANY NAME: Arakelian Enterprises, Inc., dba Athens Services		
COMPANY ADDRESS: PO Box 60009		
CITY: Industry	STATE: CA	ZIP CODE: 91716

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: Gary M. Clifford	TITLE: Chief Operating Officer
SIGNATURE: 	DATE: 7/1/12

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

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

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

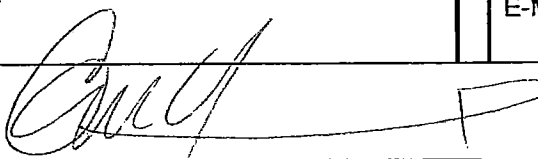
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination 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 

DATE: 7/12/12

Gary M. Clifford, Chief Operating Officer

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Arakelian Enterprises, Inc., dba Athens Services

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

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

A. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)

2. Name of Litigation/Judgment: Edixon Franco v. Athens Services

3. Case Number: BC 36901

4. Court of Jurisdiction: LA Superior Court

5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):
Plaintiff Edixon Francho, a former driver of the company filed a complaint on 4/9/2007 alleging failure to provide meal periods and rest periods failure to pay overtime, and for Private Attorney General Act and Labor Code Section 203 penalties. Franco is seeking to represent a class of drivers. The Company is seeking to have the case arbitrated. The Company denies the claim.

B. Pending Litigation Threatened Litigation Judgment (check one)

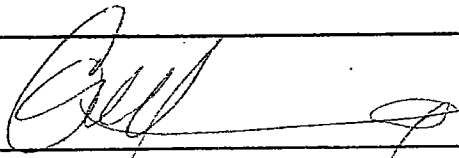
1. Against Proposer; Principal; Both (check as appropriate)

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: 
Gary M. Clifford

Date: 7/2/12

STREET SWEEPING SERVICES (2012-PA028)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

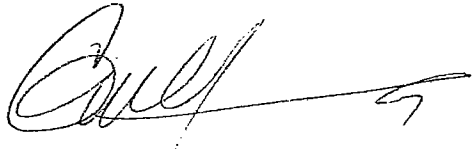
Arakelian Enterprises, Inc., dba Athens Services

Proposer's Name
PO Box 60009, Industry, CA 91716

Address

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

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

Signature of Proposer:  Date: 7/12/12
Gary M. Clifford, Chief Operating Officer

**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**

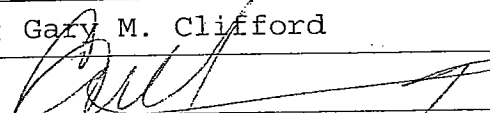
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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: Gary M. Clifford	Title: Chief Operating Officer
Signature: 	Date: 7/12/12

**STATEMENT OF EQUIPMENT FORM FOR
STREET SWEEPING SERVICES (2012-PA028)
AREA: ROWLAND HEIGHTS
(Must use one sheet per Area)**

PROPOSER'S NAME: Arakelian Enterprises, Inc., dba Athens Services
ADDRESS: PO Box 60009, Industry, CA 91716
TELEPHONE: 626-336-3636

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT 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)
Regenerative air swpr	Tymco BAH	600	2011	1FVAC4DX8BAX4496	YES
Regenerative air swpr.	Tymco BAH	600	2007	1FVAB6BV17DX20151	YES

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

**STATEMENT OF EQUIPMENT FORM FOR
STREET SWEEPING SERVICES (2012-PA028)
AREA: ROAD DISTRICT 419/519
(Must use one sheet per Area)**

PROPOSER'S NAME: Arakelian Enterprises, Inc., dba Athens Services
ADDRESS: PO Box 60009, Industry, CA 91716
TELEPHONE: 626-336-3636

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT 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 HAS A TAIL BROOM AND TWO GUTTER BROOMS ¹ (YES/NO)	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO) ²
Regenerative Air Swpr	Tymco BAH	600	2011	1FVAC4DX6BHAX4495	NO	YES
Regenerative Air Swpr	Tymco BAH	600	2011	1FVAC4DX5CHBP9708	NO	YES
Regenerative Air Swpr	Tymco BAH	600	2007	1FVAB6BV96DV11643	NO	YES

¹ If your answer is **NO**, your proposal may be rejected as non-responsive.
² If your answer is **NO**, your proposal may be rejected as non-responsive.
 **** As per Mandatory, Tail broom not required **

**STREET SWEEPING SERVICES (2012-PA028)
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

PROPOSER MUST CHECK A BOX

At the time of proposal submission, Proposer must meet the following minimum requirement:

- Proposer or its managing employee must have a minimum of 3 years experience performing street sweeping services.

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

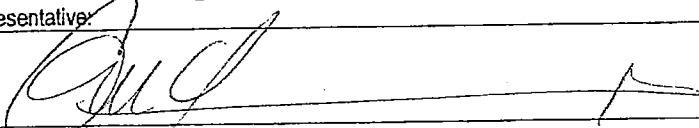
Proposing Entity	Years of Experience	Details
Athens Services	25	Our first street sweeping contract was the City of Temple City in 1987 and we still have the contract today.

Or

Managing Employee	Years of Experience	Details

No. Proposer does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as nonresponsive.**

I declare under penalty of perjury that the above information is true and accurate.

Arakelian Enterprises, Inc., dba Athens Services	
Proposer's Name:	
PO Box 60009, Industry, CA 91716	
Address:	
Gary M. Clifford, Chief Operating Officer	
Authorized representative:	
Signature: 	Date: 7/12/12

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.20 Definitions.

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

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief executive officer, but in no event less than 35 hours worked per week.

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

2.201.30 Prospective effect.

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

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation

of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.70 Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's

other employees. (Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers,

directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 § 1, 1999; Ordinance No. 99-0048 § 1 (part), 1999.)

2.201.100 **Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 § 1 (part), 1999.)

~~*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.~~

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: Arakelian Enterprises, Inc., dba Athens Services			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:		Email Address:
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

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

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

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program. (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

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

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

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

- Monthly Quarterly Bi-Annual
- Annually Other (Specify): _____

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

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.

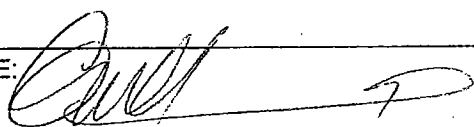
- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing 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 than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): 1) Health Net Salud Y Mas HMO 2) Health Net Silver HMO

Company Insurance Group Number: 1) L6755A 2) R1264A

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Arakelian Enterprises, Inc., dba Athens Services	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: 	DATE: 7.12.12
PLEASE PRINT NAME: GARY M. CLIFFORD	TITLE OR POSITION: CHIEF OPERATING OFFICER

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

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

LIVING WAGE ORDINANCE:

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

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

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

LABOR LAW/PAYROLL VIOLATIONS :

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

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

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

Owner's/Agent's Authorized Signature

Gary M. Clifford, Chief Operating

Print Name and Title Officer

Arakelian Enterprises, Inc., dba Athens Services

7/12/12

Print Name of Firm

Date

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

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

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

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

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

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

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Arakelian Enterprises, Inc., dba Athens Services

Name of Proposer's Health Plan: Health Net (PPO/Silver/Salud) Date: 7/12/12

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 1 dependent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 2 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Employee + 3 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	259.08	
Employee + 1 dependent	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 577.02	
Employee + 2 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 577.02	
Employee + 3 dependents	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 764.28	
Any Annual Deductible?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$15 Co Pay
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 1500.00	
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$ 4500.00	
Any Lifetime Maximum?			
Per Person	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Per Family	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Ambulance coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Doctor's Office Visits	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Emergency Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$100 Co Pay
Home Health Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Hospice Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Hospital Care	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Immunizations	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Maternity	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Mental Health	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	

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

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Physical Therapy	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Prescription Drugs	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	\$5/\$15/\$35
Routine Eye Examinations	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	No deductible
Skilled Nursing Facility	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
Surgery	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	
X-Ray and Laboratory	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	\$	

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after 90 days of employment.
- Is defined as an employee who is employed more than hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

*** Please also see SECTION TWELVE **** INSTRUCTIONS ** More details in Section Twelve *****

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.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>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?</p> <p>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?</p>	<p>1.1 Kronos Automated Timekeeping System</p> <p>1.2 Central site</p> <p>1.3 Punch in at assigned start time at central site</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>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?</p>	<p>2. Automated Kronos computerised check in System / Time Cards</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 The KRONOS system allows us to print a variety of reports concerning all employees actual work periods.</p> <p>3.2 Same as 3.1</p> <p>3.3 Records are maintained on a daily and weekly basis.</p> <p>3.4 Records are created by the Operation Management staff and by the payroll department.</p> <p>3.5 Records are verified weekly by the Accounting Manager, General Manager and the VP of Finance for accuracy and adherence to State and Federal Labor laws.</p> <p>3.6 Records are stored in weekly periods and kept here at the central location and also at the Iron Mountain Storage facility.</p> <p>3.7 The KRONOS timekeeping records are used in conjunction with the Infinium AS400 Payroll System to process are weekly payroll.</p> <p>3.8 Please see next page.</p>

4/29
12:42:50

Athens Services

██████████

20

Options: 1=Select

2=Delete

3=Breakdown

47217

4/27/

Day	Date	Code	Rate	Rate	Rate	Rate	Rate
MON	4/22/	430A	J	3800	10.00	2.00PS	
TUE	4/22/	430A	U	1150	3.25	2.00PS	
WED	4/23/	430A	U	12300	36.90	2.00PS	
THU	4/24/	430A	U	1000	8.00	2.00PS	
FRI	4/25/	430A	J	1300	8.50	2.00PS	
SAT	4/26/	500A	J	915A	4.25	2.00PS	

Bottom

F3=Exit
F11=Charge

F6=Add
F12=Cancel

F8=Adjust
F13=Actual

F9=Previous
F14=Defaults

F10=Next
F15=Print

F16=Audit

SAMPLE
COMPUTER
PAYROLL
RECORD

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

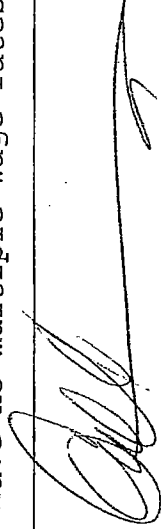
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>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).</u></p>	<p>6.1 We use an in-house payroll processing program called Infinum and our timekeeping we us the KRONOS system.</p> <p>6.2 Weekly, Automated checks</p> <p>6.3 Single checks</p> <p>6.4 Types of income (Reg, OT, Vac, Holiday etc..) and all deductions.</p> <p>6.5 Copy attached after last page of form LW-9.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>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.</p> <p>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?</p>	<p>7.1 and 7.2 None of this applies to Athens Services.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>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.</p> <p>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?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 Time data from the confirmed Kronos time reports are automatically uploaded in the Infinium Payroll System. The only manual entries entered are for current or previous week adjustments, i.e., missing hours, vacation pay, and bonus pay.</p> <p>8.2 N/A</p> <p>8.3 The calculations are embedded in the software. Infinium notifies the IT Manager of any upcoming changes.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>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.</p> <p>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.</p>	<p>9.1 Travel time is not treated differently than work time.</p> <p>9.2 No multiple wage rates</p> <p>9.3 .a Athens wage rates exceed the County's Living wage rates. No multiple wage rates</p> <p>9.3.b Athens wage rates exceed the County's living wage rates. No multiple wage rates</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 Overtime is calculated by the regular rate multiplied by 1.5 to get the overtime rate. The overtime hours are then multiplied by the overtime rate in order to get the overtime wages.</p> <p>10.2 We have no multiple wage rates.</p>

DATED: 7/12/12

PROPOSER'S SIGNATURE:



Gary M. Clifford

iSeries Timekeeper: Adnens Services
TOTAL HOURS REPORT
2/21/11 THRU 2/21/11
EMPLOYEE SUMMARY

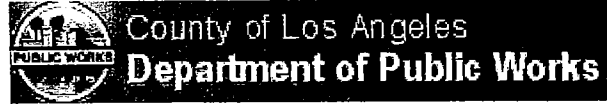
DEPT	EMP NO.	EMPLOYEE NAME	OT HRS	SUN	MON	TUE	WED	THUR	FRI	SAT	TOTAL HRS	HOURS PAID
DRVR AUTO - RT 070	[REDACTED]	[REDACTED]	12.25		9.50	10.25	10.50	10.75	11.25		52.25	52.25
DRVR AUTO - RT 071	[REDACTED]	Go	12.25		9.50	10.25	10.50	10.75	11.25		52.25	52.50
DRVR AUTO - RT 072	[REDACTED]	[REDACTED] isco	9.75		10.00	10.25	7.75	10.75	11.00		49.75	49.75
DRVR AUTO - RT 077	[REDACTED]	[REDACTED] acio	7.00		9.75	10.00	10.25	5.75	11.25		47.00	47.00
DRVR AUTO - RT 078	[REDACTED]	[REDACTED] se L.	9.75		10.00	10.25	7.75	10.25	11.50		49.75	49.75
DRVR AUTO - RT 090	[REDACTED]	[REDACTED] isco	11.00		10.00	11.00	9.50	10.00	10.50		51.00	51.00
DRVR AUTO - RT 091	[REDACTED]	[REDACTED] C.	12.25		10.00	11.00	9.50	11.00	10.75		52.25	52.25
DRVR AUTO - RT 092	[REDACTED]	[REDACTED] Guadalupe	6.75		10.00	11.00	6.25	10.25	9.25		46.75	46.75
DRVR AUTO - RT 100	1890	[REDACTED]	12.50		10.75	10.50	10.25	10.25	10.75		52.50	52.50
DRVR AUTO - RT 101	240	[REDACTED] Cabriel	14.50		11.50	10.25	11.00	11.00	10.75		54.50	54.50
DRVR AUTO - RT 103	240	[REDACTED] Martin C.	14.75		11.25	10.50	6.00	10.25	10.75	6.00	54.75	54.75
			14.75		11.25	10.50	6.00	10.25	10.75	6.00	54.75	54.75



Section Fourteen

Subcontractor's Proposer's Forms List

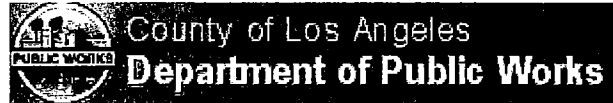
As mentioned earlier, Athens Services will not be using any subcontractors.



Section Fifteen

Living Wage Ordinance – Application for Exemption

Athens Services provides employees a generous health plan and competitive wage that exceeds the Living Wage by 30%. Athens Services is not seeking an Application for Exemption.



Section Sixteen

Additional Information

Included in this section is:

- (1) A printout of some of the pages of our Website, www.AthensServices.Com which contains significant information regarding our experience, our customers, and our ability to provide high quality service to the County under this agreement.
- (2) A copy of the e-mail and attachments sent to all employees regarding Safe Surrender.

Tommy Ouzoonian

From: Tommy Ouzoonian
Sent: Tuesday, July 03, 2012 2:01 PM
To: Everyone (Athens)
Subject: Safe Surrender Information
Attachments: SSB_Eng_Brochure082409.pdf; SSB_Span_Brochure082409.pdf

To comply with our contracts with Los Angeles County, please share the attached files regarding Safe Surrender with your staff.

Thank you.

Tommy Ouzoonian
Sales and Marketing Department

Athens Services
Box 60009
City of Industry, CA 91716
(888) 336-6100 Extension #2664
Fax (626) 513-0988
WWW.AthensServices.Com



Consider the environment. Please don't print this e-mail unless really needed.

This email message is for the sole use of the intended recipients and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.



(888) 336 - 6100

HOME	ABOUT US	ABOUT MY CITY	PAY MY BILL	BULKY ITEM ORDER FORM	ROLL-OFF ORDER FORM	TAKE THE SURVEY
MATERIAL RECOVERY FACILITY	HAZARDOUS WASTE	SHARPS DISPOSAL	YARD WASTE	ELECTRONIC WASTE	FOODWASTE	
RESIDENTIAL SERVICES	COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE		
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		

Please click here for information regarding AB341!

Welcome to Athens Services!

Please select one of the service tabs above or click on a "Quick-Link" below!

Contact



Us!

Request a Commercial



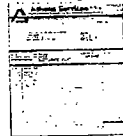
Pricing Proposal!

Order a Roll-Off Box



or Temporary Bin!

Sign up for



Paperless Billing!

Go To



My City!

Click Here to watch



the 5-minute video!

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HOME	ABOUT US	ABOUT MY CITY	PAY MY BILL	BULKY ITEM ORDER FORM	ROLL-OFF ORDER FORM	TAKE THE SURVEY
MATERIAL RECOVERY FACILITY		HAZARDOUS WASTE	SHARPS DISPOSAL	YARD WASTE	ELECTRONIC WASTE	FOODWASTE
RESIDENTIAL SERVICES		COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE	
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		



About Us

Athens Services has been providing waste collection and recycling services in Southern California for over 50 years. We are family-owned and operated, offering a variety of State-of-the-Art services, including automated waste and recycling collection, greenwaste recycling programs, organics waste composting, special waste transportation, transfer and materials recovery, storage box rentals, and street and parking lot sweeping services in many areas of Southern California.

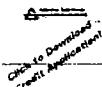
We currently have long term waste collection and recycling service agreements with the following communities:

Altadena	Azusa	Covina	Bell Gardens	Glendora
Irwindale	Monrovia	Montebello	Monterey Park	Palos Verdes Estates
Redondo Beach	Riverside	San Gabriel	San Marino	Sierra Madre
South El Monte	South Pasadena	Temple City	West Covina	West Hollywood

We currently have long term street sweeping service agreements with the following communities:

Azusa	Agoura Hills	Covina	Glendora	Hermosa Beach
Irwindale	Manhattan Beach	Monrovia	Mission Viejo	Monterey Park
Newport Beach	Placentia	Pomona	Rosemead	Rowland Hts.
San Fernando	San Gabriel	San Marino	Sierra Madre	South El Monte
South Pasadena	Temple City	Villa Park		

Click below to Download a Credit Application!



In order to continue to provide excellent *localized* service, we have operational centers in the City of Industry, Sun Valley, Irwindale, Montebello, Riverside, and other locations now under construction. You are always welcome to visit our modern facilities and to experience, first hand, our commitment to excellence. We are fully insured and have dedicated field account representatives to ensure your continued satisfaction.

Athens *gives back* to the communities we serve through supporting local organizations, events, and projects. We also service many local schools at highly discounted rates.

At Athens Services we strive to maintain an attitude of total customer satisfaction. In order to achieve this goal, the entire organization has been structured into customer-driven business entities where quality of service is an obsession. At all levels, the company believes that the best way to accomplish quality and productivity is through empowering people. With such high expectations of quality service, Athens strives to maintain a motivating climate, furnishes the necessary resources, and makes sure that high quality job performance pays off.

Customer Service

Athens is committed to proactive, high quality service. From our cellular phone-dispatched Account Managers to our in-house, service-oriented staff, we respond quickly to your needs and requirements. We are able to translate over 175 languages!

→ **CONTACT CUSTOMER SERVICE**

Recycling

As the largest recycler in Los Angeles County, Athens is committed to helping your community meet its disposal needs through improved waste management.

Whether it's residential or commercial recycling services, Athens has the expertise to meet your needs.

→ **ASK A RECYCLING QUESTION**

Safety

The safety and welfare of our employees and the citizens of the communities we serve are vitally important to Athens. In fact, employee and citizen safety is our first priority. In addition to maintaining safe, reliable equipment, all employees receive thorough, continuous on-the-job safety training.

Planning for safety and health is an important part of each department manager's job. Athens' corporate philosophy dictates that safety and health be a part of every business decision including purchasing, engineering, changes in work processes, and planning for potential emergencies.

Training is a very important element of such a program. This aspect of our program brings new ideas into the workplace, re-emphasizes safe practices, and helps to put other elements of our total safety program into action.

Athens commitment for ensuring that employees comply with safety and healthy work practices are discussed during the safety orientation and throughout the year at weekly meetings. Our employees benefit from safety and health training through fewer work-related injuries and illnesses, reduced stress and worry caused by exposure to hazards.

Community Involvement

Since the beginning, we have given back to the local communities we serve through supporting local service organizations, events, and projects.

Athens' mini-trash-truck is a favorite with children at parades and festivals throughout the San Gabriel Valley. The mini-truck, "Mighty Mike," in conjunction with the Company's recycling display and information booth, help residents and businesses to recognize ways to help improve our environment.

→ **SEE A PHOTO OF MIGHTY MIKE**

Commercial Refuse Removal

From small businesses to the largest chain stores, Athens speaks the language of business.

As the largest commercial and industrial trash and recycling provider in Los Angeles County, Athens provides services that will **exceed** your expectations. Athens provides services in most areas of Los Angeles County and also the City of Riverside.

→ **CONTACT THE SALES DEPARTMENT FOR A PROPOSAL**

Residential Services

Athens sets the standard for quality residential service. We provide a multitude of service types, from curbside pickup to custom back yard service.

Click on the link above for basic residential information. If you require further details, click on the link below.

→ **CONTACT THE CUSTOMER SERVICE DEPARTMENT**

Materials Recovery Facility (MRF)

Tons of recyclable materials are extracted annually to meet AB939 recycling goals and delivered to post-consumer markets.

Click on the link to learn more about our state-of-the-art facility located in the City of Industry.

Temporary Services

Athens Services meets the needs of its customers everyday with dependable, low cost temporary rubbish containers, roll-off boxes, and storage containers. If you'd like to order a roll-off, please click [here!](#)

Whether it's residential or commercial recycling services, Athens has the expertise to meet your needs.

→ **ORDER TEMPORARY SERVICE**

Street and Parking Lot Sweeping

Miles of city streets and commercial properties are swept clean each week by Athens employees.

If you are a commercial business looking for Compost, please [click here!](#)

Hazardous Waste

To avoid an interruption of your service, please do not place hazardous materials into your trash. Most paints, pesticides, and petroleum derivatives such as motor oil and solvents are considered hazardous wastes. Additionally, electronic waste such as fluorescent tubes, all batteries, televisions, computer monitors, and other items containing mercury are no longer allowed in your trash. Tires are also not allowed in the trash. State and Federal laws require special handling for these wastes and there are periodic L.A. County Hazardous Waste Roundups and Used Oil Collection Centers for proper disposal of hazardous materials. For more details, please call the HAZWASTE HOTLINE at (888) CLEAN-LA. **hazardous waste is identified, it will be tagged and not collected.**

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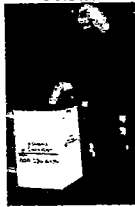
HOME	ABOUT US	ABOUT MY CITY	PAY MY BILL	BULKY ITEM ORDER FORM	ROLL-OFF ORDER FORM	TAKE THE SURVEY
MATERIAL RECOVERY FACILITY	HAZARDOUS WASTE	SHARPS DISPOSAL	YARD WASTE	ELECTRONIC WASTE	FOODWASTE	
RESIDENTIAL SERVICES	COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE		
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		



About My City

Please click on your City's name for downloadable information about your services!

To place an order for event boxes and liners, please click on the picture below!



- Altadena
- Azusa
- Bell Gardens
- Commerce
- Covina
- Glendora
- Inwindale
- La Canada Flintridge
- Los Angeles - City of
- Los Angeles - Unincorporated Areas
- Mission Viejo
- Monrovia
- Montebello
- Monterey Park
- Palos Verdes Estates

- Pasadena
- Placentia
- Pomona
- Redondo Beach
- Riverside
- Rosemead
- San Fernando
- San Gabriel
- San Marino
- Sierra Madre
- South El Monte
- South Pasadena
- Temple City
- Villa Park
- West Covina
- West Hollywood

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Street and Parking Lot Sweeping, Pressure Washing, & Porter Services



- Full Service Sweeping
- Lowest Rates
- Seven Day Service Available
- State-of-the-Art Sweepers
- Fully Committed to Safety












- Large or Small Properties
- Commercial Businesses
- Homeowner Associations
- Apartment Buildings
- Parking Structures
- Industrial Complexes

→ CONTACT THE SALES DEPARTMENT FOR A LOW-COST PROPOSAL



Official Street Sweeping Contractor for:

 Agoura Hills	 Azusa	 Covina	 Glendora	 Hermosa Beach	 Irwindale
 Monrovia	 Monterey Park	 Newport Beach	 Placentia	 Pomona	 Rosemead

 Manhattan Beach	 Mission Viejo	 Manhattan Beach	 Mission Viejo	 San Fernando	 San Gabriel
 Sierra Madre	 South El Monte	 South Pasadena	 Temple City	 Villa Park	

Service areas include most of Southern California, Including San Diego

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RESIDENTIAL SERVICES	COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE		
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		



Material Recovery Facility

Our processing facility is located in unincorporated Basset near the City of Industry. The facility is a computer controlled, state-of-the-art plant designed specifically for the processing of municipal solid waste. Please see the storyboard below for details on how it operates.

Additionally, you can click here for downloadable information about the materials we recover from the waste stream!



The Athens Material Recovery facility is a computer controlled, state-of-the-art plant designed specifically for the processing of municipal solid waste.



Trash collected by Athens Services trucks from many cities in Los Angeles County is deposited onto the Tipping floor.



The materials are moved with heavy equipment onto the walking floors toward the processing equipment.



Utilizing a combination of machinery and human resources, recyclables are removed from the waste stream.



Besides providing a valued and needed service to the community, Athens Services is also one of the largest employers in the San Gabriel Valley.



Once sorted, recyclable materials are moved via conveyor to the baler.



There are more than 3 dozen commodities that the Athens facility removes from the waste stream. Most recently, Athens added the ability to recycle soiled carpeting and padding.

Once baled, materials are shipped to foreign and domestic markets. Because of our efficient, proprietary technology, Athens materials are in great demand throughout the world.

Additionally, Athens has a separate building for processing of construction and demolition debris, as well as other large loads of bulky recyclable materials, such as cardboard.



This part of the facility allows us to more economically retrieve recyclables, especially construction materials, from the waste stream.

In addition to recycling, the facility is also a transfer station. Trash is packed into our fleet of tractors and trailers for transfer of residual materials.

Trailers are efficiently top-loaded in the MRF transfer tunnel, after which the loads are covered and transported by Athens drivers to area landfills for disposal.

 <p>AMERICAN ORGANICS (760) 246-7542</p> <p>www.americanorganics.com</p> <p>Welcome To American Organics!</p>	<p>If you are a commercial business looking for Compost, please click here!</p>
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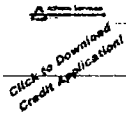
(888) 336-6100

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RESIDENTIAL SERVICES	COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE		
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		



Commercial and Industrial Services

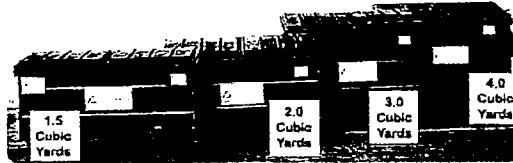
Click below to Download a Credit Application!



- Over 50 Years of Reliable Rubbish Removal and Recycling Service
- Exclusive Contractor to 17 Cities
- Fully Insured and Committed to Safety
- Modern, State-of-the-Art, Nextel Dispatched Trucks
- Nextel Dispatched Account Managers
- Devoted to Supporting the Communities We Service



Athens experienced staff will custom-design a program to meet your business needs.

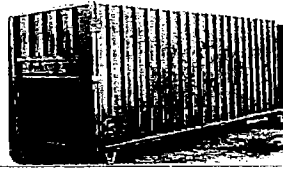


Front-Load Trash Bin (Dumpster) Services

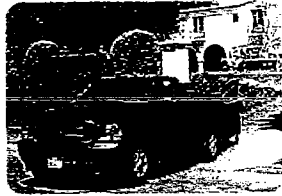
- CONTACT THE SALES DEPARTMENT FOR A PROPOSAL
- MINIMUM SERVICE LEVELS REQUIRED FOR APTS. & BUSINESSES
- BIN AND ROLL-OFF DIMENSIONS
- TRASH BIN ENCLOSURE DIMENSIONS
- DOWNLOAD THE RULES AND REGULATIONS
- ORDER A ROLL-OFF BOX



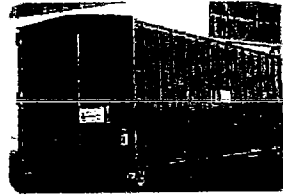
Roll-Off Box (Construction Debris) Service



Trash Compaction Equipment Sales and Service



Customized Trash Collection and Recycling Services



Storage Box Rental Services

	<p>If you are a commercial business or a contractor that requires Hazardous or Special Waste transportation services, please click on the logo below and select COMMERCIAL SERVICE!</p>
--	---

	<p>If you are a commercial business looking for Compost, please click here!</p>
--	--

Hazardous Waste

To avoid an interruption of your service, please do not place hazardous materials into your trash. Most paints, pesticides, and petroleum derivatives such as motor oil and solvents are considered hazardous wastes. Additionally, electronic waste such as fluorescent tubes, all batteries, televisions, computer monitors, and other items containing mercury are no longer allowed in your trash. Tires are also not allowed in the trash. State and Federal laws require special handling for these wastes and there are periodic L.A. County Hazardous Waste Roundups and Used Oil Collection Centers for proper disposal of hazardous materials. For more details, please call the HAZWASTE HOTLINE at (888) CLEAN-LA. If hazardous waste is identified, it will be tagged and not collected.

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HOME	ABOUT US	ABOUT MY CITY	PAY MY BILL	BULKY ITEM ORDER FORM	ROLL-OFF ORDER FORM	TAKE THE SURVEY
MATERIAL RECOVERY FACILITY	HAZARDOUS WASTE	SHARPS DISPOSAL	YARD WASTE	ELECTRONIC WASTE	FOODWASTE	
RESIDENTIAL SERVICES	COMMERCIAL SERVICES	SWEEPING SERVICES	C & D SERVICES	SPECIAL WASTE		
CONTACT US	CAREERS	SAMPLE INVOICE	PRIVACY	COMMUNITY SUPPORT		



Contractor C & D Services

We are your Construction and Demolition Experts!

Need to order a Roll-Off Box?

Please click on the Truck!



- 50 Years of Reliable Low Cost Service
- Same Day Service Available
- Fully Insured and Committed to Safety
- Modern, State-of-the-Art, Nextel Dispatched Trucks
- End Dump Service
- Equipment Storage Boxes and Temporary Bins Available



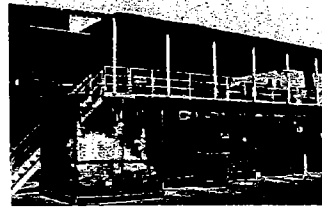
Click below to Download a Credit Application!



→ We have TWO C & D Processing Facilities, including the one ranked **HIGHEST** for diversion by the City of Los Angeles



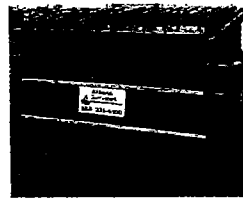
No Project Too Large



Full Service Recycling & Reporting



Storage Box Rental Services



Temporary Bins

- CONTACT THE SALES DEPARTMENT FOR A PROPOSAL
- MINIMUM SERVICE LEVELS REQUIRED FOR APTS. & BUSINESSES
- BIN AND ROLL-OFF DIMENSIONS
- TRASH BIN ENCLOSURE DIMENSIONS
- DOWNLOAD THE RULES AND REGULATIONS
- ORDER A ROLL-OFF BOX

	<p>If you are a commercial business or a contractor that requires Hazardous or Special Waste transportation services, please click on the logo to the left and select COMMERCIAL SERVICE!</p>
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Hazardous Waste

To avoid an interruption of your service, please do not place hazardous materials into your trash. Most paints, pesticides, and petroleum derivatives such as motor oil and solvents are considered hazardous wastes. Additionally, electronic waste such as fluorescent tubes, all batteries, televisions, computer monitors, and other items containing mercury are no longer allowed in your trash. Tires are also not allowed in the trash. State and Federal laws require special handling for these wastes and there are periodic L.A. County Hazardous Waste Roundups and Used Oil Collection Centers for proper disposal of hazardous materials. For more details, please call the HAZWASTE HOTLINE at (888) CLEAN-LA. If hazardous waste is identified, it will be tagged and not collected.

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Good Neighbor, Good Friend, Good Partner

We at Athens Services value our reputation as a responsible corporate citizen, caring employer and conscientious neighbor. It is important for us to sustain a relationship with the communities in which our employees, clients and customers reside. Through our participation in charitable causes, we have gained valuable insight into the needs and concerns of the communities we service.

In addition, Athens provides waste management and recycling services to over 300 local schools and other charitable organizations on a daily basis at a reduced rate. This is just one example of Athens' outreach efforts in the Southern California area.

The following are just a few of the many organizations we help support:

<i>Adopt-a-Park</i>	<i>Covina Area Youth Baseball</i>	<i>Mexican American Opportunity Foundation</i>	<i>San Gabriel Mission</i>
<i>American Cancer Society</i>	<i>D.A.R.E.</i>	<i>Miss Covina Scholarship Pageant</i>	<i>San Gabriel Sea Gulls Swim Team</i>
<i>American Heart Association</i>	<i>Dvorskaya Celebration of Learning</i>	<i>Monrovia Days</i>	<i>San Marino Library</i>
<i>America Recycles Kids Day</i>	<i>Gang Diversion Task Forces</i>	<i>Montebello Puerto Rican Festival</i>	<i>S. Pasadena Little League</i>
<i>American Red Cross</i>	<i>Girl Scouts</i>	<i>Monterey Park Chinese New Year</i>	<i>Sierra Madre Community Nursery School</i>
<i>American Youth Soccer Association</i>	<i>Great Glendora Festival</i>	<i>Monterey Park Library Foundation</i>	<i>Soroptimists</i>
<i>Arusa Canyon Task Force</i>	<i>Irwindale Educational Foundation</i>	<i>Mt. San Antonio College</i>	<i>South El Monte National Little League</i>
<i>Arusa Pacific University</i>	<i>Keep Riverside Clean & Beautiful</i>	<i>Muscular Dystrophy Association</i>	<i>Southwest Voter Registration Education Project</i>
<i>Bailey Canyon Park Clean-Up</i>	<i>Kiwanis</i>	<i>NAACP</i>	<i>Temple City American Little League</i>

<i>Bluesapalooza Festival</i>	<i>La Canada Flintridge Educational Foundation</i>	<i>National Kids Day</i>	<i>Temple City Camellia Festival</i>
<i>Boy Scouts of America</i>	<i>Lantern Festival of Monterey Park</i>	<i>Operation Santa Clothes</i>	<i>Tournament of Roses Association</i>
<i>Bowling for the Blind</i>	<i>Lincoln Training Center</i>	<i>Pasadena Humane Society</i>	<i>West Covina Rose Parade Float</i>
<i>Boys & Girls Clubs</i>	<i>Lions Clubs</i>	<i>Police National Night Out</i>	<i>West Covina Youth Pony Baseball</i>
<i>California Street Hockey Association</i>	<i>Los Angeles County Sheriffs Departments</i>	<i>Pomona Chamber of Commerce Silent Auction</i>	<i>West Hollywood Book Fair</i>
<i>CCCA Golf</i>	<i>MELA Center</i>	<i>Rotary Clubs</i>	<i>YMCA</i>
<i>Cherry Blossom Festival</i>	<i>MERCI</i>	<i>Salesian Family Youth Center</i>	<i>YWCA</i>

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Bid Information

Bid Number : PW-ASD862
Bid Title : STREET SWEEPING SERVICES - ROWLAND HEIGHTS & RD 119/519
Bid Type : Service
Department : Public Works
Commodity : STREET SWEEPING SERVICES
Open Date : 6/13/2012
Closing Date : 6/28/2012 9:00 AM
Notice of Intent to Award : [View Detail](#)
Bid Amount : \$ 370,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Street Sweeping Services (2012-PA028) in Rowland Heights and Road District 119/519. The total annual contract amount is estimated to be \$320,000 for Rowland Heights and \$370,000 for Road District 119/519. 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 Mr. Andres Campaz at (626) 458 4072 or acampaz@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 both areas. Proposers may submit one proposal package for both areas, however, Work Plan/Staffing Plan must be customized for each area.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

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

A Proposers' Conference will be held on Thursday, June 28, 2012, 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 CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, July 12, 2012, at 5:30 p.m. Please direct your questions to Mr. Campaz at (626) 458-4072.

Contact Name : Andres Campaz
Contact Phone# : (626) 458-4072
Contact Email : acampaz@dpw.lacounty.gov
Last Changed On : 6/14/2012 7:14:19 AM

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