

# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331

http://dpw.lacounty.gov

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

February 02, 2016

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

20 February 2, 2016

ACTING EXECUTIVE OFFICER

AWARD SERVICES CONTRACT FOR MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES – SOUTH COUNTY (ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

#### **SUBJECT**

This action is to award a services contract for the Maintenance Program for Nonadvertising Bus Stop Amenities within the unincorporated South County area.

#### 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 this service can be more economically performed by an independent contractor than by County employees.
- 3. Award the services contract for the Maintenance Program for Nonadvertising Bus Stop Amenities South County in the annual sum of \$900,044 to Shelter Clean Services, Inc., and direct the Chair to execute the contract. This contract will be for a period of 1 year commencing upon Board's approval with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with a maximum potential contract sum of \$4,950,242.
- 4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, to adjust the annual contract sum for each option year over the

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term of the contract to allow for fuel cost adjustments in accordance with the terms of the contract, if applicable.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option and extension periods if, in the opinion of the Director of Public Works or her designee, Shelter Clean Services, Inc., has successfully performed during the previous contract period and the services are still required; 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 to do so.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide a services contract for the Maintenance Program for Nonadvertising Bus Stop Amenities – South County within the unincorporated South County area. The work to be performed will consist of routine cleaning and emptying of trash receptacles, emergency cleaning, and repair; maintenance of bus stop shelters and appurtenances, bus benches, trash receptacles, and solar light poles; and concrete foundations located at designated transit stops. The Department of Public Works has contracted for this service since 2003.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (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.

The annual contract sum is \$900,044 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract and fuel cost adjustments in accordance with the contract with a maximum potential contract sum of \$4,950,242. This amount is based on Public Works' estimated monthly requirements for the service at the unit prices quoted by the contractor.

Public Works successfully negotiated with the contractor to reduce their total annual price from \$958,162 to \$900,044 for an estimated annual savings of \$58,118 without adding extension years or reducing service.

Funding for this service is included in the Transit Enterprise Fund Fiscal Year 2015-16 Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Shelter Clean Services, Inc., located in Valley Stream, New York, with a local office in Sun Valley, California. This contract will commence upon Board's approval for a period of 1 year. With the Board's delegated authority, the Director of Public Works or her designee

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may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract has been executed by Shelter Clean Services, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies and programs.

Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on May 13, 2015, 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 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.

This Proposition A contract does not allow cost-of-living adjustments for the four option years. However, this contract does contain a provision for fuel adjustments on an annual basis.

#### **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is 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 of CEQA.

#### **CONTRACTING PROCESS**

On May 14, 2015, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), "Public Works Business Opportunities" website, and an advertisement was placed in the Los Angeles Times. Also, Public Works informed over 1200 local small business enterprises about this business opportunity.

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On June 11, 2015, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The proposal, having met these requirements was 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, equipment, and demonstrated control over labor/payroll record keeping using the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible proposer, Shelter Clean Services, Inc. Public Works believes the contractor's price is to be reasonable for the work requested.

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

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

#### CONCLUSION

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

Respectfully submitted,

Hail Farlier

**GAIL FARBER** 

Director

GF:JQ:so

**Enclosures** 

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office
Internal Services Department, Contracts Division

# Agreement

# BOARD EXECUTE



BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

**AND** 

SHELTER CLEAN SERVICES, INC.

**FOR** 

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES – SOUTH COUNTY

#### AGREEMENT FOR

# MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES – SOUTH COUNTY

THIS AGREEMENT, made and entered into this <u>2nd</u> day of <u>February</u>, 2016, 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 SHELTER CLEAN SERVICES, INC., a Corporation (hereinafter referred to as CONTRACTOR).

#### WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on June 11, 2015, hereby agrees to provide services as described in this Contract for Maintenance Program for Nonadvertising Bus Stop Amenities - South County.

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, Performance Requirements Summary; Exhibit G, Bus Stop Shelter Specifications; Exhibit H, Drawings; Exhibit I, Proposed Cost for Bus Stop Amenities; Exhibit J, Bus Stop Inspection Checklist; Exhibit K, Sample Fuel Adjustment Calculation; Exhibit L, Program Locations; Exhibit M, Waste Collector Permit Application; 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.

<u>THIRD</u>: 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 \$900,044 per year or such greater amount as the Board may approve (Maximum Contract Sum).

<u>FOURTH</u>: This Contract's initial term shall be for a period of one year commencing upon Board approval. The COUNTY shall have the sole option to renew this Contract term for up to four additional 1-year periods and 6 month-to-month extensions, for a maximum total Contract term of 66 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, a this contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit rates 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

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

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

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

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

ELEVENTH: The Director may adjust 12 percent of the hourly rate 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 website at <a href="http://tonto.eia.doe.gov/dnav/pet/pet pri gnd dcus sca m.htm">http://tonto.eia.doe.gov/dnav/pet/pet pri gnd dcus sca m.htm</a> or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at <a href="http://tonto.eia.doe.gov/dnav/pet/pet pri prop dcu r50 m.htm">http://tonto.eia.doe.gov/dnav/pet/pet pri prop dcu r50 m.htm</a> or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5)" Commercial/Institutional," and at <a href="http://www.eere.energy.gov/afdc/price report.html">http://www.eere.energy.gov/afdc/price report.html</a> or other County-approved website for Compressed Natural Gas (CNG) Clean Cities

Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on contract anniversary date or one year from the commencement of this Contract's start date and thereafter at each successive annual interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 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 K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

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

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

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

The CONTRACTOR shall pay all security premiums, costs and incidentals required to maintain the security during the entire contract term, including renewals.

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

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

COUNTY OF LOS ANGELES

Chair, Board of Supervisors

ATTEST:

PATRICK OGAWA Acting Executive Officer of the Board of Supervisors of the County of Los Angeles

Deputy

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

PATRICK OGAWA

Acting Executive Officer

Clerk of the Board of Supervisors

Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By Carole Suzuki

SHELTER CLEAN SERVICES, INC.

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FEB 0 2 2016

**BOARD OF SUPERVISORS** COUNTY OF LCS ANGELES

**ACTING EXECUTIVE OFFICER** 

Its Secretary

P:\aepub\Service Contracts\CONTRACT\Ani\TRANSITSTOP NORTH & SOUTH\2015\RFP- South County\01 RFP\06 AGREEMENT COUNTY CHAIR PROP A EXECUTE 030311.docDOC 10/14/2015

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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County of NASSAU	. }
On before me, _	Denise McGoey  (Here insert name and title of the officer)
personally appeared LONNIE FINE, I	PRESIDENT + PERRY FINE, SECRETARY, factory evidence to be the person(s) whose
name(s) is are subscribed to the within he/she/they executed the same in his/h	instrument and acknowledged to me that er/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrum which the person(s) acted, executed the	ent the person(s), or the entity upon behalf of e instrument.
	NY
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cor	under the laws of the State of California that rect.
WITNESS my hand and official seal.	DENISE McGOEY Notary Public, State of New York
Would Mc Goeg	No. 01MC6177713  Qualified in Nassau County  Commission Expires 11/19/20
Notary-Public Signature (N	otary Public Seal)
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM  This form complies with current California statutes regarding notary wording and,
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.
(Title or description of attached document)	• State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	<ul> <li>Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.</li> </ul>
Number of Pages Document Date	<ul> <li>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).</li> <li>Print the name(s) of document signer(s) who personally appear at the time of</li> </ul>
CAPACITY CLAIMED BY THE SIGNER	notarization.  Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☐ Individual (s)☐ Corporate Officer	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
(Title) □ Partner(s)	sufficient area permits, otherwise complete a different acknowledgment form.  • Signature of the notary public must match the signature on file with the office of
☐ Attorney-in-Fact	the county clerk.  Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
☐ Trustee(s)	acknowledgment is not misused of attached to a different document.

Indicate title or type of attached document, number of pages and date.

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

• Securely attach this document to the signed document with a staple.

Indicate the capacity claimed by the signer. If the claimed capacity is a

2015 Version www.NotaryClasses.com 800-873-9865

Other

State of California NEW YORK

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#### SCOPE OF WORK

# MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES – SOUTH COUNTY

#### A. Public Works Contract Manager

Contract Public Works will Manager be Mr. William Yan of Programs Development Division, who may be contacted at (626) 458-3961, e-mail address: wyan@dpw.lacounty.gov, Monday through Thursday, 7:30 a.m. The Contract Manager is the only person authorized by to 5:30 p.m. Public Works to request work of the Contractor; however, the Contract Manager may delegate this task to staff and will notify the Contractor when doing so. From time to time, Public Works may change the Contract Manager. Contractor will be notified in writing when there is a change in Contract Manager. In the event of an emergency after normal business hours, staff can be reached at (888) 524-6287.

#### B. Work Location

Services shall be performed at designated bus stop shelters and transit stops in the unincorporated areas of the County as specified in Exhibit L.

The County reserves the right to in its sole discretion add or remove locations and to increase or reduce the service within this area anytime during the entire term of this Contract.

#### C. Work Description

The work to be completed shall include the furnishing of all labor, supervision, materials, and equipment necessary for the routine and emergency cleaning, repair, and maintenance of bus stop shelters and appurtenances, bus benches, trash receptacles, solar light poles, other bus stop amenities, and concrete foundations, hereinafter referred as bus stop amenities, located at designated transit stops within the unincorporated areas of the County as specified in Exhibit L. The work also includes the collection, transportation, and disposal of waste from trash receptacles located at designated transit stops within the unincorporated areas of the County as specified in Exhibit L. All work must comply with the Specifications included in Exhibit G and Drawings in Exhibit H.

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 any and all damages resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

#### D. Hours and Days of Service

No maintenance work or routine manual waste collection services shall be done within the peak traffic hours, from 6 a.m. to 9 a.m., and 4 p.m. to 7 p.m., Monday through Friday, except national holidays including New Year's Day, Martin Luther King Day, Presidents Day, Cesar Chavez Day (beginning 2017), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day after Thanksgiving, and Christmas Day. All construction, installation, repair, relocation, or removal work shall not be performed during the peak traffic hours unless the work is of an emergency nature or otherwise approved by the Contract Manager.

Emergency manual waste collection or bus stop cleaning services to mitigate public safety or health issues may be allowed at any time and day.

#### E. Equipment

#### 1. Service and Support Vehicles

The Contractor shall provide any and all service and support vehicles necessary for adequate operation, maintenance, and supervisory support. These vehicles shall be in good operating condition and appearance. The contractor's name and logo shall be imprinted on both left and right sides of the vehicles. Contractor shall also comply with requirements as described in subsection E.3, Maintenance and Waste Collection Vehicles, for vehicles used to collect, transport, and manage/dispose of waste.

#### 2. Pressure Wash Vehicles

The Contractor shall provide any and all vehicles required to perform pressure wash operations. The Contractor shall adhere to the latest adopted National Pollutant Discharge Elimination System (NPDES) requirements and implement Best Management Practices (BMPs) when performing pressure wash operations. Water and residuals from pressure washing sidewalks or bus stop amenities shall not be allowed to enter the storm drain.

#### 3. <u>Maintenance and Waste Collection Vehicles</u>

#### Contractor shall:

a. Possess and provide a minimum of nine vehicles (chassis and bodies) plus a spare vehicle, to provide adequate maintenance, repair, and manual waste collection services at designated transit stops located within the unincorporated areas of the County as specified in Exhibit L. Spare vehicles may be the Lead Person or Field Supervisor's vehicle and shall be fully fueled and ready to

dispatch and replace any vehicle, which breaks down on route within reasonable time of such breakdown. All manual collection vehicles shall be equipped with adequate radio/communication equipment for office-to-field communication.

- b. Provide and have available at all time vehicles that are leak proof for use in the manual collection and transportation of waste. Each vehicle shall be equipped with metal bodies and covers.
- c. Comply with all related County ordinances, State Vehicle Codes, and all conditions and limitations in any permits or licenses under which Contractor operates including, but not limited to, a California Class A or B or C61 (D34) Contractor's license.
- d. Be responsible for maintaining established inspection and maintenance procedures to ensure that all manual collection vehicles are safe to operate within the areas at all times in accordance with the requirements promulgated by the County of Los Angeles Department of Health Services, the California Highway Patrol, the South Coast Air Quality Management District (SCAQMD), the vehicle manufacturer, and all other applicable Federal, State, County, and local laws and regulations.
- e. Use vehicles to collect, transport, and manage/dispose of waste that are so constructed such that liquids and waste do not blow, fall, sift, or leak out of the truck and onto the street.
- f. Use vehicles to collect, transport, and manage/dispose of waste that are equipped with an adequate shovel and broom.
- g. Use vehicles to collect, transport, and manage/dispose of waste that are at all times, kept clean, in good mechanical condition, and well painted, all to the satisfaction of the Contract Manager. All such vehicles shall be painted the same color or colors.
- h. Comply with all the provisions issued by the SCAQMD for all new or replacement of automated and/or manual collection vehicles for work performed under this Contract.
- i. Maintain records of inspections and maintenance of all mechanical equipment used in providing the required services under this Contract, including records of preventive maintenance and repairs performed. Items to be inspected shall include, among others, those required in the inspections conducted by the County of Los Angeles Department of Health Services, the California Highway Patrol, and those recommended by the manufacturer. All

inspection and maintenance records shall be open to inspection by the County.

- j. Require drivers and Subcontractor's drivers, if applicable, to have valid licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services. It is the responsibility of Contractor to monitor the drivers driving performance and records.
- k. Remove from service should the Contract Manager at any time give notification to Contractor that any designated manual collection vehicle or other conveyance is not in compliance with Public Works and/or the County of Los Angeles Department of Health Services (Health Officer), and/or the SCAQMD standards, and such vehicle or other conveyance shall not be used again until inspected and approved by the Contract Manager and/or the Health Officer. Contractor shall be held responsible for maintaining the collection schedule regardless of such action.
- I. Keep all vehicles, equipment, tools, and facility used in the manual collection/management of waste clean and sanitary at all times when not in use.
- m. Comply with all laws and regulations relating to the parking or storage of such vehicles and equipment.

# 4. Maintenance Equipment

Contractor shall be responsible for providing all necessary equipment and labor for routine maintenance and as-needed repair, removal, relocation, replacement including trash receptacle liners, covers, and all necessary parts, accessories, or materials for reconstruction or maintenance at the cost specified in Form PW-2, Schedule of Prices. Unless approved otherwise by the Contract Manager the replacement parts, accessories, and/or materials shall be identical to the original design. The Contract Manager will consider alternative materials or parts, if necessary, proposed by Contractor.

# 5. <u>Communication Equipment</u>

The Contractor shall have office staff operating and answering incoming calls during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.). After normal business hours, the Contractor shall provide Contract Manager with an emergency telephone number at which someone can always be reached 24 hours a day, seven days a week. Contractor shall be responsible for providing two-way communication

between its office and field workers at all times, as well as for proper maintenance of this equipment.

#### F. Maintenance of Bus Shelters and Amenities

#### 1. <u>Frequency of Maintenance</u>

Contractor shall:

- a. Perform routine maintenance at all designated bus stop shelters and amenities indicated in Exhibit L. Routine maintenance shall be done on a once-a-week basis, during nonpeak hours as described in subsection F.4.a, Routine Maintenance, Monday through Friday, including holidays, unless otherwise specified or directed by the Contract Manager. Upon oral or written request from the Contract Manager Contractor shall make more visits to shelters that require additional maintenance and/or repair.
- b. Pressure wash the bus stop shelter structure and sidewalk adjacent to the serviced bus stops. Pressure wash shall be done every six weeks, unless otherwise specified or directed by the Contract Manager. Failure to comply with this requirement within the allotted time frame shall result in assessment specified in subsection M.4.k, Liquidated Damages.
- c. Inspect each stand-alone solar light pole for functionality once every two months.
- d. Keep the roof/gutter of each shelter free of dirt and leaves.

## 2. <u>Emergency Services</u>

Emergency construction, maintenance, repair, or removal of damaged bus stop shelters and amenities required to eliminate a hazard to pedestrian, property, or vehicular traffic may occur at any time and day, but only to the extent required to remove the hazard. Other exceptions for specific locations may be allowed upon approval of Contract Manager.

# 3. <u>Graffiti Removal Services</u>

Graffiti removal services shall consist of performing all operations to remove or cover graffiti from all exterior surfaces within a 10-foot radius of each bus stop amenity, but shall not be performed beyond the face of curb or onto private property. Failure to comply with this requirement shall result in the assessment specified in Section M.4.h, Liquidated Damages.

#### The Contractor shall:

- a. Remove or paint over all graffiti on all designated bus stop amenities within 24 hours of the graffiti being discovered by the Contractor, or being reported by the County. Profanity, sexually explicit or racist type graffiti shall have the highest removal priority. Graffiti placed on bus stop amenities during the weekends shall be removed on the following work day. Within 48 hours of initial paint-over, Contractor shall repaint using a color to match the existing surface color, if a matching color was not utilized initially.
- b. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc. Water and residuals from water blasting shall not be allowed to enter the storm drain.
- c. Use County-approved chemical solvents when removing graffiti from County property.
- d. Use paint that is appropriate for nontreated surfaces on County property.
- e. Match the existing color of the surface when painting over or obscuring graffiti whenever possible. Paint shall be neatly feathered in all areas.
- f. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage.
- g. Train personnel in proper graffiti removal techniques and provide corrective instruction to personnel if they are removing or covering graffiti improperly.
- h. Use new or recycled water-based paints.
- i. Sidewalk Surfaces: Remove graffiti from concrete sidewalks by using a water blasting machine with a soda compound only. Painting over shall not be permitted. The sidewalks shall be cleaned of all graffiti, graffiti residues, paint, ink, gum, oil, etc. The sidewalks shall be blocked off for safety during the cleaning operations. Adequate precautions shall be taken not to damage private property during water blasting operations, i.e., precautionary measures to prevent water from going under shop doors, damaging

store fronts, entering storm drains, etc. The sidewalk areas being cleaned shall be feathered to match other graffiti-free sidewalk areas.

- j. Dispose of excess paint properly. Paint liners shall be opened, mixed with sand, dirt, cat litter, and allowed to dry. Once the paint is completely dry, it can be disposed of in the regular trash.
- k. Wash paint brushes, rollers, or frames in clean water. The water shall only be disposed of in a sink or toilet. Water used to clean paint tools shall not be disposed of in storm drains and street gutters and/or on sidewalks and streets.

#### 4. Maintenance Specifications

#### a. Routine Maintenance

#### i. General Scope

Contractor shall maintain the bus stop amenities in a safe. clean, attractive, and sanitary condition and in good order satisfactory to the Contract Manager. At each maintenance visit, Contractor shall clean, wash, and remove all graffiti, stickers, posters, litter, dust, dirt, and weeds from each bus stop amenity to keep each bus stop amenity (including the roof/gutter and/or electronic message display of the shelters, if applicable), and immediate area free of any noticeable accumulation of dirt, dust, marks, stickers, posters, litter, or The bus stop amenity shall be maintained in a weeds. continual like new condition. Bus stop shelters may be energized using hard wire or solar panels attached directly to the shelter or to a pole adjacent to the shelter. Maintenance shall be performed within a 10-foot radius of the bus stop amenities, but shall not extend beyond the face of curb or onto private property. If notified by the Contract Manager that additional maintenance is required. Contractor shall correct the condition within two working days of receipt of notice. The maintenance cost per shelter and appurtenances, bus benches, trash receptacles, stand-alone solar-powered lighting shall be specified in Form PW-2, Schedule of Prices, Maintenance of Bus Shelters and Amenities.

#### ii. Pressure Wash

Contractor shall pressure wash bus stop shelters and sidewalk within a 10-foot radius of the bus stop amenities at a frequency as indicated in Section F.1.b, Frequency of Maintenance.

Contractor shall indicate in the proposal how wastewater will be treated and not discharged to the storm drain, by

- (1) Removing trash, debris, and free standing oil/grease spills/leaks (use absorbent material, if necessary) from the area before washing; and
- (2) Use high pressure, low volume spray washing with potable water only and no cleaning agents at an average usage of 0.006 gallons per square feet of sidewalk area.

For bus stops that have no bus stop shelters, Contractor shall pressure wash the bus stop amenities and/or the sidewalk within a 10-foot radius of the bus stop on as-needed basis. As-needed pressure wash shall be warranted upon notification by the Contract Manager or discovered by Contractor's employee and approved by the Contract Manager.

#### iii. Best Management Practices - Trash Receptacle

Contractor shall carry an adequate supply of clean aluminum liners during routine maintenance visits to ensure that liners are kept in a clean condition. Contractor shall comply with the latest NPDES requirements by promoting BMPs and not to allow any waste or liquid from trash receptacles or liners to enter the storm drains and/or street gutters during the maintenance of trash receptacles and liners. Contractor shall replace all aluminum liners with new or cleaned aluminum liners as needed to the satisfaction of the Contract Manager. Soiled aluminum liners shall be cleaned at Contractor's facility in accordance with all Federal, State, and local regulations. The County may require Contractor to install a County furnished padlock on trash receptacle covers/doors to prevent vandalism.

#### iv. Safety Inspection

Contractor shall perform weekly safety inspections on all transit stops and bus stop amenities serviced under this Contract. Contractor shall complete the Bus Stop Inspection Checklist (Exhibit J – Checklist) for each inspected location. Inspections shall include all, but not limited to, items indicated in the checklist. Copies of the checklist are to be retained by the Contractor for at least five years after contract expiration.

The Contractor shall submit a monthly summary report along with the safety inspection report no later than the fifteenth day after the end of the previous month. The report shall include inspection date, location, description of safety concern or finding, corrective measures, and any other information required by Contract Manager. Failure to comply with this requirement of submitting the safety inspection report within the allotted time frame shall result in the assessment specified in subsections M.4.i, Liquidated Damages, and withheld of the monthly payment until Contract Manager receive the report.

#### b. Repair

- i. Contractor shall perform repair to damaged bus stop amenities within five working days or within a time frame approved by the Contract Manager for any damage or vandalism found by Contractor's employees, agents, or Subcontractors. Contractor shall provide County a cost estimate and obtain approval from the Contract Manager before proceeding with the repair. All damaged amenities shall be repaired to the satisfaction of the Contract Manager.
- ii. Upon notification from the Contract Manager or discovery by Contractor's employee of any potential hazard or damage that presents a safety concern to the public, the Contractor shall take immediate steps to tape off or otherwise prevent public access to the hazard and to notify Contract Manager of the need for repair and corrective measures taken. The Contractor shall note the hazard/damage on the Checklist and provide a copy to the Contract Manager within 24 hours, electronically or by fax. The Contractor shall also expedite the repair process by providing a repair estimate within 24 hours or as otherwise agreed by Contract Manager.

Failure to comply with the requirements for rendering the condition safe and completion of repairs within the allotted time frame may result in the assessment specified in subsection M.4.a.

- iii. Contractor shall repair all leaking or damaged trash receptacles within five working days of oral or written notice from Contract Manager or at times found by Contractor's employees, agents, or Subcontractors. In the event that the repairable or damaged trash receptacle cannot be repaired prior to the next scheduled collection, Contractor may, with the approval of the Contract Manager, provide a temporary but acceptable trash receptacle until Contractor provides a permanent replacement. A trash receptacle is considered acceptable when it has a solid exterior and liner and has a cover or dome to prevent rain water from getting into the trash receptacle. Failure to comply with this requirement shall result in the assessment of liquidated damages specified in Section M.4.f.
- iv. Contractor shall maintain a record of all the repaired or replaced amenities. The record shall include, but not limited to, location, type of amenities, date of repair or replacement, and reason for repair or replacement. Contractor shall submit a monthly log specifying, at minimum information defined in subsection F.10.a, Reports.

#### c. Duty to Remove

- i. The County reserves the right to require the Contractor to remove bus stop amenities for any reason at the cost specified in Form PW-2, Schedule of Prices, Removal of Bus Stop Amenities.
- ii. Said removal shall be performed in accordance with all applicable laws, ordinances, or other regulations and the premises shall be restored to their original condition as set forth in Subsection F.13, Restoration of Site Upon Removal or Relocation.
- iii. If the bus stop amenity is totally destroyed due to fire, accident, or force of nature; Contractor shall immediately notify the Contract Manager and remove the affected amenities within 24 hours of notification by the Contract Manager or discovery. Failure to remedy an emergency removal within the allotted time frame shall result

in the assessment specified in Section M.4.g, Liquidated Damages.

#### d. Replacement

#### Contractor shall:

- i. Notify and obtain prior approval from the Contract Manager before replacement is made. Work shall be completed within five working days or within a time frame approved by the Contract Manager at the cost specified in Form PW-2, Schedule of Prices, Replacement.
- ii. Be responsible for providing all necessary replacement equipment and labor for maintenance, including trash receptacle exterior frames, liners, and all necessary parts, accessories, or materials for reconstruction or maintenance of said Contract at the cost specified in Form PW-2, Schedule of Prices, Replacement. Unless approved otherwise by the Contract Manager the replacement equipment and/or parts and accessories shall be identical to the original design. The Contract Manager will consider alternative trash receptacles, including liners and dome covers proposed by Contractor.
- iii. Charge in accordance with Contractor's price stated in Form PW-2, Schedule of Prices, Replacement, for each replacement of each part or entire amenity, labor, or any other necessary changes.

#### e. Relocation

#### Contractor Shall:

- i. At the request of Contract Manager, Contractor shall relocate any bus stop amenity, at the cost specified in Form PW-2 Schedule of Prices, Relocation.
- ii. Make arrangements to diligently pursue construction completion of any relocated amenity. A bus stop amenity shall be considered completed when 1) all installations, assemblies, and electrical connections (if any) are accepted by the Contract Manager or County inspector; 2) the amenity is fully functional; and 3) the amenity may be safely used by the public.

- iii. Be responsible to energize bus stop shelters using either hard wire or solar panels attached directly to the shelter or to a pole adjacent to the shelter in a method approved by the Contract Manager.
- iv. Perform relocations in accordance with all applicable laws, ordinances, or other regulations and the premises shall be restored to their original condition as set forth in Section F.13, Restoration of Site Upon Removal or Relocation.

#### f. Electrical Work

Electrical repair work shall comply with the National Electrical Code (NEC) requirements. Contractor shall have the right to enter upon and into the bus shelters at any reasonable time with its certified electrician for the purposes of any electrical maintenance. Contractor shall have access to all necessary electric wires, meters, clockwork machinery, and other parts of the structure necessary for maintaining the shelters and all such work shall be included with the price specified in Form PW-2, Schedule of Prices, Routine Maintenance of Bus Shelters and Amenities. If an electrical malfunction occurs, the Contractor shall deenergize the shelter and notify the Contract Manager immediately. All repairs shall be completed within 24 hours. Failure to comply with this requirement shall result in the assessment specified in Section M.4.b, Liquidated Damages.

#### g. Electrical Lighting and Solar-Powered Lighting

All bus shelters shall be illuminated from dusk to dawn. Contractor shall be responsible to ensure proper illumination within bus shelters using either hard wire or solar panels attached directly to the shelter or to a pole adjacent to the shelter in a method approved by the Contract Manager. During each maintenance visit, Contractor shall examine lighting for functionality for shelters that are hard-wired or have solar panels attached to the roof. Stand-alone solar-powered light poles are to be examined every two months for functionality. If electrical lights or solar-powered lights are found to be malfunctioning at the time of maintenance, or upon oral or written request from Contract Manager, Contractor shall be required to repair or replace electrical or solar-powered lighting with similar lighting within 48 hours or within a time frame approved by the Contract Manager. If new batteries are required for solar-powered lighting, the old batteries shall be recycled in accordance with all Federal, State, and local regulations.

Contractor shall provide a receipt to ensure that solar panels and apparatus are recycled properly. Failure to comply with this requirement shall result in the assessment specified in Sections M.4.c and/or M.4.d, Liquidated Damages.

#### h. Performance Requirements

Public Works will make monthly inspections of randomly selected shelters to ascertain the condition of shelters. A shelter may be considered in unacceptable condition if one or more of the following conditions are found during the inspection:

- Visible graffiti from the street
- An unsightly/significant amount of litter, dust, dirt, or weeds within a 10-foot radius of shelter
- Overflow of trash
- Missing or damaged components of shelter that pose danger to the public
- Exposed electrical wires
- No illumination

When there is a justifiable reason for the shelter to be in an unacceptable condition, such as a community event that took place immediately prior to the inspection, the Contractor shall provide this justification in writing to the Contract Manager.

# i. <u>Suppliers</u>

The following is a list of suppliers available to provide trash receptacles, benches, and shelters that conform with the Specifications included in Exhibit G and Drawings in Exhibit H as required for the Program. The material and labor will be reimbursed through prices listed in Schedule of Prices, Section B, Replacement. Contractor may use alternate suppliers which will be reviewed and approved in the sole discretion of the County.

For bus shelters, trash receptacles, and benches, Contractor can contact any of the following:

(1) LNI Custom Manufacturing, Inc. 12536 Chandron Avenue Hawthorne, CA 90250 (310) 978-2000, Fax (310) 978-4000 Contact: Craig Watterson

- (2) Seating Component 4520 East La Palma Avenue Anaheim, CA 92807-1908 (714) 693-3376, Fax (714) 693-3353 Contact: Mark Fossier
- (3) Tolar Manufacturing, Inc.
  258 Mariah Circle
  Corona, CA 92879
  (951) 808-0081, Fax (951) 808-0041
  Contact: Patrick MerrickVendors for Solar Light Poles only
- (4) National Solar Technologies
  166 Taylor Road
  Depew, NY 14043
  (800) 310-7413, Fax (716) 683-8655
  Contact: Paul Vargovich, Jr.
- (5) Sol Inc.
   3210 SW 42nd Avenue
   Palm City, FL 34990
   (800) 959-1329, Fax (772) 286-9616
   Contact: Matt Hollister
- (6) Urban Solar Corporation 4211 Commerce Circle Victoria, BC V8Z 6N6, Canada (788) 430-5516 Contact: Jeff Peters
- (7) All Purpose Manufacturing, Inc.
   6401 Nohl Ranch Road, Suite 80
   Anaheim, CA 92807
   (877) 877-8006
   Contact: Mark Fossier or Orlando Vargas
- 5. <u>Collection, Transportation, and Disposal of Waste from Designated Transit Stops</u>
  - a. <u>General Scope</u>

Contractor shall only dispose of waste under this Contract at permitted facilities and shall comply with all Federal, State, and local laws and regulations. Except as noted otherwise, Contractor shall <u>NOT</u> collect, transport, or dispose of hazardous or toxic materials as defined per Federal, State, or local laws or regulations under this Contract. Contractor shall immediately notify County if hazardous or toxic materials are discovered during the collection.

Waste collection, transportation, and disposition shall be done in a thorough and professional manner to the satisfaction of the Contract Manager. The Contract Manager shall approve or disapprove Contractor's performance under this Contract. These services shall be performed by a permitted trash hauler. Under the requirements of the permit, which is issued by the County of Los Angeles Department of Health Services (DHS) per Title 20, Division 4, Los Angeles County Code, the sizes and types of the trucks, etc. will be determined. The hauler's facility to store and maintain the trucks will also be regulated by DHS. For further information regarding this requirement you may contact DHS at (626) 430-5550.

#### b. <u>Emergency Services</u>

Emergency manual waste collection services required to eliminate a hazard to either pedestrian, property, or vehicular traffic may occur at any time and day, but only to the extent required to remove the hazard. Other exceptions for specific locations may be allowed upon approval of the Contract Manager.

#### c. Frequency of Collection

Contractor shall manually collect waste from all trash receptacles at designated transit stops indicated in Exhibit L.

Routine collection of waste shall be done <u>once a day, three times a week, Monday, Wednesday, and Friday, including holidays,</u> unless otherwise specified. Routine collection of waste shall be done in accordance with hours specified in Section D, Hours and Days of Service.

Contractor shall strictly adhere to the collection schedule and frequency of collection unless otherwise specified or directed by the Contract Manager.

Contractor may be required, upon oral or written request from the Contract Manager, to return to any collection route to collect waste not picked up at the designated transit stops. This shall be performed whenever directed by the Contract Manager.

Failure to comply with each collection schedule shall result in the assessment specified in Section M.4.e, Liquidated Damages.

#### d. <u>Noncollection Items</u>

Hazardous materials and all bulk items including, but not limited to, furniture, appliances, household bedding, mattresses, box springs, stoves, refrigerators, and other household items considered as noncollection items by waste haulers shall <u>NOT</u> be collected by Contractor. Contractor shall report all noncollection items to Public Works Programs Development Division at (626) 458-3907 (Monday through Thursday) on the same business day. If Public Works office is closed, Contractor shall report noncollection items on the next Public Works' business day and keep a record of all locations where the noncollection items have been left.

#### e. Care of Liners

All liners, for manual collection, shall be properly returned and placed after collection. Liners shall not be deposited on the streets, highways, or on adjoining property. Contractor, its agents, and/or its employees shall not throw or drop liners from the truck onto the pavement or in any other way that may break or damage them.

At the time of collecting waste from each trash receptacle each day, Contractor shall place and secure a plastic bag inside each liner to maintain the clean condition of the aluminum/plastic liners. The plastic bags shall be heavy duty and designed to have suitable strength to contain the waste materials therein.

#### f. Collection Specifications

The County reserves the right to add or remove trash receptacle locations throughout the unincorporated areas of the County as specified in Exhibit L, at any time during the term of this Contract at the sole discretion of the Contract Manager. The cost of waste collection, transportation, and disposal shall be specified in Form PW-2, Schedule of Prices, for Collection, Transportation, and Disposal of Waste.

## g. Waste Collection and Reporting

i. Waste Collection - All waste collected from the trash receptacles shall be sent to a permitted materials recovery facility (MRF) for processing and recovery of recyclables to the maximum extent reasonable and feasible including, but

not limited to, paper, California Redemption Value beverage containers, glass, No. 1 and 2 plastics, steel, and aluminum. Waste remaining after the removal of recyclables may be disposed of at a permitted waste disposal facility. Unless otherwise approved in writing by the Contract Manager, the Contractor or the MRF operator SHALL NOT dispose of any recovered recyclables in a disposal site and/or transformation facility.

A list of all permitted MRFs in the County can be obtained by calling the Solid Waste Information System hotline at (800) 320-1771 or by visiting <a href="www.solidwastedrs.org">www.solidwastedrs.org</a> and clicking on "Where to Take Your Waste" link on the left side and choosing option 3 for a list of transfer stations. The proper disposal and storage of waste material is regulated by the DHS per Title 11, Los Angeles County Code.

- ii. Reporting Contractor shall prepare reports on a monthly basis that provide the following information on waste collected from the trash receptacles:
  - (1) Month and year of reported collection
  - (2) Total quantity (in tons) of waste collected
  - (3) Location (route, community, watershed, etc.) where the waste was collected
  - (4) The permitted materials recovery, disposal, or transfer facility where the collected waste was sent (facility name, address, and contact information)
  - (5) Quantity of collected waste (in tons) recovered/salvaged (i.e., not sent for disposal) by the MRF
  - (6) Quantity of collected waste (in tons) sent for disposal

Note that total tons collected shall equal tons recovered/salvaged plus tons disposed.

Monthly reports containing the above information in a format acceptable to the Contract Manager are due no later than 15 days after the last day of the month included in the report. Reports shall be signed by an authorized representative of the Contractor. Monthly reports prepared by the MRF containing all of the information above and in a format

acceptable to the Contract Manager and transmitted by the required date with a letter signed by the Contractor's authorized representative will be acceptable. Failure to submit this report within the allotted time frame shall result in the assessment specified in subsection M.4.i, Liquidated Damages.

## 6. <u>Title of Improvements</u>

All structures, constructed and maintained by the Contractor upon the County's right of way pursuant to the Contract shall remain the ownership of the County. Upon termination or cancellation of Contract, Contractor shall not perform any additional routine maintenance service, but shall complete any work in progress.

# 7. <u>National Pollutant Discharge Elimination System</u>

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or street gutters. Such debris is in violation of the NPDES regulations. According to the NPDES regulations, nothing shall be discharged into the storm drain system other than stormwater. The Contractor shall follow all NPDES regulations in accordance with the Contractor's Work Plan. The Contractor shall follow its Work Plan throughout the entire Contract unless otherwise approved in writing by the Contract Manager. Failure to comply with the NPDES regulations shall result in the assessment specified in subsection M.4.f., Liquidated Damages.

#### 8. Staffing

Contractor shall provide a minimum of nine staff, one per waste collection vehicle, for maintenance, as-needed work, and manual waste collection activities stipulated under this Contract. Contractor shall also employ a Lead Person or Field Supervisor supervising the maintenance routes, collection routes and all as-needed repair, installation, removal, and relocation work.

### a. <u>Lead Person</u>

Contractor shall assign a lead person whose responsibility shall be to represent Contractor's operation in the field and who shall serve as liaison between Contractor's crews in the field and the County. The lead person shall spend as much time supervising the collection routes as needed to accomplish the provisions of these Specifications.

The lead person shall be provided with a separate vehicle, other than a vehicle used for collection of waste. Within ten days of the award of this Contract, Contractor shall inform the Contract Manager of the name, title, and telephone number of the assigned lead person.

#### 9. Specifications, Permits, and Inspections

#### a. Waste Collector Permit

Prior to award of this Contract, Contractor shall successfully apply and obtain a Waste Collector Permit issued by the County of Los Angeles Department of Public Health as required by Sections 20.72.020 and 20.72.040 A and B of the Los Angeles County Code, Title 20, Division 4. A copy of the application is available in Exhibit M.

Following is the contact information for the Department of Public Health:

County of Los Angeles
Department of Public Health
Environmental Health/Environmental Protection Bureau
Solid Waste Management Program
5050 Commerce Drive
Baldwin Park, CA 91706
(626) 430-5540
Contact: Hung Vo. EHS III

#### b. Permits and Inspections

As requested, Contract Manager will provide typical designs and specifications, as well as all necessary permits and inspections for the construction of any relocation or replacement bus stop shelter, including amenities as well as any bus bench or trash receptacle, including a description of materials to be used as shown in Exhibit G, Bus Stop Shelter Specifications, and Exhibit H, Drawings. Contractor shall submit final design for aforementioned facilities and amenities to Contract Manager for final approval prior to installation.

All removal, relocation, and installation work shall conform to the Standard Specifications for Public Works Construction latest edition. All work and workmanship deemed to be substandard or inadequate by the Contract Manager will be corrected or replaced at no cost to County.

#### 10. Reports

Contractor shall submit monthly reports along with the invoice. The first monthly report shall be due no later than 15 days after the first month, commencing from the first day of operation.

The reports shall be submitted via fax to Mr. Fred Wong at (626) 979-5313, within 15 days of the end of the previous month or via mail to the County of Los Angeles Department of Public Works, Programs Development Division, Transit Operations Section, P.O. Box 1460, Alhambra, California 91802-1460, within the same due date as via fax unless otherwise notified by the Contract Manager. The person to whom the reports are to be addressed is subject to change. Public Works will notify the Contractor of any such change.

Monthly reports are as follows:

- a. A comprehensive report of all repairs, removals, relocations, and replacements of bus stop shelters, benches, trash receptacles, and other bus stop amenities in the unincorporated areas of the County as specified in Exhibit L. Reports shall include service date, location, reason for service, description of service, and any other information required by Contract Manager.
- b. A detailed waste disposal report as defined under subsection F.5.g.ii, Waste Collection and Reporting.
- c. A Safety Inspection report of the transit stops and amenities along with safety checklists completed for all inspected locations. Reports shall include inspection date, location, description of safety concern or finding, corrective measures, and any other information required by Contract Manager as defined in subsection F.4.a.iv, Safety Inspection.

When Contractor submits monthly reports to the Contract Manager such reports shall be deemed timely only if delivered or postmarked on or before the due date. If reports are not received in a timely manner, County may withhold payment on Contractor's invoice until the receipt of the required reports.

In addition to the regular monthly reports, the Contractor shall provide a report every two months detailing test results for functionality of all stand-alone solar-powered light poles.

## 11. Routes and Changes

Contractor shall prepare and file with the Contract Manager within 30 days of the award of this Contract, a schedule for maintenance and trash collection. Each schedule should include a complete map of each route. As part of each schedule, Contractor shall provide Contract Manager detailed information as to how Contractor proposes to schedule on or Said schedules shall be approved around holidays. Contract Manager. The schedule. when approved the bν Contract Manager, shall be maintained unless a change therein is first approved by the Contract Manager and notice thereof is given as hereinafter provided.

Thereafter, before any change in the maintenance schedule is made by Contractor, Contractor shall provide ten working days prior written notice of the proposed change to the Contract Manager, along with the proposed revised maintenance schedule, together with a new map. No such change may be effected until first approved by the Contract Manager.

# 12. Public Convenience and Safety

Contractor's operations shall cause no unnecessary public inconvenience. The access right of the public in the streets shall be considered at all times.

Contractor shall provide all safety measures necessary to protect the public and his/her workers including, but not limited to, temporary traffic control device prior to perform work at transit stops.

In the event the Contractor's employee discovers a damage or vandalism that may poses hazard to the public, Contractor shall immediately notify the County and report any corrective measures undertaken or to be undertaken by the Contractor.

# 13. Restoration of Site Upon Removal or Relocation

Upon removal or relocation of any bus stop amenities, the sites shall be restored by the Contractor to their original condition or to the satisfaction of the Contract Manager. All obstructions shall be removed and any holes shall be filled with material compatible with existing material.

Concrete work, if any, requires the prior approval of Contract Manager and may be performed by County or other forces at the sole discretion of the Contract Manager.

#### 14. <u>Uniforms</u>

All field employees of Contractor working under this Contract shall be dressed with uniformity and in clean uniforms furnished by Contractor to the satisfaction of the Contract Manager. The uniform shall bear Contractor's name and logo, if applicable. Contractor shall maintain an array of uniforms in various sizes and materials for use by employees.

Contractor's employees shall not remove portions of their uniform while working under this Contract. No employee shall start work unless the employee is dressed in a clean uniform. Contractor shall furnish each employee a set of rain gear, which shall be carried in the vehicle for use in case of inclement weather.

#### 15. Entering Private Property

Unless otherwise specified in this Contract or by the order of the Contract Manager, Contractor shall conduct all of its activities and operations within the confines of the County's right of way. Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason or use water from such property without the written permission of the owner.

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

# G. Alternative Bus Stop Amenities and Adjustments to Price

If during the term of this Contract the listed materials including, but not limited to, bus stop shelters, bus benches, trash receptacles, and other bus stop amenities are no longer commercially available at costs reasonably similar to the costs incurred at time of bid, Contractor shall complete and submit the form included in Exhibit I for the Contract Manager's approval of these increased costs.

If the County requires the Contractor to maintain an alternative type or design of a bus stop amenity that did not exist at the time of the award of this Contract, Contractor shall submit the enclosed form in Exhibit I, indicating the revised cost of maintenance, as-needed repair, replacement, relocation, and removal of such amenity for the Contract Manager's approval.

# H. Pass-Through Costs and Extra Work

The County recognizes that there may be needed construction, installation, maintenance, repair, or modification to bus stop shelters or other bus stop

amenities not covered under this Contract and for which the Contractor is not compensated under Form PW-2, Schedule of Prices.

A couple of examples for pass-through costs are as follows:

- Modify or retrofit bus stop amenities.
- Add innovative features in accordance with transit needs or technological development. (i.e. Install real-time bus arriving information display, information booth, or other power source that conserves energy to operate shelters)

The County shall allow the Contractor to pass-through the amounts necessary to cover the following specific items only if the County has authorized the work in Exhibit I or in writing prior to the licensee's initiation of work for the item(s). Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices. In order to be eligible for pass-through costs for items not specifically mentioned in the Form PW-2, Schedule of Prices, the licensee must present the required scope of repairs to the Contract Manager, and the Contract Manager must approve the repairs in writing prior to the work commencing.

If Extra Work, including but not limited to any emergency or unforeseen work, is necessary, the Contractor shall provide Public Works with a cost estimate, including the number of hours required for the work broken down by job classification. Public Works, at its sole discretion, may issue a Notice to Proceed to the Contractor for Extra Work. Extra Work shall conform to the requirements in subsection 3-3 of the "Standard Specifications for Public Works Construction, 2006 Edition," and the Public Works' "Additions and Amendments to the Standard Specifications for Public Works Construction, 2006 Edition," dated June 2006. Electrical repair work shall comply with the NEC requirements.

#### I. Responsibilities of Public Works

Public Works' responsibilities will include, but not be limited to, monitoring and inspecting Contractor's performance to ensure compliance with the Terms, Requirements, Specifications, and Conditions described herein.

Public Works will make monthly inspections of randomly selected shelters to ascertain the condition of shelters. A minimum of 90 percent of the shelters inspected on a quarterly basis shall meet the maintenance requirements indicated in Section F. Failure to comply with this requirement shall result in the assessment specified in subsection M.4.j. Liquidated Damages. Before liquidated damages are assessed, the Contractor may provide a written explanation regarding justifiable reasons for the unacceptable condition, such as a community event that took place immediately prior to the inspection.

#### J. Utilities

The County will not provide utilities.

#### K. Storage Facilities

The County will not provide storage facilities for the Contractor. Contractor shall properly store all vehicles, equipment, and materials including, but not limited to, auxiliary shelters, benches, solar-powered lighting, trash receptacles and parts, accessories and materials necessary for repair, and replacement and maintenance of the equipment and County facilities at the sole cost of the Contractor at its own facilities. Contractor shall be responsible for determining and storing the appropriate number of auxiliary units necessary to ensure the prompt replacement of damaged units.

## L. Special Safety Requirements

- 1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
- 2. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
- 3. Contractor shall inspect and identify any condition(s) that renders any portion of the premises unsafe. Contractor shall notify the Contractor manager immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the publics of the existence of hazards, and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.
- 4. Special emphasis shall be placed on public safety during this service, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular service.

Contractor shall do the following for safety issues:

a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's Contract Manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.

- b. Emergency Response: When the emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or Contractor, and direct emergency services to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
- c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to Public Works representative (PWR) within two business day or first day of the next business week. PWR will provide the report form.
- d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.
- e. Contractor shall provide traffic control that conforms to the most recent version of the California Department of Transportation Manual of Traffic controls for Maintenance Work Zones wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the Contractor are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.

#### M. Liquidated Damages

- 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.
- 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 liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to comply with any requirements not addressed in Section M.4 listed below within the time specified unless otherwise provided in this scope.
- 4. All the time limits and acts are required to be done in accordance with this Contract and should Contractor fail to perform or complete the work required to be done set forth in this Contract, the County may assess liquidated damages through a separate invoice process as follows:
  - a. Failure to remedy, within 24 hours after notification by the Contract Manager, an emergency repair of a bus stop amenity subject to a potential hazard, damage, or vandalism of an emergency nature, which is found to be justified by the Contract Manager \$250 per occurrence per day for bus stop shelter and \$100 per occurrence per day for bus bench or trash receptacle as outlined in Section F.4.b.ii.
  - b. Failure to repair or replace damaged, faulty or exposed electrical components related to the illumination of the bus stop shelter and its immediate area within 24 hours after notification by the

- Contract Manager \$500 per occurrence per day as outlined in Section F.4.f, Electrical Work.
- c. Failure to repair or replace shelter lighting within 48 hours of notification by the Contract Manager \$100 per occurrence per day in Section F.4.g.
- d. Failure to recycle batteries used for solar lighting in accordance with all Federal, State, and local regulations \$200 per occurrence as outlined in Section F.4.g.
- e. Failure to maintain the schedule for the manual collection of waste during the hours of service as defined in Section F.5.c \$50 per day per unit not collected on the scheduled day.
- f. Failure to comply with NPDES regulations or to replace leaking or damaged trash receptacles with similar trash receptacles within five working days of notification by the Contract Manager \$100 per each occurrence per day as outlined in Section F.7 and F.4.b.iii, respectively.
- g. Failure to remedy, within 24 hours after notification by the Contract Manager, an emergency removal of a bus stop amenity, which is found to be justified by the Contract Manager \$50 per each occurrence per day for bus bench or trash receptacle and \$200 per each occurrence per day for bus stop shelter as outlined in Section F.4.c.iii.
- h. Failure to perform all operations to remove or cover graffiti from all exterior surfaces of bus stop shelters, bus benches, trash receptacles, and solar panels and apparatus, within 24 hours of notification by the Contract Manager \$50 per occurrence per day as defined in Section F.3, Graffiti Removal Services.
- i. Failure to submit any reports in the time frame as specified in the Contract \$100 per occurrence per day as outlined in Exhibit A, subsection F.5.g.ii and Section F.10, Reports; and subsection F.4.a.iv, Safety Inspection.
- j. Failure to maintain the shelters as required in Section F, thereby resulting in the county determining, as part of the random monthly monitoring, less than 90 percent of the shelters quarterly inspected are in an acceptable condition as outlined in Section I \$500 per quarter.

k. Failure to remedy or pressure wash a shelter found to be in an unacceptable condition within two days of receipt of notice from County - \$50 per day per shelter.

## N. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times (24 hours a day, seven days a week, 365 days a year) to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

## O. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

- 1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3. A file of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
- 4. The methods for continuing service to the County in the event of a strike of Contractor's employees.

## P. Safety Training

The Contractor shall provide safety training for staff responsible for maintenance and inspections at a minimum of once per year. Safety training shall be designed to prepare staff as safety inspectors for all bus stop amenities. Training shall cover inspection procedures, including the identification and response to any potential hazard or damage that presents a safety concern to the public.

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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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Proposer</u>. 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.

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

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

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

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

## C. <u>Headings</u>

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

#### **SECTION 2**

## STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

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

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

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

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

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

## C. <u>Authorization Warranty</u>

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. <u>Budget Reduction</u>

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

#### Ε. 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 follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses shall be sent to the Contract Manager 7. within three business days of mailing to the complainant.

#### F. Compliance with Applicable Laws

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

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

#### G. Compliance with Civil Rights Laws

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

## H. Confidentiality

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

shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. 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

- 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

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

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

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

- 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. <u>Contractor Performance Evaluation/Corrective Action Measures</u>

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. <u>Damage to County Facilities</u>, 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, employees, or agents of Contractor.
- 2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the

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

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

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

#### R. Facsimile Representations

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

#### S. Fair Labor Standards

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

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

## T. Force Majeure

- 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 subparagraph as "force majeure events").
- 2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## U. 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. <u>Most Favored Public Entity</u>

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

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

#### W. Nondiscrimination and Affirmative Action

- 1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
- 3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- 4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 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. <u>No Payment for Services Provided Following Expiration/Suspension/Termination of Contract</u>

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

## Z. Notice of Delays

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

#### AA. Notice of Disputes

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

#### BB. Notice to Employees Regarding the Federal Earned Income Credit

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

#### CC. Notices

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

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

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

## DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and

related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

- 1. Contractor shall develop all publicity material in a professional manner.
- 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 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 seg. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law. or by an order issued by a court of competent jurisdiction.
- 2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

## FF. Record Retention and Inspection/Audit Settlement

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

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

- 1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance

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

## GG. Recycled-Content Paper Products

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

## HH. Contractor's Employee Criminal Background Investigation

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

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

## 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, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
- 4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
- 5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
- 6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

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

## JJ. Validity

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

#### KK. Waiver

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

## LL. Warranty Against Contingent Fees

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

## MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **SECTION 3**

#### TERMINATIONS/SUSPENSIONS

A. <u>Termination/Suspension for Breach of Warranty to Maintain Compliance with</u>
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 ten days after the notice is sent.
- 2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
- 3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
- 4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly South County Bus Stop Maintenance

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

for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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

## D. 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.
- Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

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

- 1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
- 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. <u>Termination/Suspension for Nonappropriation of Funds</u>

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

#### **SECTION 4**

#### GENERAL CONDITIONS OF CONTRACT WORK

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

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

## B. <u>Cooperation</u>

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

## C. 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. <u>Equipment, Labor, Supervision, and Materials</u>

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. <u>Labor Law Compliance</u>

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

#### I. Overtime

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

## J. <u>Permits/Licenses</u>

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. <u>Prohibition Against Use of Child Labor</u>

#### 1. Contractor shall:

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

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

#### L. 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. <u>Safety Requirements</u>

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

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

#### C. Workplace Safety Indemnification

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

Districts, Elected Officials, Appointed 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 Contractor shall not be obligated to pertaining to multiemployer worksites. indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

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

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

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

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

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the 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. <u>Cancellation of or Changes in Insurance</u>: 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 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 5. <u>Failure to Maintain Insurance</u>: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- 6. <u>Insurer Financial Ratings</u>: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
- 7. <u>Contractor's Insurance Shall Be Primary</u>: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to

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

Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

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

### E. Compensation for County Costs

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

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

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

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

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

### 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. <u>Chapter 2.202 of the County Code</u>

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

### C. <u>Nonresponsible Contractor</u>

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

### D. Contractor Hearing Board

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

These terms shall also apply to Subcontractors of County Contractors.

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

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

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

### B. Written Employee Jury Service Policy

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this Section, "Contractor" means a person, partnership, 2. 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.

### SAFELY SURRENDERED BABY LAW PROGRAM

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

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 <a href="https://www.babysafela.org">www.babysafela.org</a> for printing purposes.

### COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

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

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

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

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth 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 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. <u>Contractor's Submittal of Certified Monitoring Reports</u>

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. <u>Use of Full-Time Employees</u>

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.

### 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.

### 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 10 percent of the amount of this Contract.
- 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

### LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply 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 Internal Services Department of this information.

### COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

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

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

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

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

### DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a Contract award.

### PROPRIETARY CONSIDERATIONS

### A. Ownership of County Materials

Contractor and County agree that all materials including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

### B. <u>Transfer to County</u>

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks, and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest including, but not limited to, copyrights, trademarks, and patents in and to the County Materials.

### C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third-parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

Contractor shall defend, indemnify, and hold County harmless against any claims by third-parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third-parties, and Contractor shall pay any costs, damages, and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

### D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents, and writings; and otherwise as County may direct.

### E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification, and revisions to all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

### PREVAILING WAGES

### A. <u>Prevailing Wages</u>

The services provided in this Contract constitute "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at <a href="www.dir.ca.gov/dlsr/pwd/index.htm">www.dir.ca.gov/dlsr/pwd/index.htm</a>. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

### B. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

### C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite

and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office 320 W. Fourth Street, Suite 450 Los Angeles, CA 90013 (213) 620-6330

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity, which awarded the Public Works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are

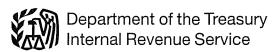
also available at the Department of Industrial Relations website found at <a href="https://www.dir.ca.gov/dlse/PublicWorks.html">www.dir.ca.gov/dlse/PublicWorks.html</a>."

### D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

### E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.



### Notice 1015

(Rev. December 2014)

### 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 2014 are less than \$52,427 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 9, 2015.

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 2014 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 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2014) Cat. No. 205991



## 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.babysafela.org



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

www.babysefela.org

### Safely Surrendered Baby Law

### What is the Safely Surrendered Baby Law?

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

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the haby 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 bables. 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 buy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the haby's aunt and stated the baby's mother had asked her to bring the haby 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 Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



### Ley de Entrega de Bebés Sin Peligro

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

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

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

### ¿Cómo funciona?

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

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen castodia 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, siemper y cuando entreguen a su bebé a on 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 embaigo, 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 acilo 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 hava escuchado historias trágicas sobre bebés abandonados en baxurense 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 entertran. Abandonaton a sus behés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un reción 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-UCHA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta demiro 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 adopturlo por el Departamento de Servicios para Niños y Familias.

### Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

### 2.206.010 Findings and declarations.

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

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

### 2.206.030 Applicability.

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

### 2.206.040 Required solicitation and contract language.

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

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

### 2.206.050 Administration and compliance certification.

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

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

### 2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor;
  - 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 intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
  - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
  - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

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

### 2.206.070 Enforcement and remedies.

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

### 2.206.080 Severability.

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

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

# PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M, inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

				·		·•
	Comments					
	Compliance		□Yes □ No □ N/A	□Yes □ N/A	Yes No N/A	□Yes □No □N/A
	Deductions / Consequences for Failure to Meet Performance Indicator*		\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract	\$100 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract	\$50 per day per shelter	\$50 per occurrence per day
	Performance Indicator		Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements	Discharge of debris into storm drains and/or gutter	Failure to remedy or pressure wash a shelter found to be in an unacceptable condition within two days of receipt of notice from County	Failure to remove graffiti within 24 hours of notification by the Contract Manager
to moment of any part of time contract.	Kequired Service/Tasks	A. SCOPE OF WORK	<ol> <li>Fines by Regulatory and Governmental Agencies</li> </ol>	<ol> <li>Violation of the National Pollutant Discharge Elimination System</li> </ol>	<ol> <li>Pressure Wash Bus Shelters every six weeks</li> </ol>	<ol> <li>Remove or cover graffiti from all exterior surfaces within a 10-foot radius of each bus stop amenity</li> </ol>

<sup>\*</sup>Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

# PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

	nces for Comments  Neet Indicator*	rrence per	rrence per	s bench or $\square$ No le and $\square$ N/A le day for r day for er	rrence per	rrence per
Sitoribad	Consequences for Failure to Meet	\$100 per occurrence per day as outlined in Exhibit A, subsection F.5.g.ii and Section F.10, Reports; and subsection F.4.a.(iv), Safety Inspection		\$50 per each occurrence per day for bus bench or trash receptacle and \$200 per each occurrence per day for bus stop shelter	\$500 per occurrence per day	\$100 per occurrence per s day
Dorformanco	Indicator	Failure to comply with this requirement of submitting the Safety Inspection report within the allotted time frame	Failure to replace leaking or damaged trash receptacles with similar receptacles within 5 working days of notification	Failure to remedy, within 24 hours after notification by the Contract Manager, an emergency removal of a bus stop amenity	Failure to complete repair or replace damaged, faulty or exposed electrical components within 24 hours after notification	Failure to repair or replace shelter lighting within 48 hours of notification by the Contract Manager
Required Service/Tacks		<ol> <li>Submit Safety Inspection Report no later than the 15th day after the end of the previous month</li> </ol>	<ul><li>6. Repair all leaking or damaged trash receptacles within five working days of notice</li></ul>	<ol> <li>Immediately notify the Contract Manager and remove amenities totally destroyed due to fire, accident, or force of nature</li> </ol>	<ol> <li>Electrical malfunction occurs,</li> <li>De-energize the shelter and</li> <li>notify the Contract Manager</li> <li>immediately</li> </ol>	<ol> <li>Electrical lights or solar- powered lighting are found to be malfunctioning at the time of maintenance</li> </ol>

<sup>\*</sup>Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M, inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance	Deductions /	Compliance	Commonte
	Indicator	Consequences for Failure to Meet Performance Indicator*		
10. Recycle old batteries for solar-powered lighting	Failure to recycle old batteries in accordance with all Federal, State, and local regulations	\$200 per occurrence	□Yes □No □N/A	
11. Strictly adhere to the collection schedule and frequency of collection	Failure to maintain the schedule for the manual collection of waste during the hours of service	\$50 per day per unit not collected on the scheduled day	□Yes □No □N/A	
12. Submit Monthly tonnage	Failure to submit this report within 15 days after the last day of the month	\$100 per occurrence per day	□Yes □ No □ N/A	
13. A minimum of 90 percent of the shelters inspected on a quarterly basis shall meet the maintenance requirements indicated in Section F	Failure to comply with this requirement	\$500 per quarter	□Yes □ No □ N/A	
14. Take immediate steps to tape off or prevent public access to the hazard upon notified or discovered of potential hazard or damage that presents a safety concern to the public	Failure to remedy, within 24 hours after notification by the Contract Manager, an emergency repair of a bus stop amenity subject to an emergency nature	\$250 per occurrence per day for bus stop shelter; \$100 per occurrence per day for bus bench or trash receptacle	□Yes □ No □ N/A	

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

# PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments	[] [
IPLOYEES					·
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract Employees who do not pass or is not certified shall be immediately removed	\$100 per employee per day who is not certified as passing the background check	□Yes □No □N/A		
2. Staffing	Staffing levels are equal or exceed contract requirements	\$50 per employee, per occurrence, per day, possible suspension; possible termination for default of contract	□Yes □No □N/A		T
Uniform	Uniforms worn by all day time employees on the job	\$50 per employee, per occurrence (no consequence in SOW)	□Yes □No □N/A		1
4. Training program	Document training of each employee	\$250 per untrained employee(no consequence in SOW)	□Yes □No □N/A		T

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

# PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M, inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tacks	Dorformanco	Dodinetion /			Γ
	Indicator	Consequences for Failure to Meet	Compliance	Comments	
5 Maintain Knowledge of	Completion of training of all	OEO por omplomo por			$\neg \Gamma$
	accepted standards for safe	occurrence (no	_ Yes □ No		
	practices related to the work	consequence in SOW)	V A N □		
C. SUPERVISOR/MANAGERS					T
1. Change in Project Manager	Contractor shall notify the	\$50 per occurrence (no	□Yes		T
	County in writing of any change	consequence in SOW)	% □		·····
	In name or address of the Project Manager		N/A □		***************************************
2. Respond to complaints,	Respond within the time frame	Up to \$500 per complaint	□Yes		T
requests, and discrepancies.	outlined in the Contract	not responded to within	oN □		
		the time frame outlined in the specifications	N/A		
3 Makes Site Inspections	Facility inspected each shift or	&FO non poor production			Т
	as required by Contract	consequence in SOW.			
	•	but LD for fail to submit			
		inspection report timely)			
4. Project Safety Official	Provide a Project Safety	Cessation of all work	□Yes	**************************************	Т
or deliverant shall	Official who shall be thoroughly	activities and	°N □	-	
	Tamillar with the Contractor's	operations at no cost	□N/A		*********
	Injury and lillness Prevention Program and Code of Safe	to the County			
A A Colonia de la Colonia de l					
D. CONTRACT ADMINSTRATION					T
1. Insurance Certifications	Certifications submitted before	\$200 per day;	□Yes		Т
	implementation of contract and	work/contract; possible	% □		
	on a timely basis there-after	suspension; possible	□N/A		**********
		termination for default of			
		contract			

<sup>\*</sup>Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

# PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through M, inclusive, of this Contract (Exhibits A-M) and this PRS, Exhibits A-M shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-M, to clarify Performance Requirements, or to monitor of any part of this Contract.

-				·T	<del>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</del>	T	
Commonte							
Compliance	D	□Yes □No □N/A	□Yes □No □N/A	□Yes □ No □ N/A	□Yes □No □N/A	□ Yes □ No □ N/A	□Yes □No □N/A
Deductions /	Consequences for Failure to Meet Performance Indicator*	\$200 per day; possible suspension; possible termination for default of contract	\$200 per occurrence	\$500 per occurrence; possible suspension; possible termination for default of contract	\$200 per day; possible suspension; possible termination for default of contract	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract	\$500 per occurrence; possible suspension
Performance	Indicator	Valid bond is furnished and not allowed to lapse	Maintain all required documents as specified in contract	Obtain County's written approval prior to subcontracting any work	All license and certifications required to perform the work, if any	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	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA)
Required Service/Tasks		2. Provide Performance Bond	<ol> <li>Record Retention &amp; Inspection/Audit Settlement</li> </ol>	4. Use of Subcontractor without Approval and/or Authorization.	5. License and Certification	6. Assignment and Delegation	7. Safety Requirements

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

# Welding:

- 1. All structural shop welds shall be done by electric shielded arc process. Field welds shall be performed by welders certified or approved by the County of Los Angeles and inspected by the Project/Office Engineer. All steel welding shall conform to the latest edition of American Welding Society Standard D1.1. Electrodes shall conform to the latest edition of American Welding Society Standard A5.1, class E70XX (Low Hydrogen).
- All steel components must be galvanized and welded in accordance with America Welding Society (AWS) D1.1. All aluminum welding shall conform to the latest edition of American Welding Society Standard A5.10, class ER-4043.

### Structural Materials:

Extruded aluminum members shall be aluminum 6063-T5 or better. Structural steel shall conform to American Society and Material (ASTM) A-36, minimum yield strength of 36,000 psi or of equal/better strength which are readily available. Structural tubing shall have rounded edges and conform to ASTM A501 or A-53 Grade B. All structural framing members and mullions shall be one-piece seamless extruded tubes of aluminum 6061-T6 or 6063-T5 alloy.

### **Durability:**

Shelters shall be designed to withstand minimum dead loads of 40 psf and minimum wind loads of 75 mphs or that required by the latest edition of the Los Angeles County Building Code. Shelters must be designed to withstand a variety of conditions including, at a minimum, inclement weather, salt air, high winds, and bright sunlight.

### Paint:

Shelter frame color shall be black. Paint must be applied with baked polyurethane or powder coated finish. All exposed steel and iron components shall be shop galvanized and powder coated after welding and assembly.

### Structure:

Below is the approximate description and dimensions of the bus stop shelter (equivalent dimensions will be accepted):

- 1. Style: Seating Component Manufacturing Model-CLA 13, LNI Aurora Series Model-SL 13, or Department-approved equal.
- 2. Shape: Peak Spanish style roof, with the shelter layout based approximately on the designs shown on Exhibit H.2.1 for shelters with PSA panels, and shown on Exhibit H.1.1 for shelters with no PSA panels.
- 3. Roof Material: Shall be chemically treated to prevent the accumulation of dirt and dust. Roof tile shall be fire-resistant with Class A rating. Roof tile shall have Spanish style roof tile profile.
- 4. Roof Dimensions: approx. 13'-8" x 5'-0" (with no PSA panels) or approx. 13'-8" x 5'-8" (with PSA panels). The height of roof shall be approximately 1'- 6" from peak to base of roof perimeter and the length of peak of roof shall be approximately 9'- 8".
- 5. Roof Type: Peak Spanish style tile roof. Roof design shall also include two horizontal conduits, one to be used as a gutter and the other will house the electric wiring and serve as a conduit that supports electronic message display device if applicable. Roof style for said shelter is High Peak Roof.
- 6. Height of Shelter: 8'-4" (approx. height to ceiling).
- 7. Width of Shelter: 5'-0" with no PSA panels or 5'-8" with PSA panels. Edge of shelter overhang shall be a minimum of 2'-6" away from edge of sidewalk. Distance between the front and back columns of the right-side panel (facing the shelter from the street) shall be 3'-0" on center, and left-side panel (facing the shelter from the street) shall be 4'-3" on center as shown on Exhibit H.2.2 and Exhibit H.2.3 for shelters with PSA panels, and distance between the front and back columns shall be 3'-0" on center as shown on Exhibit H.1.2 and Exhibit H.1.3 for shelters with no PSA panels.
- 8. Decorative Iron Frame: The rear panel and the one side panel that is facing the oncoming traffic, shall be Maravilla style wrought iron for shelters installed in the South County area as shown in Exhibit H.2.1. Other panel designs that blend aesthetically with the surrounding

community and will protect patrons from the inclement weather must be approved by the County.

- 9. Two-sided Public Service Announcement (PSA) Panel: Two-sided panel with be placed along one side of the shelter that is not facing the oncoming traffic, as shown on the sketch to post public service announcements. Each panel shall hold poster with a display area of 46" wide x 67" long and an overall size of 47" wide x 70" long. The frame of the panel shall be welded to the structure and panel shall have a locking mechanism for securing and replacement of posters.
- 10. Glass or Glazing: Materials used for PSA panels placed against advertisements shall be a minimum thickness of 3/8" clear or tinted tempered safety glass, same thickness of glazing clear or bronze tinted acrylic, polycarbonate, or mar-resistant polycarbonate, or better material approved by the director. At locations experienced with high vandalism, acrylics plastic panel may be used. Optional glazing frames shall be jointed with continuous extruded PVC dry set tubes.
- 11. All fasteners shall be concealed or vandal-resistant.
- 12. The shelters are to be anchor bolted to the sidewalk at a minimum of 3" deep into concrete sidewalk with vandal resistant hardware to prevent accidents, vandalism, or theft.

### Installation of Solar Lighting System (integrated into bus shelter):

- 1. Solar Panel array shall be 40 watts (W) and consist of Mono or Polycrystalline silicon cells with voltage at peak power of 17 volts (V). Current power shall be 2.36 Amps (A). The solar panel shall have a minimum of a ten-year warranty.
- 2. Enclosed Power Unit (EPU): The EPU shall be constructed of .090 aluminum or Department-approved equal. The solar panel shall be fastened to the EPU using vandal-resistant hardware. The battery, system controls and Direct Current (DC) inverter ballast shall be housed in the EPU. The EPU shall have a minimum of a ten-year warranty.
- 3. Solar Lighting Controller: The solar lighting controller shall be protected with a 20A fuse. The fuse shall be in a sealed, weather-resistant holder. The controller shall have a minimum of a five-year warranty.
- 4. Run Operation for Illumination: Lighting will be on from dusk to dawn.

- 5. Transformer: The transformer shall be matched to the lamp. The transformer shall have a minimum of a five-year warranty.
- 6. Luminaire: The luminaire shall consist of a Light Emitting Diode (LED) lamp unit with SOL Max-Lite reflector or Department-approved equal that provides a minimum average of 0.9 foot-candle (fc) from grade level inside the bus stop shelter. Lamp shall have an average life of a minimum of 100,000 lamp hours and shall be maintenance free. The LED lamp shall be embedded in a platform as one unit for convenience. The reflector shall be constructed of polycarbonate to protect against severe impact and vandalism and shall be mounted to the ceiling with vandal-resistant hardware. The reflector shall be warranted for the life of the system.
- 7. Battery: The battery shall be Gel-Tech Type, 12 V sealed valve regulated gel cell rated for a minimum of 32 amper-hours at the 100-hour rate or Department-approved equal. The battery of the nonadvertising bus stop shelter, when fully charged, shall have a minimum of 72 hours reserve capacity for the overall system. The battery must be maintenance free and use no water and shall have a minimum of a five-year prorated warranty.
- 8. Self-Test: For ease of maintenance, the system shall be capable of activation during the day via a locking switch or other similar device to test if the system is functioning. Activation of the self-test switch must be possible without opening the EPU or luminaire.
- 9. Powder Coating: All exterior aluminum components shall be powder coated.
- 10. Original Manufacturers Specification Sheets: Specification sheets must be provided for all components and the Contractor must provide information showing that all products provided conform to our specifications.
- 11. Drawings: Working drawings showing all systems listed above and their attachment to the shelter must be provided.
- 12. Solar Panel Orientation: A platform designed to hold the solar collector is an integral part of the roof design. The platform is designed to pivot and lock into place so that the collectors receive optimum contact with the sun by pointing to the south no matter which direction the shelter is installed in. The pole is installed to rise perpendicular to the roof and is to be powder coated the same color as the roof fascia. Roof style for said shelter is High Peak Roof.

### Street Furniture:

Shelters will have a minimum clearance of 42" from any fixed object or other obstruction (i.e., street lights, power poles, trees, face of curb etc.) except for a building or other structure located on private property.

### Americans with Disabilities Act Requirements:

- 1. Shelters, benches, and trash receptacles shall be in compliance with the Americans with Disabilities Act of 1990 and all other applicable State and Federal accessibility laws, whichever is more stringent.
- 2. To the maximum extent allowed by legal or site constraints, bus stop pads shall have a clear length of 96" minimum measured perpendicular to the curb or vehicle roadway edge and a clear width of 60" minimum measured parallel to the curb or vehicle roadway edge as shown on Exhibit H.3.
- 3. There must be a minimum clear floor area of 30" x 48" within the bus stop shelter. Accessible path of travel must be at least 48" wide.
- 4. The minimum turning space required for a 90-degree turn for a person in a wheelchair from a 36" path into another 36" path must be at least 36" x 84".
- 5. All traffic control, installation and other work performed under this Contract must be in compliance with the Americans with Disabilities Act and its accessibility guidelines.

# Other Requirements:

- 1. Drawings and Calculations: Mechanical drawings and calculations showing method of installation, material to be used, wind loads, and all necessary details must be submitted and approved by Public Works before installation of any systems are allowed. Contractor must also submit calculations showing the solar energy will adequately provide the electricity required in these specifications.
- 2. Permits: Contractor shall obtain all permits necessary for the work (i.e., Excavation permits, Encroachment permits, etc.), all of which shall be paid at Contractor's own expense.
- 3. Traffic Control: Contractor shall be responsible for setting traffic control at all project sites in compliance with the latest edition of Manual on Uniform Traffic Control Devices issued by the Federal Highway Administration.

4. Workmanship: All construction shall conform to the latest edition of Standard Specifications for Public Works Construction; all work and workmanship found to be substandard or inadequate by Public Works shall be corrected at no cost to the County.

# SPECIFICATIONS FOR NON-ADVERTISING BUS STOP BENCH WITH BACK SUPPORT AND ARMREST

### **General Requirement:**

- 1. The benches are to be anchor-bolted to the sidewalk at a minimum of 3" deep into the concrete sidewalk with vandal-resistant hardware to prevent accidents, vandalism, or theft.
- 2. The benches must be powder-coated to facilitate graffiti abatement and routine maintenance.
- 3. The installation of the benches must be in compliance with the Americans with Disabilities Act and its accessibility guidelines.

## Below is the approximate description and dimensions of the bench:

- Shape: The overall contour and design shall be similar to that shown in Exhibit H.4.
- Dimensions: 6'-0" by 2'-7" x 2'-4".
- Seating surface: 1/4" by 2" steel bars and 2.5" O.D. steel pipe.
- Support: 1-1/8" square steel bar.
- Fasteners: 1/2" stainless Zinc Hilti anchors or County approved equal.
- Finish: Polyester powder finish.
- Style: LNI Aurora Series Model BL-6 Bench, Du Mor Bench 58, or Public Works approved equal.
- Color: Black.

P:\aspub\CONTRACT\Ani\TRANSITSTOP NORTH & SOUTH\2015\RFP- South County\Exhibit G.2- Specs Bench.doc

# SPECIFICATIONS FOR A TRASH RECEPTACLE WITH ALUMINUM LINER AND KEY-LOCKING DOME TOP

- 1. Style: LNI Aurora Series Model TC-32, Seating Component Model 32 CLTRID, Du Mor Receptacle 84, or Public Works-approved equal.
- 2. Shape: Approximate the design shown in Exhibit H.5.
- 3. Nominal capacity: 32 gallons.
- 4. Color: Black
- 5. Outside frame made of steel slats with aluminum liners that sit inside to contain trash.
- 6. Mounting Floor mounting with steel angle plates (L-bracket) approximately 2" x 2" or equivalent with a hole for anchoring 1/2" stainless zinc Hilti anchors into the concrete at a minimum of 3" deep to secure receptacle to concrete pad or sidewalk firmly.
- 7. Placement of Trash Receptacle: Minimum clear distance of 42" to any other fixed object as shown in Diagram-6A for bus stop with concrete improvement and Diagram-6B for bus stop without concrete improvement.
- 8. The trash receptacle shall be placed at least 1'–6" away from the back of the curb and 1' away from the back of curb.
- 9. Orientation of a Trash Receptacle: A trash receptacle should always be placed on the right side of the bus stop. The right side of the bus stop is determined by standing at the bus stop and facing the street. A trash receptacle may not be placed differently due to existing objects or geographic constraints without Director/Designee consent.
- 10. Dome or rain bonnet shall be mounted on top of trash receptacle. The dome or rain bonnet must be firmly secured with locking ring or hinges to the outside frame of the trash receptacle to prevent unauthorized removal of the dome or the inner drum. Dome or rain bonnet and outside trash receptacle frame must have lock hasps for padlock. Contractor will not be responsible for providing padlock.
- 11. The aluminum liner must be secured with a chain or high tensile strength wire to the frame of the trash receptacle or secured in an alternative way acceptable to Director/Designee to prevent unauthorized removal of the liner.
- 12. Entire assembly must be powder coated to resist corrosion and weathering.

# SPECIFICATIONS FOR A TRASH RECEPTACLE WITH ALUMINUM LINER AND KEY-LOCKING DOME TOP

13. Americans with Disabilities Act Requirements: Trash receptacles shall be installed in compliance with the Americans with Disabilities Act of 1990 and all other applicable State and Federal accessibility laws, whichever is more stringent.

P.\aspub\CONTRACT\Ani\TRANSITSTOP NORTH & SOUTH\2015\RFP- South County\Exhibit G.3- Specs Trash Receptacle.doc

### **Equipment Specifications:**

- 1. Style: Model No. PV-STOP manufactured by Urban Solar Corporation, or Public Works approved equal.
- 2. Solar Panel: The width and length of the solar panel, including frame, shall have a dimension range from 16"-36" that consist of a minimum area of 400 square inches. The solar panel shall have a minimum output of 25 watts (W) during the peak charging time of 1 p.m. The panel shall consist of Mono or Polycrystalline silicon cells with by-pass diodes to keep broken and/or shaded sections from interfering with the output of the functioning sections. The solar panel must be protected from UV rays and shall have a minimum of a ten-year warranty from output degradation below 25 W at peak charging time and panel deterioration. Bidders must submit supporting electrical power calculation for review.
- 3. Battery: The battery for the solar light pole, when fully charged, shall have a reserve capacity sufficient to provide the required illumination for a minimum of three days while operating 14.5 hours per day without any solar charging. The battery shall be valve regulated 12 V nominal and rated at least 20 AH at the 20-hour rate. The battery shall be maintenance free, use solid or gelled electrolyte, and shall have a minimum of a 5-year prorated warranty.
- 4. Electrical Wiring and Connections: Power conductors connecting the solar panel, charge controller, battery, light controller, and luminaire assembly shall be copper, a minimum capacity of stranded No. 14 American Wire Gauge (AWG). All other signal and control wiring shall be copper and may range from No. 16 to No. 20 AWG. All exposed metallic surfaces from the solar panel frame to the pole shall be grounded with a minimum No. 14 AWG copper conductor that are bonded to a suitably ground rod or a grounding plate. Connectors shall be waterproof. Circuit board and electronic components shall be conformal coated.
- 5. Light Emitting Diodes (LED): High intensity white LED lamp unit or Public Works-approved equivalent that provides a minimum of 2.0 fc of light, above ambient light levels for the illumination area when measured at the ground. Luminaire shall have a minimum of four LEDs per luminaire assembly. Each LED shall have an average life of 100,000 lamp hours and will require minimal maintenance. The luminaire shall be embedded in a platform as one unit for convenient replacement. If 25 percent of the LEDs quit working, a minimum of 1.3 fc of light, above ambient light levels shall still be provided. The luminaire should be adjustable by turning it a minimum of 180 degrees away from

the solar panel's orientation to maximize sun exposure and flexibility of lighting area. The luminaire assembly shall have a lens/diffuser as the outermost protective covering. The lens/diffuser shall be constructed to endure severe impact and vandalism and shall be mounted with vandal-proof hardware. The lens shall be shatter-resistant and have a minimum of a one-year warranty.

- 6. Enclosed Power Unit (EPU): The EPU shall be constructed of corrosion-resistant aluminum covered by the solar panel and shall be weather-resistant and fastened to the pole using tamperproof security hardware. The EPU shall be equipped with a lockable housing area so that the battery, system controller, and DC inverter ballast are secured within the housing area. The EPU shall have a minimum of a ten-year warranty.
- 7. Solar Lighting Controller: The solar lighting controller must have a "Low Voltage Dropout" setting or features approved by Public Works to disconnect all outputs at a certain battery voltage in order to avoid the battery from being discharged fully, harming the battery's recharging ability, and shortening its life. Controller must be protected with a fuse that is sealed inside the EPU. The controller shall have a minimum of a five-year warranty.
- 8. Self-Test: The system shall be equipped with a self-test switch. Activation of the self-test switch must be possible without opening the EPU.
- 9. Pole: Shall be a round 120" long, 2" diameter, steel pole, or Public Works-approved equivalent with solar panel and battery enclosure unit mounted at the top of the pole. Exhibit H.7 shows the approximate design.
- 10. Paint: Solar light poles must be painted silver. Paint must be applied with a baked polyurethane finish. All exterior aluminum components shall have polyurethane powder coating.
- 11. Transit Schedule Display Unit: Models for Metropolitan Transportation Authority (Metro) shall be manufactured by Laird Plastics [Tel: (718) 257-4444].
  - i. The unit shall be a rectangular metal cube that is approximately 23-3/8" high by 8" wide x 7" long. Approximate designs shown on Exhibit H.8. Display surface must be covered with transparent acrylic panel for clear display and protection purposes. The four display surfaces will be 22-1/8" high x 5-5/8" wide. The unit must have sufficient space between the display surface and acrylic panel to accommodate a

Metro insert that is 23-1/8" high by 6-5/8". The panels must be secured by vandal-resistant screws to safely keep inserts inside the panel. A sample of a Metro display unit may be viewed at the bus stop located on eastbound Cesar Chavez Avenue at nearside of Virgnes Street in Los Angeles.

## 12. Durability:

- a. Solar light poles shall be designed to withstand minimum wind loads of 75 mph.
- b. Solar light poles must be designed to withstand a variety of conditions including, at a minimum, inclement weather, salt air, high winds, bright sunlight, and earthquakes.
- c. All parts and components shall be secured with tamperproof security hardware.

### 13. Performance Guarantees:

- a. Run Operation: Lighting will be from dusk to dawn.
- b. Operating Range: Temperature range shall be from -40 degrees Farenheit to +176 degrees Fahrenheit (-40 degrees Celsius to +80 degrees Celsius). Humidity operating range shall be from 20 percent to 90 percent humidity.
- c. Illumination Area: The area illuminated by the light shall be a minimum of a 5' diameter circular area on the ground when the light source is 10' above the ground.
- d. Original Manufacturer's Specification Sheets: Original Manufacturer's Specification Sheets must be provided for all components of the solar light poles.
- e. Warranty: The overall integrity of the system shall have a minimum of a two-year warranty.

### Installation Requirements:

- 1. Base: Contractor shall replace, relocate, or reinstall solar light pole with surface-mount method with supporting structural calculations approved by the Director/Designee before work commences.
- 2. Placement: As shown on Exhibit H.11, the solar light pole must be placed on the right-hand side of the bus shelter when facing the bus shelter from the street or at either side of the bus stop sign pole if there is no bus shelter. Depending on the terrain of each site, the solar light pole must be installed as close as possible to the edge of curb, but no less than 30" perpendicular from the edge of curb (36" from face of curb) to avoid obstructing the bus path while still allowing adequate clearances for wheelchair access. Alternate locations must be reviewed and approved by Public Works.
- 3. Mounting of Schedule Display Unit: The top of the transit schedule display unit shall be mounted 5' 0" +/- 1/2' above the ground so that the information displayed is fully accessible by persons in wheelchairs.
- 4. Orientation: The solar panel must be oriented to face south to southwest to provide solar charging capacity sufficient to meet all requirements noted herein during the shortest daylight periods of the year.
- 5. Underground Utility: Contractor must verify and avoid conflicts with underground utilities, if any.
- 6. Mechanical Drawings: Mechanical drawings showing method of installation, material to be used, and all necessary details must be submitted and approved by Public Works before installation of any systems are allowed.
- 7. Permits: Contractor shall obtain all permits necessary for the work (i.e., excavation permits, encroachment permits, etc.), all of which shall be paid at Contractor's own expense.
- 8. Traffic Control: Contractor shall be responsible for setting traffic control at all project sites in compliance with the latest edition of Manual on Uniform Traffic Control Devices issued by the Federal Highway Administration.

- 9. Workmanship: All construction shall conform to the latest edition of Standard Specifications for Public Works Construction; all work and workmanship found to be substandard or inadequate by Public Works shall be corrected at no cost to the County.
- 10. American Disabilities Act: All traffic control, installation, and other work performed under this contract must be in compliance with the Americans with Disabilities Act of 1990 (ADA). Light poles must only be installed a minimum of 36" from the face of curb and 42" on either side of an obstruction.
- 11. Prior to Public Works acceptance of the solar light pole and its installation, the functionality of the solar light pole shall be demonstrated. The functionality will include illumination area measurements, luminaire output, battery charging capacity, and battery storage capacity at each site.

## **Equipment Specification:**

- 1. Style: Model No. 04-01-A manufactured by All Purpose Manufacturing, Inc., or Public Works approved equal.
- 2. Solar Panel: The width and length of the solar panel, including frame, shall have a dimension range from 16"-36" that consist of a minimum area of 400 square inches. The solar panel shall have a minimum output of 25 W during the peak charging time of 1 p.m. The panel shall consist of Mono or Polycrystalline silicon cells with by-pass diodes to keep broken and/or shaded sections from interfering with the output of the functioning sections. The solar panel must be protected from Ultra Violet rays and shall have a minimum of a ten-year warranty from output degradation below 25 W at peak charging time and panel deterioration. Bidders must submit supporting electrical power calculation for review.
- 3. Battery: The battery for the solar light pole, when fully charged, shall have a reserve capacity sufficient to provide the required illumination for a minimum of three days while operating 14.5 hours per day without any solar charging. The battery shall be valve regulated, 12 V nominal and rated at least 20 AH at the 20-hour rate. The battery shall be maintenance free, use solid or gelled electrolyte, and shall have a minimum of a 5-year prorated warranty.
- 4. Electrical wiring and connections: Power conductors connecting the solar panel, charge controller, battery, light controller, and luminaire assembly shall be copper with a minimum capacity of stranded No. 14 AWG. All exposed metallic surfaces from the solar panel frame to the pole shall be grounded with a minimum No. 14 AWG copper conductor that is bonded to a suitably ground rod or a grounding plate. All other signal and control wiring shall be copper, and may range from No. 16 to No. 20 AWG. Connectors shall be waterproof. Circuit board and electronic components shall be conformal coated.
- 5. Light Emitting Diodes (LED): High intensity white LED lamp unit or Public Works approved equivalent that provides a minimum of 2.0 fc of light, above ambient light levels, for the illumination area when measured at the ground. Luminaire shall have a minimum of four LEDs per luminaire assembly. Each LED shall have an average life of 100,000 lamp hours and will require minimal maintenance. The luminaire shall be embedded in a platform as one unit for convenient replacement. If 25 percent of the LEDs in the luminaire assembly quit working, a minimum of 1.3 fc of light above ambient light levels, shall still be provided. The luminaire should be adjustable by turning it a minimum 180 degrees away from the solar panel's orientation to maximize sun

exposure and flexibility of lighting area. The luminaire assembly shall have a lens/diffuser as the outer most protective covering. The lens/diffuser shall be constructed to endure severe impact and vandalism and shall be mounted with vandal-proof hardware. The lens shall be shatter resistant and have a minimum of a one-year warranty.

- 6. Enclosed Power Unit (EPU): The EPU shall be constructed of corrosion-resistant aluminum covered by the solar panel and shall be weather-resistant and fastened to the pole using tamperproof security hardware. The EPU shall be equipped with a lockable housing area so that the battery, system controller, and DC inverter ballast are secured within the housing area. The EPU shall have a minimum of a ten-year warranty.
- 7. Solar Lighting Controller: The solar lighting controller must have a "Low Voltage Dropout" setting, or features approved by Public Works, to disconnect all outputs at a certain battery voltage in order to avoid the battery from being discharged fully, harming the battery's recharging ability, and shorting its life. The controller must be protected with a fuse that is sealed inside the EPU. The controller shall have a minimum of a five-year warranty.
- 8. Self-Test: The system shall be equipped with a self-test switch. Activation of the self-test switch must be possible without opening the EPU.
- 9. Pole: Shall be a round 120" long, 2" diameter, steel pole, or Public Works approved equivalent with solar panel and battery enclosure unit mounted at the top of the pole. Exhibit H.7 shows the approximate design.
- 10. Transit Schedule Display Unit: Models manufactured by Transit Information Products (www.transitproducts.com) or Public Works approved equal.
- Paint: Solar light poles must be painted silver. Paint must be applied with a baked polyurethane finish. All exterior aluminum components shall be polyurethane powder coated.

12. Transit Schedule Display Unit: Two display unit designs are required to accommodate Foothill Transit's maps and schedules. The Type I design is shown in Exhibit H.9 and the Type II design is shown in Exhibit H.10. Both are described on the following pages:

Туре	Quantity	Overall size (Diametric width x Height	Display size (Diametric width x Height	Graphic Insert size (Width x Height)
1	59	8 1/4" x 24"	8" x 14" (24" perimeter)	24 5/8" x 15 5/8"
11	16	8 1/4" x 32"	8" x 22" (24" perimeter)	24 5/8" x 22 3/4"

Units must be aluminum carousels mount directly onto any pole with a diameter of between 1.75" to 3.2". The carousel must rotate freely on dual bearings so that the maps and schedules may be fully readable by a stationary observer. Bearings shall be constructed of outdoor-grade materials with stainless steel ball bearings that will not rust, corrode, or require any maintenance, upkeep, or lubrication. A note must be attached to the carousel indicating that the carousel can be rotated. End caps must be smoothly rounded, painted blue using a color code of DU 2268 paint, and shall be alodine dipped prior to polyurethane powder coating to maximize paint life. Display window shall have no seams or obstructions, and shall offer 360 degrees of unobstructed viewing area, and shall be suitable for long-term exposure to the weather. UV rays, and the outdoor elements. The display area shall be covered with a 1/8" thick clear abrasion resistant polycarbonate panel for clear display and protection purposes. The unit must have sufficient space between the display surface of the cube and acrylic panel to accommodate a Foothill Transit bus schedule insert with measurements as stated above. All mounting hardware shall be included.

All parts and components of the unit shall be fabricated from weatherproof materials that are suitable for long-term outdoor exposure. Product shall be of durable and vandal resistant design, suitable for long-term use in a public transit environment. All corners shall be smoothly rounded for maximum public safety. Product shall have the capacity to display stainless steel Americans with Disabilities Act compliant braille and tactile information.

The purpose of the end caps are to restrict the placement of refuse in between the unit body and the mounting rail, retain the polycarbonate display panel, and

to allow drainage while denying access to the inserts behind the display panels. The unit must be secured with vandal resistance screws to avoid insert from being removed easily, while allowing the replacement of insert with no major disassembly of the unit.

An example of a Type I unit may be viewed at the bus stop located on the south side of Huntington Drive east of Mountain Avenue in the City of Monrovia, and an example of a Type II unit may be viewed on west side of Mountain Avenue south of Huntington Drive in the City of Monrovia.

# 13. Durability:

- a. Solar light poles shall be designed to withstand minimum wind loads of 75 mph.
- b. Solar light poles must be designed to withstand a variety of conditions including, at a minimum, inclement weather, salt air, high winds, bright sunlight, and earthquakes.
- c. All parts and components shall be secured with tamperproof security hardware.

### 14. Performance Guarantees:

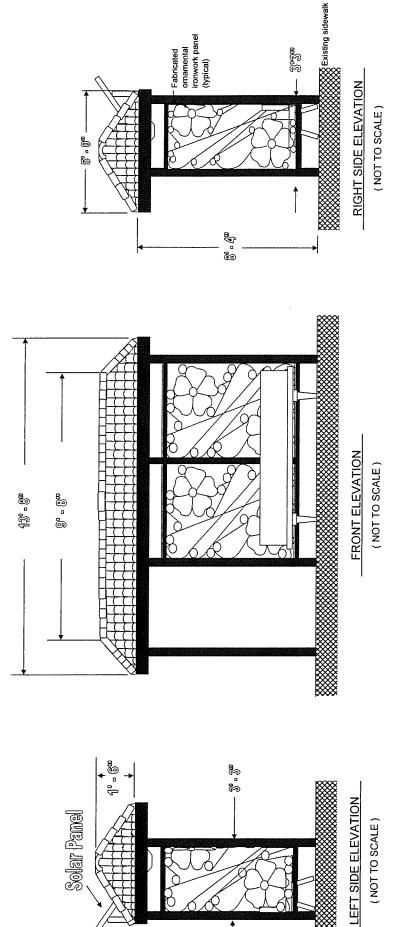
- a. Run Operation: Lighting will be from dusk to dawn.
- b. Operating Range: Temperature range shall be from -40 degrees Fahrenheit to +176 degrees Fahrenheit (-40 degrees Celsius to +80 degrees Celsius). Humidity operating range shall be from 20 percent to 90 percent humidity.
- c. Illumination Area: The area illuminated by the light shall be a minimum of a 5' diameter circular area on the ground when the light source is 10' above the ground.
- d. Original Manufacturer's Specification Sheets: Original Manufacturer's Specification Sheets must be provided for all components of the solar light poles.
- e. Warranty: The overall integrity of the system shall have a minimum of a two-year warranty.

### Installation Requirements:

- 1. Base: The solar light poles are currently embedded with 3' depth of foundation. In the event of replacement, relocation, or reinstallation, contractor shall install the solar light poles using the surface-mount method with structural calculations approved by the Director/Designee and restore sites in original condition.
- 2. Placement: As shown on Exhibit H.11, the solar light pole must be placed on the right-hand side of the bus shelter when facing the bus shelter from the street or at either side of the bus stop sign pole if there is no bus shelter. Depending on the terrain of each site, the solar light pole must be installed as close as possible to the edge of curb, but no less than 30" perpendicular from the edge of curb (36" from face of curb) to avoid obstructing the bus path while still allowing adequate clearances for wheelchair access. Alternate locations must be reviewed and approved by Public Works.
- 3. Mounting of Schedule Display Unit: The top of the transit schedule display unit shall be mounted 5' 0" +/- 1/2" above the ground so that the information displayed is fully accessible by persons in wheelchairs.
- 4. Orientation: The solar panel must be oriented to face south to southwest to provide solar charging capacity sufficient to meet all requirements noted herein during the shortest daylight periods of the year.
- 5. Underground Utility: Contractor must verify and avoid conflicts with underground utilities, if any.
- 6. Mechanical Drawings: Mechanical drawings showing method of installation, material to be used, and all necessary details must be submitted and approved by Public Works before installations of any systems are allowed.
- 7. Permits: Contractor shall obtain all permits necessary for the works (i.e., Excavation permits, Encroachment permits, etc.), all of which shall be paid at contractor's own expense.
- 8. Traffic Control: Contractor shall be responsible for setting traffic control at all project sites in compliance with the latest edition of the Manual on Uniform Traffic Control Device issued by the Federal Highway Administration.

- 9. Workmanship: All construction shall conform to the latest edition of the Standard Specifications for Public Works Construction; all work and workmanship found to be substandard or inadequate by Public Works shall be corrected at no cost to the County.
- 10. Americans with Disabilities Act: All traffic control, installation, and other works performed under this contract must be in compliance with the American with Disabilities Act of 1990. Light poles must only be installed a minimum of 36 " from the face of curb and 42" on either side of an obstruction.
- 11. Prior to acceptance of the solar light pole and its installation by Public Works, the functionality of the solar light pole shall be demonstrated. The functionality will include illumination area measurements, luminaire output, battery charging capacity, and battery storage capacity at each site.

DIAGRAM OF SOLAR POWERED / NON-ADVERTISING BUS SHELTER (NO PSA PANELS) BLACK FRAME AND RED TILE ROOF WITH BACK SUPPORT BENCH **EXHIBIT H.1.1** 



1

NOT All dimensions are approximations.

DIAGRAM OF TYPICAL NON-ADVERTISING BUS SHELTER (No PSA Panels)
WITH STREET RIGHT-OF-WAY AND MINIMUM CLEARANCES **EXHIBIT H.1.2** 

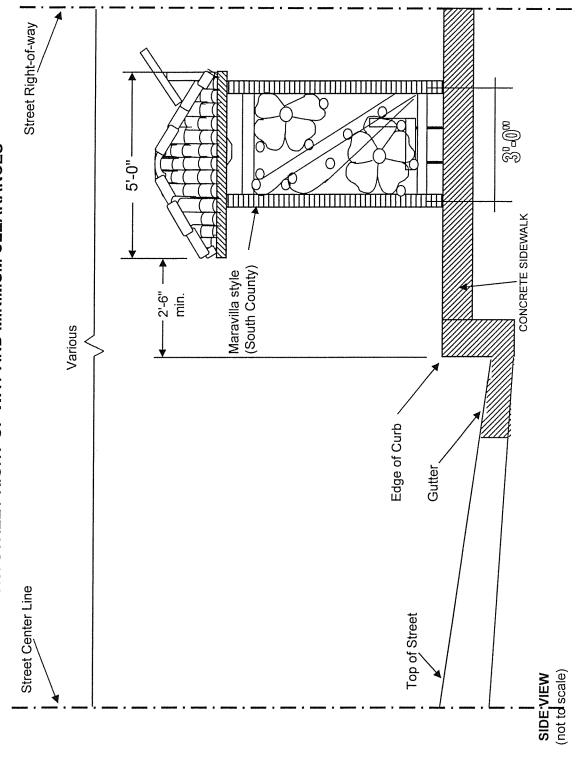
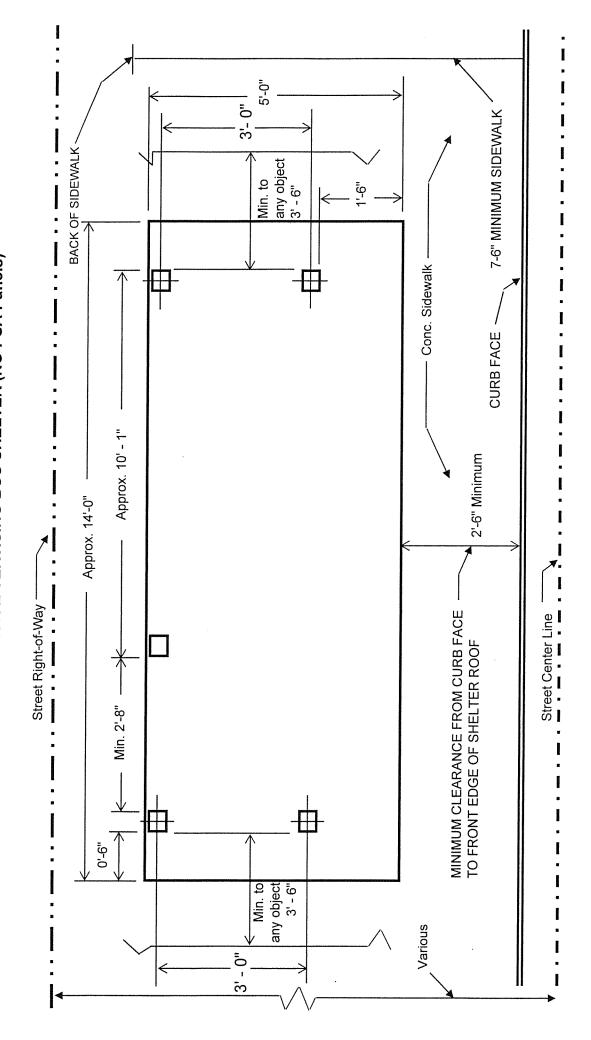
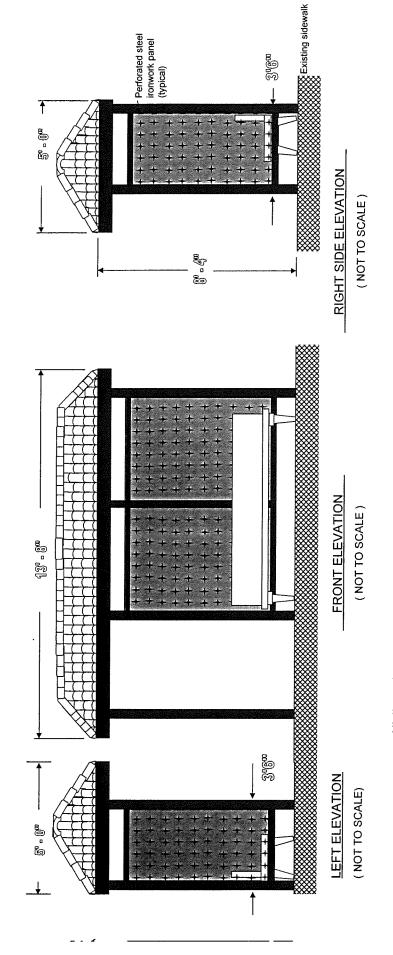


DIAGRAM OF STREET RIGHT-OF-WAY AND MINIMUM CLEARANCES FOR TYPICAL NON-ADVERTISING BUS SHELTER (NO PSA Panels) **EXHIBIT H.1.3** 



TOP VIEW (not to scale)

# EXHIBIT H.1.4 - DIAGRAM OF SOLAR POWERED / NON-ADVERTISING BUS SHELTER (NO PSA PANELS) BLACK FRAME PERFORATED PANELS AND RED TILE ROOF WITH BACK SUPPORT BENCH

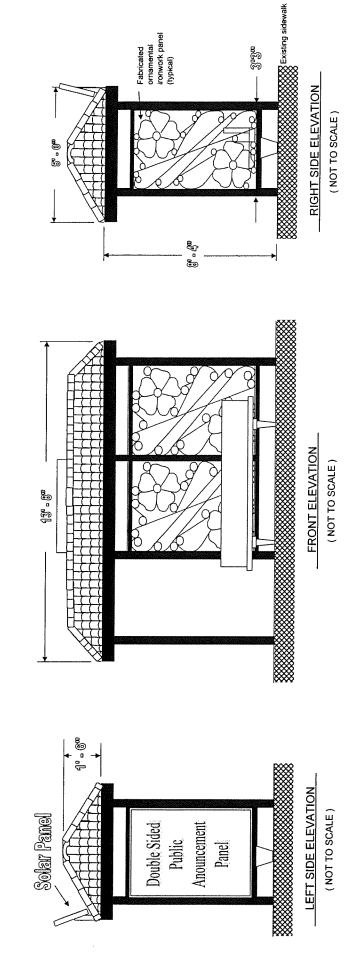


All dimensions are approximations. The left decorative frame is identical to the right side.

EXHIBIT H.2.1

DIAGRAM OF SOLAR POWERED / NON-ADVERTISING BUS SHELTER (WITH PSA PANELS)

BLACK FRAME AND RED TILE ROOF WITH BACK SUPPORT BENCH



NOTE: All dimensions are approximations. The left side has a double sided public anouncement panel.

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DIAGRAM OF STREET RIGHT-OF-WAY AND MINIMUM CLEARANCES FOR TYPICAL NON-ADVERTISING BUS SHELTER (with PSA Panels) **EXHIBIT H.2.2** 

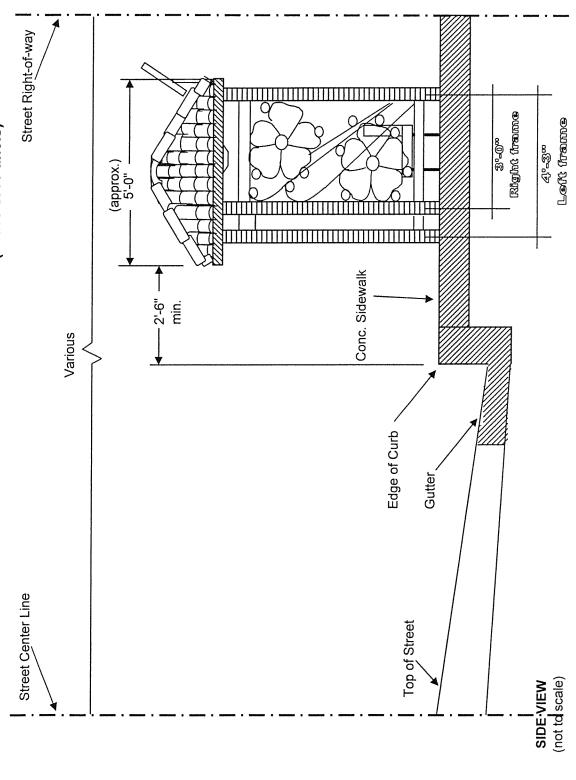
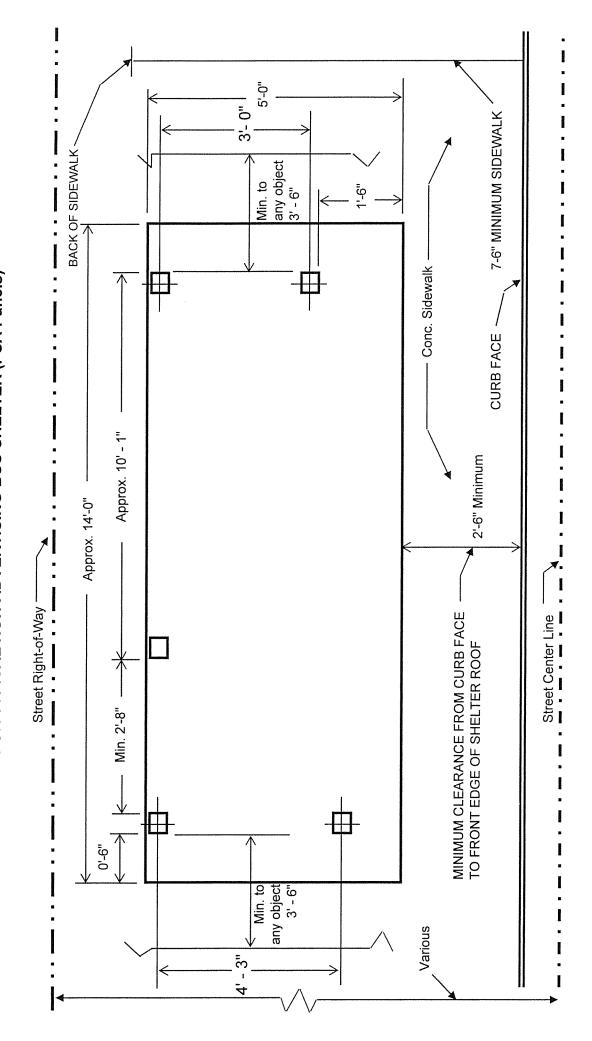


DIAGRAM OF STREET RIGHT-OF-WAY AND MINIMUM CLEARANCES FOR TYPICAL NON-ADVERTISING BUS SHELTER (PSA Panels) **EXHIBIT H.2.3** 



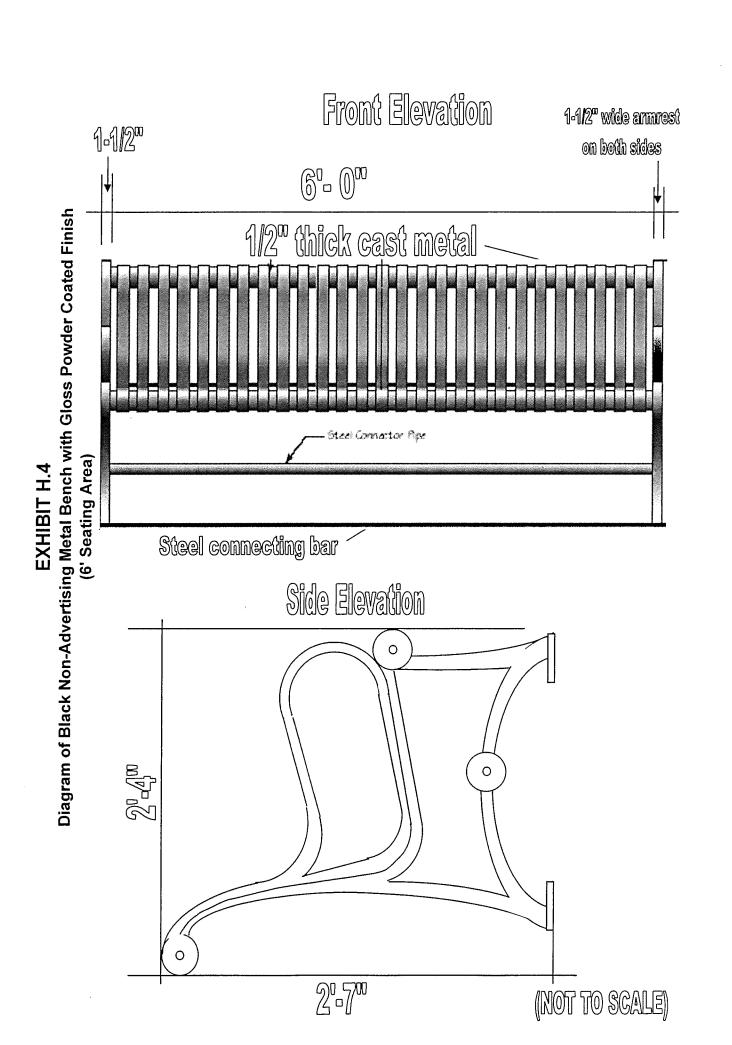
TOP VIEW (not to scale)

Glear width of 36" Accessible route Bus bench Approx. 10' - 1" Approx. 14'-0" DIAGRAM OF AMERICAN DISABILITIES ACT (ADA) Street Right-of-Way 488m REQUIREMENT FOR BUS STOP Regulirement) Glear Space 30" x 48" Min. 2'-8" **EXHIBIT H.3** 0'-6" Glear Space Naquired Nor 90 Degree Turn 36° X 84° Glear Space required (ADA Requirements) for Bus Stop 60° x 96°

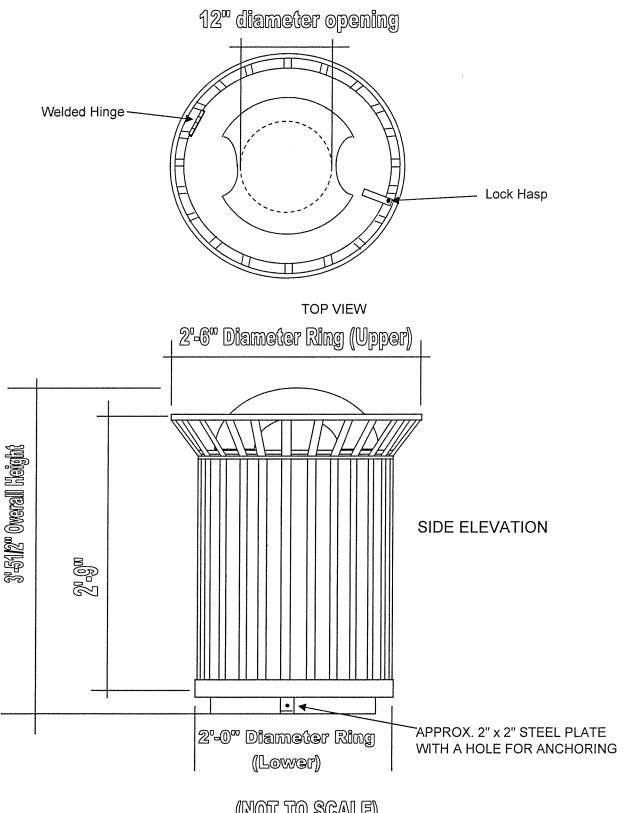
(NOT TO SCALE)

Back of curb

Street Center Line



**EXHIBIT H.5** DIAGRAM OF 32-GALLON TRASH RECEPTACLE WITH HARD PLASTIC LINER AND KEY-LOCKING DOME TOP

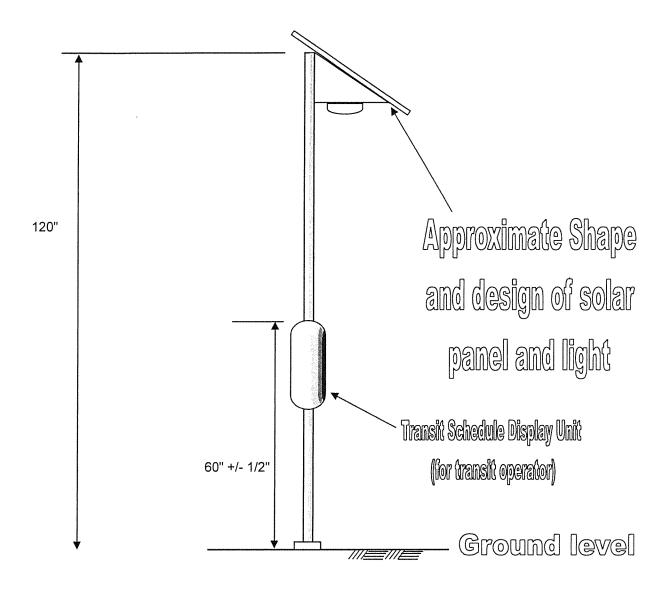


(NOT TO SCALE)

# **EXHIBIT H.6**

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# EXHIBIT H.7 DIAGRAM OF STAND-ALONE SOLAR POWERED LIGHT POLE



ELEVATION VIEW OF SOLAR-POWERED LIGHT POLE (DRAWING NOT TO SCALE)

EXHIBIT H.8

DIAGRAM OF DISPLAY UNIT FOR METRO BUS SCHEDULES AND ROUTES

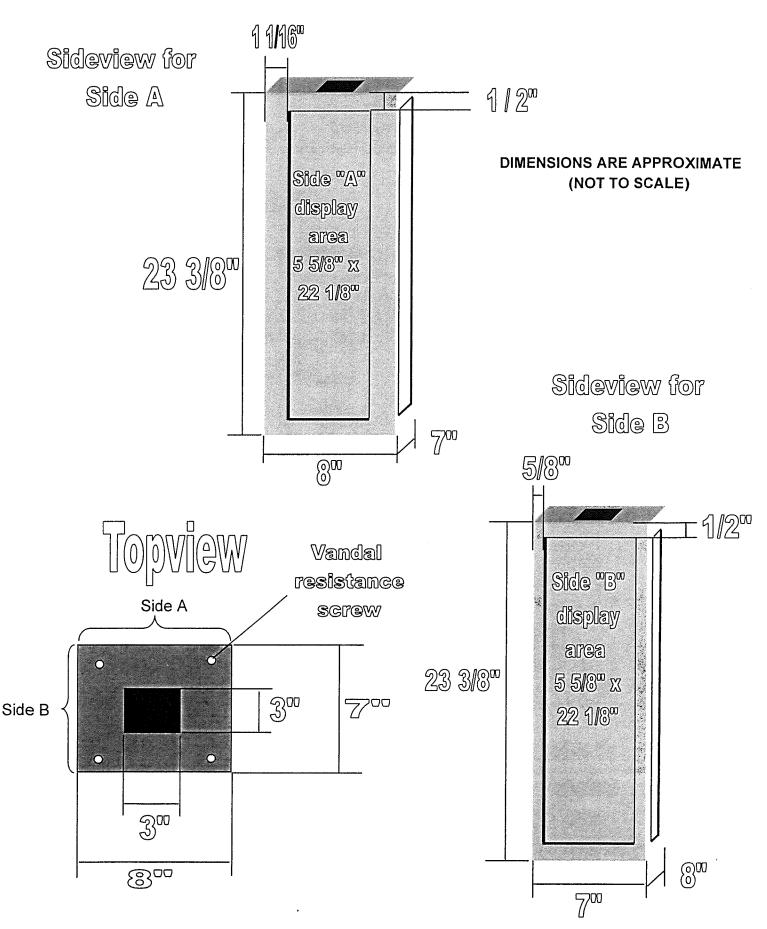
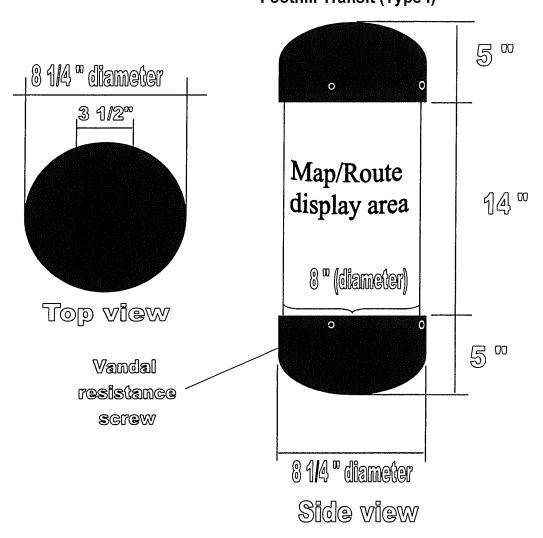


Exhibit H.9

Route / Map Carousel Display Unit for

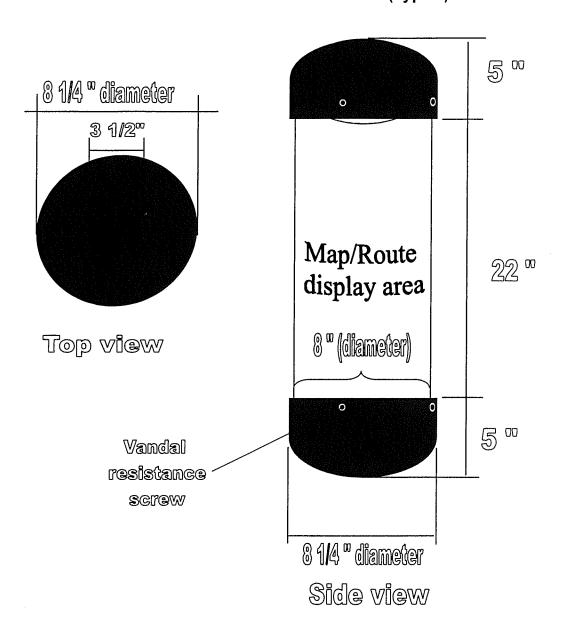
Foothill Transit (Type I)



Foothill Transit
Route Display Unit
DIMENSIONS ARE APPROXIMATE
(NOT TO SCALE)

Exhibit H.10

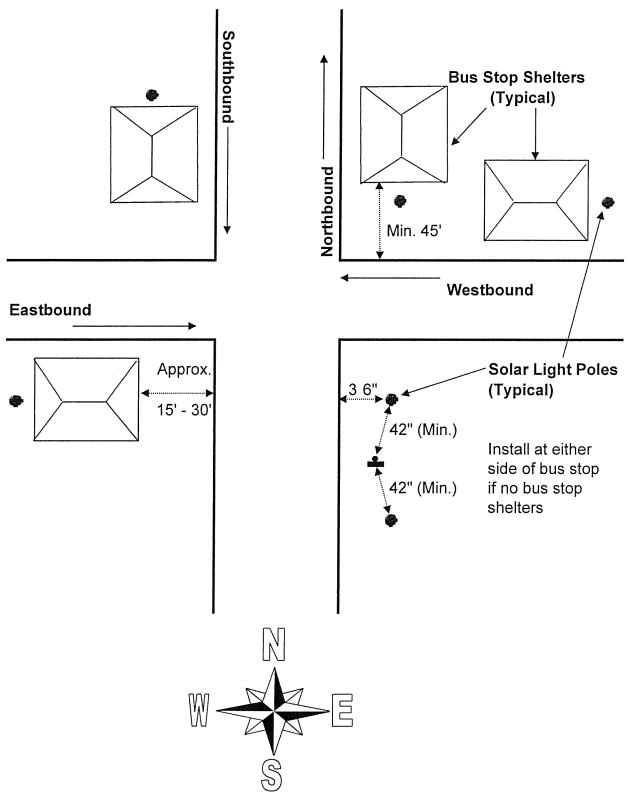
Route / Map Carousel Display Unit for
Foothill Transit (Type II)



## Foothill Transit Route Display Unit

DIMENSIONS ARE APPROXIMATE (NOT TO SCALE)

# EXHIBIT H.11 DIAGRAM OF PLACEMENT OF SOLAR LIGHT POLES



# EXHIBIT I PROPOSED COST FOR BUS STOP AMENITIES

Vendor's Signature.		, Date	Director	Director's/Designee's Signature:	ignature:	, Date	
Please enter proposed cost for the app and other necessary charges incurred. Bus Stop Location:	sed cost for the y charges incur	appropriate as red.	needed service	e item. All cost	s are inclusive v	Please enter proposed cost for the appropriate as needed service item. All costs are inclusive with times, materials, taxes, and other necessary charges incurred. Bus Stop Location:	νō.
Approve   Not	Not approve □	Comments:					
Parts / Services	Reinstall	Repair	Replace	Relocate	Remove	Notes	
BUS SHELTER	Style and	Style and Model No.					
Bus shelter unit*							
Shelter structure							
Solar panel							
Ad panel glass							
BUS BENCH	Style and	Style and Model No					
Bench unit							
TRASH RECEPTACLE		Style and Model No.					
Receptacle unit							
Dome cover							
Frame							
Liner							
OTHERS: (please specify)	ecify)						
			The state of the s				
* Bus shelter unit includes a she	ncludes a shelt	ter structure, a bi	us bench, a tra	sh receptacle a	and the necessa	Bus shelter unit includes a shelter structure, a bus bench, a trash receptacle and the necessary power source to provide	<b>(1)</b>

illumination for shelter and/or ad panel.

# Bus Stop Inspection Checklist (Please Print)

Time of Day: AN	1/ PM Date / /	Staff:
Shelter ID# NC/SC	DIR:	NEARSIDE / FARSIDE
No. of shelters: 0 1 2 (incl bench and trash receptacle)	No. of benches: 0 1 No. of solar light po	No. of trash receptacles: 0 1 2 les: 0 1
Main Street		
Cross Street	Adj. B	usiness
		ADDITIONAL COMMENTS
Bus Stop Amenities*  ☐ No deficiencies to Tra Shelter(s), Bench(es), Sola 10-foot Perimeter of Amer as described below.	r Light Pole, and/or	
☐ Potential Repairs Needed		
Describe:		
☐ Corrective Action Taken		
Describe:		
☐ Potential Hazard/Safety (	Concern	
Describe:	***************************************	
☐ Remedial Action Taken		
Describe:		
If Contractor finds a potential haz concern:  1) Contractor shall tape off or oth area to prevent public access or i safety precautions; and  2) Contractor shall send this Chec Contract Manager promptly within inspection.	erwise mark the implement other cklist to the n 24 hours of this	
any graffiti; protruding damaged/missing/loose advesigns of human waste or debratee branches, newsstand, adetc.). Any deficiency that personal designs of the protection of th	metal, expertising panels, is; and any obstivertising bench, oses a potentia	ed to, cleanliness; the presence of osed wiring; light function; ceiling/roof tiles, parts, nuts/bolts; ructions to pedestrian access (e.g., sleeve left from removed sign post, al injury or public safety concerned in the Potential Hazard section
BySignature		
Date		

P:\aspub\CONTRACT\Ani\TRANSITSTOP NORTH & SOUTH\2015\RFP- South County\Exhibit J- Bus Stop Inspection Checklist.doc

#### Sample Fuel Adjustment Calculation: Fuel Purchased at Market Prices

#### Following sample data is required to calculate fuel adjustment:

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

Percentage of Unit Rate Attributable to Fuel Costs: 12% (from Agreement)

Proposal due date: November 2007 Contract start date: March 2008

#### Fuel Adjustment (FA) Component for Propane price:

Propane (On-Highway) - August 2007<sup>1</sup> Propane (On-Highway) - December 2007<sup>2</sup> 173.7 cents per Gallon 218.7 cents per Gallon

Percent Change = [(December 2007 Price/Gallon - August 2007 Price/Gallon) /

(August 2007 Price/Gallon] x (100)  $[(218.7 - 173.7) / 173.7] \times (100) = 25.9\%$ 

Percent Change in Propane price: 25.9% increase

#### Adjusted Unit Rate (FA Component):

- = (12% of Unit rate x Percent Change in Propane Price)
- $= (12\% \times $15.00 \times 25.9\%)$
- = \$0.47 Fuel Adjustment (increase)

#### Adjusted Unit Rate for March 2008

\$15.00 + \$0.47 = \$15.47

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

#### Following sample data is required to calculate fuel adjustment:

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

Percentage of Unit Rate Attributable to Fuel Costs: 12% (from Agreement) Proposal due date: November 2007 (Long-Term Fuel Price: \$3.00 per gallon)

Contract start date: March 2008

Renegotiation of Fuel Price: May 2008 (renegotiated price is \$3.25 per gallon)

#### Fuel Adjustment Component for Contract Price:

November 2007

\$3.00 per gallon

Renegotiated Price in May 2008

\$3.25 per gallon

[(May 2008 Price/Gallon - November 2007 Price/Gallon) / (November 2007

Price/Gallon)] x (100) = Percent Change  $[(\$3.25 - \$3.00) / \$3.00] \times (100) = 8.3\%$ 

Percent change in Diesel (long-term price)

8.3% increase

#### Adjusted Unit Rate (Fuel Adjustment Component):

- = (12% of unit rate) x (Percent change in price)
- $= [(12\%) \times (\$15.00)] \times (8.3\%)$
- = \$0.15 Fuel Adjustment (increase)

#### Adjusted Unit Rate beginning May 2008

\$15.00 + \$0.15 = \$15.15

<sup>1</sup> Three months preceding the proposal due date.

<sup>2</sup> Three months preceding the contract start date.

#### Nonadvertising Shelters Exhibit L.1

Shelter ID.	Shelter Type	Location	SD	Street	Cross Street	Dir.	Corne	Map ref.	Lighting	PSA Panels	Watershed
		Athens	1	120th St.	Compton Ave.	WB	NS	704-G7 635-E6	Solar Panel Solar Panel	2	Los Angeles River
		ELA ELA	1	1st St. 1st St.	Herbert Ave. Gage Ave.	EB	FS NS	635-D6	Solar Panel	0	Los Angeles River Los Angeles River
SC 5	5 Marv. shitr	ELA	1	1st St.	Marianna Av.	EB	FS	635-E6	Solar Panel	2	Los Angeles River
		ELA		1st St.	Mednik Av.	WB	NS	635-G6	Solar Panel	2	Los Angeles River
		ELA ELA	1 1	3rd St. 3rd St.	McDonnell Ave. McDonnell Ave.	EB WB	FS	635-F6 536-F6	Solar Panel Solar Panel	0	Los Angeles River Los Angeles River
	CC CC	ELA	1	3rd St.	Mednik Ave.	WB	FS	635-G6	None	0	Los Angeles River
SC 10	Marv. shitr	ELA	1	3rd St.	Mednik Ave	EB	FS	635-G6	Solar Panel	2	Los Angeles River
SC 11		Baldwin Hills	2	54th St.	Alviso Ave.	WB	NS	673-D5	Solar Panel	2	Ballona Creek
SC 12		Baldwin Hills Baldwin Hills	2	54th St. 54th St.	Alviso Ave. Harcourt Ave.	EB EB	FS	673-D5	Solar Panel Solar Panel	2	Ballona Creek Ballona Creek
SC 14		San Pedro	4	7th St.	Patton St.	MB		823-J5	Solar Panel	ō	Los Angeles River
SC 16		Walnut Park	2	92nd St.	Maie Ave.	WB	NS	704-G3	Solar Panel	0	Los Angeles River
SC 17		Walnut Park	2	92nd St.	Bandera	WB	FS	704-G3	Solar Panel	0	Los Angeles River
SC 18		Walnut Park Valinda	1	Alameda St. Amar Rd.	103rd St. Sunset Ave.	SB	NS FS	704-J5 638-C4	Solar Panel Solar Panel	0	Los Angeles River Los Angeles River
SC 20		Valinda	1	Amar Rd.	Puente Ave.	EB	NS	638-A3	Solar Panel	Ö	Los Angeles River
SC 21		Valinda	1	Amar Rd.	Vineland Av.	WB	NS	637-J1	Solar Panel	2	Los Angeles River
SC 22		Azusa	5	Arrow Hwy	Lark Ellen Ave	WB EB	NS NS	598-H2 599-H2	Solar Panel	0	San Gabriel River
SC 22 SC 23		Charter Oak Rancho Dominguez	÷	Arrow Hwy Atlantic Ave	Valley Center Ave Myrrh St.	NB		735-D5	Solar Panel Solar Panel	0	San Gabriel River Los Angeles River
SC 24	or have a market recommendate to come a commence of	Rancho Dominguez		Atlantic Ave.	Rosecrans Ave.	NB	FS	735-D3	Solar Panel	0	Los Angeles River
SC 25		Rancho Dominguez		Atlantic Ave.	Rosecrans Ave.	SB	NS	735-D3	Solar Panel	2	Los Angeles River
SC 28		ELA	1	Atlantic Blvd.	Union Pacific Ave	SB		675-G2	Solar Panel	2	Los Angeles River
SC 29 SC 26		ELA ELA	1	Atlantic Blvd. Atlantic Blvd.	Whittier Blvd. 6th St.	SB NB	FS	675-H1 635-H7	Solar Panel Solar Panel	2	Los Angeles River Los Angeles River
SC 27		ELA	1	Atlantic Blvd.	Eagle St.	NB		635-H7	Solar Panel	2	Los Angeles River
SC 30	Marv. shltr	Rancho Dominguez		Atlantic Blvd.	Compton Ave	NB	FS	735-D4	Solar Panel	2	Los Angeles River
SC 40 SC 37		Willowbrook	2	Avalon Blvd.	Rosecrans Ave.	NB NB		734-D3 734-D2	Solar Panel	0 2	Dominguez Channel
SC 37		Willowbrook Willowbrook	2	Avalon Blvd. Avalon Blvd.	El Segundo Blvd. El Segundo Blvd.	SB	NS NS	734-D2 734-D2	Solar Panel Solar Panel	2	Los Angeles River Los Angeles River
SC 31		Willowbrook		Avalon Blvd.	130th St	SB		734-D2	Solar Panel	ō	Los Angeles River
SC 32		Willowbrook		Avalon Blvd.	132nd St.	NB		734-D2	Solar Panel	2	Los Angeles River
SC 33 SC 34		Willowbrook		Avalon Blvd.	135th St.	NB SB	FS	734-D2 734-D2	Solar Panel Solar Panel	2	Los Angeles River
SC 35		Willowbrook Willowbrook		Avalon Blvd. Avalon Blvd.	135th St. Compton Blvd.	NB	NS NS	734-D2 734-D4	Solar Panel	2	Los Angeles River Dominguez Channel
SC 36		Willowbrook		Avalon Blvd.	Compton Blvd.	SB		734-D4	Solar Panel	2	Dominguez Channel
SC 39		Willowbrook		Avalon Blvd.	Redondo Beach Blvd.	NB		734-E5	Solar Panel	2	Dominguez Channel
SC 258		South San Jose Hill		Azusa Ave.	Temple Ave.	NB		638-H7	Solar Panel	0	San Gabriel River
SC 43		ELA ELA		Beverly Blvd. Beverly Blvd.	Gerhart Ave. Sadler Ave.	WB WB		635-J7 635-J7	Solar Panel Solar Panel	2	Los Angeles River Los Angeles River
SC 42		ELA		Beverly Blvd.	Atlantic Ave.	EB		635-H6	Solar Panel	0	Los Angeles River
SC 45		ELA		Brannick Ave.	Hammel St.	SB		635-E5	Solar Panel	2	Los Angeles River
SC 48 SC 46		Willowbrook		Broadway	Compton Blvd	SB		734-C4	Solar Panel	2	Dominguez Channel
SC 46 SC 47		Willowbrook Willowbrook		Broadway Broadway	157th St. Alondra Blvd.	SB		734-C5 734-C6	Solar Panel Solar Panel	2	Dominguez Channel Dominguez Channel
SC 50		Florence		Central Ave.	68th St	NB		674-E6	Solar Panel	2	Los Angeles River
SC 52		Florence		Central Ave.	79th St	NB		704-E1	Solar Panel	0	Los Angeles River
SC 53		Florence		Central Ave.	83rd St	NB		704-E2	Solar Panel	2	Los Angeles River
SC 54 SC 55		Willowbrook Willowbrook		Central Ave. Central Ave.	123rd St 131st St.	SB		734-F1 734-F2	Solar Panel Solar Panel	2	Los Angeles River Los Angeles River
SC 56		Willowbrook		Central Ave.	139th St	NB		734-F3	Solar Panel	0	Los Angeles River
SC 57		Willowbrook		Central Ave.	El Segundo Blvd.	SB		734-F1	Solar Panel	0	Los Angeles River
SC 49 SC 51		Florence Florence		Central Ave.	60th St 76th Pi	NB		674-E6	Solar Panel	0	Los Angeles River
SC 58		ELA		Central Ave. Cesar E. Chavez A		NB EB		704-E1 635-G5	Solar Panel Solar Pole	0	Los Angeles River Los Angeles River
SC 22		ELA		Cesar E. Chavez A		WB		635-G5	Solar Pole	0	Los Angeles River
SC 60		ELA		Cesar E. Chavez A		WB		635-E5	Solar Panel	0	Los Angeles River
SC 61 SC 62		ELA ELA		Cesar E. Chavez A Cesar E. Chavez A		EB		635-F5 635-D5	Solar Pole Solar Panel	2	Los Angeles River Los Angeles River
SC 63		ELA	1	Cesar E. Chavez A	Hazard Ave.	EB		635-E5	Solar Panel	2	Los Angeles River
SC 64	Marv. shitr	ELA	1	Cesar E. Chavez A	Hazard Ave.	WB	NS	635-E5	Solar Panel	2	Los Angeles River
SC 65		ELA		Cesar E. Chavez A Cesar E. Chavez A		WB		635-F5	Solar Panel	0	Los Angeles River
SC 66 SC 67		ELA ELA		Cesar E. Chavez A Cesar E. Chavez A		EB WB		635-F5 635-F5	Solar Pole Solar Pole	0	Los Angeles River Los Angeles River
SC 68		ELA	1	Cesar E. Chavez A	Mednik Ave	EB		635-G5	Solar Pole	0	Los Angeles River
SC 69		ELA	1	Cesar E. Chavez A	Mednik Ave.	WB	FS	635-G5	Solar Pole	2	Los Angeles River
SC 70		ELA Azusa		Cesar E. Chavez A Citrus Ave		EB		635-D5	Solar Panel	2	Los Angeles River
SC 71 SC 72		Azusa ELA		Citrus Ave City Terrace Dr.	Baseline Dr Alma Ave.	NB EB		569-B7 635-D4	Solar Panel Solar Panel	2	Los Angeles River Los Angeles River
SC 73		ELA		City Terrace Dr.	Herbert Ave.	EB		635-D3	Solar Panel	2	Los Angeles River
SC 74	Marv. shitr	ELA	1	City Terrace Dr.	Van Pelt Ave.	EB	FS	635-E3	Solar Panel	0	Los Angeles River
SC 75		Rowland Heights		Colima Rd.	Albatross Rd.	EB		678-G4	Solar Panel	0	San Gabriel River
SC 76 SC 77		Rowland Heights Rowland Heights		Colima Rd. Colima Rd.	Batson Av. Fairway Dr.	WB WB		679-A5 679-E5	Solar Panel Solar Panel	0	San Gabriel River San Gabriel River
SC 78		Rowland Heights		Colima Rd.	Fullerton Rd.	EB		679-A5	Solar Panel	0	San Gabriel River
SC 79	Marv, shitr	Rowland Heights	4 (	Colima Rd.	Fullerton Rd.	WB	FS	679-A5	Solar Panel	0	San Gabriel River
SC 80		Rowland Heights		Colima Rd.	Nausika Av.	WB		679-D5	Solar Panel	0	San Gabriel River
SC 81 SC 83		Rowland Heights		Colima Rd. Compton Ave.	Nogales St. 66th St.	EB SB		679-B5 674-F7	Solar Panel	2	San Gabriel River
SC 84		Florence		Compton Ave.	Florence Ave.	SB		674-F7	Solar Panel Solar Panel	2	Los Angeles River Los Angeles River
SC 85	Marv. shitr f	lorence	2 (	Compton Ave.	Florence Ave.	NB	NS	674-F7	Solar Panel	2	Los Angeles River
SC 82		lorence		Compton Ave.	124th St.	SB	NS	734-G1	Solar Panel	0	Los Angeles River
SC 86 SC 259		Florence		Compton Ave. Compton Ave.	Gage Ave.	SB		674-F6 704-F1	Solar Panel	0	Los Angeles River
SC 259		lorence		Compton Ave.	Nadeau St. Slauson Ave.	SB NB		704-F1 674 F5	Solar Panel None	2	Los Angeles River Los Angeles River
SC 88		Rancho Dominguez		Compton Blvd	Atlantic Ave.	WB		735-D4	Solar Panel	0	Los Angeles River
SC 89	Marv. shitr \	Villowbrook	2 (	Compton Blvd	Avalon Blvd.	EB	FS	734-D4	Solar Panel	2	Dominguez Channel
SC 90	Marv. shitr N	Millowbrook		Compton Blvd	Avaion Blvd.	WB	NS !	734-D4	Solar Panel	2	Dominguez Channel

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#### Nonadvertising Shelters Exhibit L.1

Shelter ID.	Shelter Type	Location	SD	Street	Cross Street	Dir.	Corne	Map ref.	Lighting	PSA Panels	Watershed
SC 93		ELA	1	Eastern Ave. Eastern Ave.	Gleason St.	NB SB		635-F6	Solar Panel	2 "	Los Angeles River
SC 92 SC 94		ELA ELA	1	Eastern Ave.	City Terrace Dr. Ramona Bl.	SB	NS FS	635 F3 635-F2	Solar Pole Solar Panel	0	Los Angeles River Los Angeles River
SC 97	Marv. shitr	Del Aire	2	El Segundo Blvd	Ocean Gate Ave.	WB		733-B2	Solar Panel	2	Dominguez Channel
SC 95 SC 98		Athens	2	El Segundo Blvd	Budlong Ave.	WB	NS		Solar Panel	0	Dominguez Channel
SC 98 SC 99		Willowbrook Willowbrook	2	El Segundo Blvd. El Segundo Blvd.	Avaion Blvd. Avaion Blvd.	EB WB	FS	734-D1 734-D1	Solar Panel Solar Panel	2 2	Los Angeles River Los Angeles River
SC 100		Willowbrook	2	El Segundo Blvd.	Central Ave.	WB	FS	734-F1	Solar Panel	2	Los Angeles River
SC 101		Willowbrook	2	El Segundo Blvd	Central Ave.	EB	NS	734-F1	Solar Panel	0	Los Angeles River
SC 102 SC 104		Willowbrook Willowbrook	2	El Segundo Blvd. El Segundo Blvd.	Keene Ave. McKinley Ave.	WB	IN	734-E1 734-E1	Solar Panel Solar Panel	2	Los Angeles River Los Angeles River
SC 103	Marv. shitr	Willowbrook	2	El Segundo Blvd.	Main St.	EB	NS	734-C1	Solar Panel	2	Dominguez Channel
SC 105		Willowbrook	2	El Segundo Blvd.	San Pedro St.	EB	NS	734-D1	Solar Panel	2	Dominguez Channel
SC 96 SC 106		Athens Florence	2	El Segundo Blvd. Firestone Blvd.	Normandie Ave. Compton Ave.	WB	NS FS	733-J1 704-F2	Solar Panel Solar Panel	2	Dominguez Channel Los Angeles River
SC 107		Florence	1	Firestone Blvd.	Fir Ave.	WB	FS	704-H2	Solar Panel	2	Los Angeles River
SC 108	Marv. shitr	Florence	2	Firestone Blvd.	Hooper Ave.	WB	NS	704-F2	Solar Panel	0	Los Angeles River
SC 112 SC 113		Florence Florence	2	Florence Ave. Florence Ave.	Compton Ave. #1 Compton Ave. #2	WB	NS NS	674-F7 674-F7	Solar Panel Solar Panel	0	Los Angeles River Los Angeles River
SC 114	Marv. shltr	Florence	2	Florence Ave.	Compton Ave. #1	WB	FS	674-F7	Solar Panel	0	Los Angeles River
SC 115	Marv. shitr	Florence		Florence Ave.	Compton Ave. #2	WB	FS	674-F7	Solar Panel	0	Los Angeles River
SC TBD	Marv. shltr Marv. shltr	Florence Florence		Florence Ave.	Compton Ave. #1 Compton Ave. #2	EB	NS NS	674-F7 674-F7	Solar Panel Solar Panel	0	Los Angeles River Los Angeles River
SC 109	Marv. shitr	Florence		Florence Ave.	Bell Ave.	EB	NS	674 G7	Solar Panel	2	Los Angeles River
SC 116		Florence		Florence Ave.	Graham Ave. #2	WB	NS	674-G7	Solar Panel	2	Los Angeles River
SC 110	Marv. shitr Marv. shitr	Florence Florence		Florence Ave. Florence Ave.	Central Ave. #1 Central Ave. #2	EB EB	FS	674 E7	Solar Panel Solar Panel	0	Los Angeles River Los Angeles River
SC 116	Marv. shitr	Florence	2	Florence Ave.	Graham Ave. #1	WB	NS	674-G7	Solar Panel	2	Los Angeles River
SC 117		Florence		Florence Ave.	Graham Ave. #1*	EB	FS	674 G7	Solar Panel	2	Los Angeles River
SC 118	ACT CONTRACTOR AND ADDRESS OF THE PARTY OF T	Florence Florence	determination of the second	Florence Ave. Florence Ave.	Graham Ave. #2* Holmes Ave.	EB EB	FS NS	674 G7 674 G7	Solar Panel Solar Panel	0	Los Angeles River Los Angeles River
SC 119		Florence		Florence Ave.	Holmes Ave.	WB	NS	674 G7	Solar Panel	2	Los Angeles River
SC 120		Florence		Florence Ave.	Hooper Ave. #1	EB	FS	674 F7	Solar Panel	0	Los Angeles River
SC 121 SC 122		Florence Florence		Florence Ave. Florence Ave.	Hooper Ave. #2 Hooper Ave. #1	EB WB	FS NS	674 F7	Solar Panel Solar Panel	0	Los Angeles River Los Angeles River
SC 123		Florence		Florence Ave.	Hooper Ave. #2	WB		674 F7	Solar Panel	0	Los Angeles River
SC 124		Florence		Florence Ave.	Miramonte Blvd. #1	EB		674 G7	Solar Panel	0	Los Angeles River
SC 128		Florence Florence		Florence Ave. Florence Ave.	Mountain View Av. Santa Fe Ave.	EB EB	NS NS	675 A7 674 H7	Solar Panel Solar Panel	2	Los Angeles River Los Angeles River
SC 125		Florence		Florence Ave.	Miramonte Blvd. #2	EB		674 G7	Solar Panel	0	Los Angeles River
SC 126	COLUMN TO THE PROPERTY OF THE PARTY OF THE P	Florence		Florence Ave.	Miramonte Blvd, #1	WB		674 G7	Solar Panel	0	Los Angeles River
SC 127		Florence		Florence Ave.	Miramonte Blvd. #2	WB		674 G7	Solar Panel	0	Los Angeles River
SC 130 SC 131		La Crescenta La Crescenta		Foothill Blvd. Foothill Blvd.	Briggs Ave. La crescenta	WB	FS	534-H2 534-G1	Solar Panel Solar Panel	0	Los Angeles River Los Angeles River
SC 132	Marv. shitr	La Crescenta	5	Foothill Blvd.	Ramsdell	W8	FS	534-F1	Solar Panel	0	Los Angeles River
SC 133		La Crescenta Valinda		Foothill Blvd.	Raymond Ave.	EB SB	FS	534-G1	Solar Panel	0	Los Angeles River
SC 134		ELA		Francisquito Ave. Gage Ave.	California Av. Cesar E. Chavez Ave.	NB	NS NS	638-D3 635-D5	Solar Panel Solar Panel	2	Los Angeles River Los Angeles River
SC 136	Marv. shitr	Hacienda Heights	4	Gale Ave.	Hacienda Blvd	WB	FS	678-C2	Solar Panel	0	San Gabriel River
SC 137		ELA		Garfield Ave.	Olympic Blvd.	NB	FS	676-A2	Solar Panel	2	Los Angeles River
SC 138 SC 139		Hacienda Heights Hacienda Heights		Hacienda Bl. Halliburton Rd.	Newton St. Hacienda Blvd	NB EB		678-B4 678-B4	Solar Panel Solar Panel	0	San Gabriel River San Gabriel River
SC 140	Marv. shitr	ELA	1	Hazard Ave.	Dobinson St.	NB	FS	635-E4	Solar Panel	0	Los Angeles River
SC 141		ELA Florence		Hillview Ave.	Beverly Blvd.	SB	FS	635-H7	Solar Panel	2	Los Angeles River
SC 142		Florence		Holmes Ave. Holmes Ave.	68th St. Randolph St.	NB NB		674 G6 674 G6	Solar Panel Solar Pole	0	Los Angeles River Los Angeles River
SC 144	Marv. shitr	Arcadia	5	Huntington Dr	Rosemead Blvd	EB	FS	566-H6	Solar Panel	0	Los Angeles River
SC 144 SC 145		Arcadia		Huntington Dr	Rosemead Blvd	EB		566-H6	Solar Panel	0	Los Angeles River
SC 145		Athens Athens		Imperial Hwy Imperial Hwy	Denker Ave. Normandie Ave.	EB EB		703-J6 703-J6	Solar Panel Solar Panel	0	Dominguez Channel Dominguez Channel
SC 147	Marv. shitr	Willowbrook	2 1	Imperial Hwy	Compton Ave.	EB	NS	704-G6	Solar Panel	0	Los Angeles River
SC 148		ELA		ndiana rwindale	Gleason St.	NB	NS	635	Solar Panel	2	Los Angeles River
SC 261 SC 149		West Covina Lennox			Badillo Imperial Hwy	NB NB		598-F5 703-A7	Solar Panel Solar Panel	0	Los Angeles River Dominguez Channel
SC 150	Marv. shitr	La Puente	1 1	La Puente Rd.	Nogales St.	EB	FS	679-C2	Solar Panel	0	San Gabriel River
SC 151 SC 152		Lennox Arcadia		Lennox Blvd.	Hawthome Blvd.	EB		703-C5	Solar Panel	0	Dominguez Channel
SC 152 SC 153		Arcadia Florence		Live Oak Maie Ave.	Peck Rd/Myrtle Firestone Bl	WB SB		597-G2 704-G2	Solar Panel Solar Panel	0	San Gabriel River Los Angeles River
SC 154	Marv. shitr	Millowbrook	2 1	Main St.	139th St.	NB	FS	734-C3	Solar Panel	2	Dominguez Channel
SC 155		El Camino Village	2	Manhatten Beach I	Doty Ave.	WB		733-E6	Solar Panel	2	Dominguez Channel
SC 156 SC 157		El Camino Village ELA		Manhatten Beach I Marengo St.	Evergreen Ave,/City Terrace	WB EB		733-E6 635-D3	Solar Panel Solar Panel	0	Dominguez Channel Los Angeles River
SC 158	Marv. shitr l	ELA	1 1	Mednik Ave.	1st. St.	NB	FS	635-G6	Solar Panel	0	Los Angeles River
SC 159	Marv. shitr	West Covina	1 1	Vogales St.	La Puente Rd.	SB	FS	679-C2	Solar Panel	0	San Gabriel River
SC 170 SC 160		Millowbrook Athens		Normandie Ave. Normandie Ave.	El Segundo Blvd. 104th St.	SB NB		733-J1 703-J5	Solar Panel Solar Panel	0	Dominguez Channel Los Angeles River
SC 161		Athens			106th St.	NB		703-J5	Solar Panel	0	Los Angeles River
SC 162	Marv. shitr	Athens	2 1	Normandie Ave.	108th St.	SB	FS	703-J5	Solar Panel	0	Los Angeles River
SC 163 SC 164		Athens Athens		Normandie Ave. Normandie Ave.	110th St. 110th St.	SB NB		703-J6 703-J6	Solar Panel Solar Panel	0	Dominguez Channel Dominguez Channel
SC 165		Athens	2 1		95th St.	NB		703-J4	Solar Panel	0	Los Angeles River
SC 166	Marv. shitr /	Athens	2 1	Normandie Ave.	95th St.	SB	FS	703-J4	Solar Panel	0	Los Angeles River
SC 167 SC 168		Athens Athens			98th St. 98th St.	SB NB	NS NS	703-J4 703-J4	Solar Panel Solar Panel	0	Los Angeles River Los Angeles River
SC 169	Marv. shltr /	Athens		Vormandie Ave.	Century Blvd.	NB		703-J4 703-J4	Solar Panel	0	Los Angeles River
SC 181	Marv. shitr	ELA	1 (	Olympic Blvd.	Wilkins Ave.	WB	NS	675-F1	Solar Panel	0	Los Angeles River
SC 171		ELA			Arizona Ave. Atlantic Blvd.	WB EB		675-F1 675-G1	Solar Panel Solar Panel	2	Los Angeles River
SC 173		LA	1 (		Fetterly Ave.	EB		675-G1	Solar Panel	2	Los Angeles River Los Angeles River
SC 174	Marv. shitr E	ELA	1 C	Olympic Blvd.	Fetterly Ave	WB	NS	675-G1	Solar Panel	2	Los Angeles River
SC 175	Marv. shitr E	:LA	1 0	Olympic Blvd.	Ford Blvd.	EB :	NS	675-F1	Solar Panel	0	Los Angeles River

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#### Nonadvertising Shelters Exhibit L.1

Shelter ID.	Shelter Type	Location	SD	Street	Cross Street	Dir.	Corne	Map ref.	Lighting	PSA Panels	Watershed
SC 176		ELA	1	Olympic Blvd.	Ford Blvd.	WB		675-F1	Solar Panel	0	Los Angeles River
SC 177		ELA	1	Olympic Blvd.	Garfield Ave.	WB		676-B2	Solar Panel	2	Los Angeles River
SC 178		ELA ELA	1	Olympic Blvd. Olympic Blvd.	Garfield Ave. McBride Ave.	EB	NS NS	676-B2 675-F1	Solar Panel Solar Panel	2 2	Los Angeles River Los Angeles River
SC 180		ELA	1	Olympic Blvd.	Northside/Southside	EB	NS	675-J2	Solar Panel	2	Los Angeles River
SC 182		Florence	2	Pacific Blvd.	Grand Ave.	SB	NS	704 J1	Solar Pole	2	Los Angeles River
SC 183		Florence	2	Pacific Blvd.	Live Oak St.	SB	NS	704 J1	Solar Pole	2	Los Angeles River
SC 184		S. San Gabriel	1	Paramount Blvd.	Hill / San Gabriel	SB	FS	636-E4	Solar Panel	0	Los Angeles River
SC 185		ELA ELA	1	Pomeroy St. Pomona Blvd.	City Terrace Dr. Atlantic St.	WB EB	NS FS	635-D4 635-H6	Solar Panel Solar Panel	2	Los Angeles River
SC 188		ELA	1	Ramona Blvd	Eastern Ave. /Campus Dr.	EB	MB	635-F2	Solar Panel	2	Los Angeles River Los Angeles River
SC 189		ELA	1	Ramona Blvd	Eastern Ave. /Campus Dr.	WB	MB	635-F2	Solar Panel	2	Los Angeles River
SC 190		Willowbrook	2	Rosecrans Ave.	Broadway	WB	FS	734-C3	Solar Panel	0	Dominguez Channel
SC 191		Willowbrook	2	Rosecrans Ave.	Broadway	EB	FS	734-C3	Solar Panel	2	Dominguez Channel
SC 192		Willowbrook	2	Rosecrans Ave.	Main St.	EB	NS	734-C3	Solar Panel	0	Dominguez Channel
SC 193 SC 194		Willowbrook S. San Gabriel	2	Rosecrans Ave. San Gabriel Blvd.	San Pedro St. Elsmore Dr.	NB NB	FS	734-D4 636-F4	Solar Panel Solar Panel	0	Dominguez Channel
SC 195		S. San Gabriel	1	San Gabriel Blvd.	Hill/San Gabriel	NB	FS	636-F4	Solar Panel	0	Los Angeles River Los Angeles River
SC 196		S. San Gabriel	1	San Gabriel Blvd.	Paramount/Hill	SB	FS	636-F4	Solar Panel	0	Los Angeles River
SC 197		S. San Gabriel	1	San Gabriel Blvd.	Rush St.	SB	FS	636-F3	Solar Panel	0	Los Angeles River
SC 198		Florence	2	Santa Fe Ave.	Live Oak St.	NB		704 H1	Solar Pole	0	Los Angeles River
SC 199		Baldwin Hills	2	Slauson Ave.	Overhill Dr.	WB		673-C3	Solar Panel	0	Ballona Creek
SC 200 SC 201		Baldwin Hills Baldwin Hills	2	Slauson Ave. Slauson Ave.	Fairfax Ave. La Tijera Blvd.	EB WB	NS FS	673-B6 673-B6	Solar Panel	0	Ballona Creek
SC 201		Florence	2	Slauson Ave.	Hooper Ave.	EB	NS	674-F5	Solar Panel Solar Panel	0	Ballona Creek Los Angeles River
SC 202		Valinda	1	Sunset Ave.	Amar Av.	SB	NS	638-C4	Solar Panel	0	San Gabriel River
SC 204		Valinda	1	Sunset Ave.	Fairgrove Av.	SB	FS	638-C3	Solar Panel	0	San Gabriel River
SC 187		South San Jose Hill		Valley Blvd.	Alderton Ave	WB		678-J2	Solar Panel	0	San Gabriel River
SC 212		Harbor City	2	Vermont Ave.	223rd St.	SB	FS	764-B7	Solar Panel	2	Dominguez Channel
SC 213		Harbor City	2	Vermont Ave.	228th St.	SB		794-A1	Solar Panel	2	Dominguez Channel
SC 214 SC 205		Harbor City Athens	2	Vermont Ave.	Torrance Blvd. 103rd St	SB		764-B5 704-A5	Solar Panel Solar Panel	0	Dominguez Channel Los Angeles River
SC 206		Athens	2	Vermont Ave.	109th St	SB	NS	704-A6	Solar Panel	2	Los Angeles River
SC 207		Athens	2	Vermont Ave.	110th St	SB		704-A6	Solar Panel	0	Los Angeles River
SC 208		Athens	2	Vermont Ave.	119th Pl	SB	NS	704-A7	Solar Panel	0	Dominguez Channel
SC 209		Athens	2	Vermont Ave.	93rd St	SB		704-A4	Solar Panel	0	Los Angeles River
SC 210		Athens	2	Vermont Ave.	Colden Ave	SB		704-A4	Solar Panel	0	Los Angeles River
SC 211		Athens	2	Vermont Ave.	Imperial Hwy	SB		704-A6	Solar Panel	0	Dominguez Channel
SC 215 SC 216		Bassett Athens	1 2	Vineland Ave. Western Ave.	Bassett Park 104th St.	NB NB		637-J1 703-H5	Solar Panel Solar Panel	0	Los Angeles River Dominguez Channel
SC 217		Athens		Western Ave.	108th St.	NB		703-H5	Solar Panel	0	Dominguez Channel
SC 218		Athens	THE PERSON NAMED IN	Western Ave.	Imperial Hwy	NB		703-H6	Solar Panel	0	Dominguez Channel
SC 219		Athens		Western Ave.	Imperial Hwy	SB		703-H6	Solar Panel	0	Dominguez Channel
SC 220		Athens		Western Ave.	LA Southwest College	NB		703-H7	Solar Panel	0	Dominguez Channel
SC 231		ELA		Whittier Blvd.	Atlantic Blvd.	WB		675-H1	Solar Panel	2	Los Angeles River
SC 232 SC 233	Kaleidoscope Marv. shitr	ELA		Whittier Blvd. Whittier Blvd.	Atlantic Blvd.	EB WB		675-H1 676-A1	None Solar Panel	0	Los Angeles River
SC 234		ELA		Whittier Blvd.	Findlay Ave. Findlay Ave.	WB		676-A1	Solar Panel	2	Los Angeles River Los Angeles River
SC 235		ELA		Whittier Blvd.	Gerhart Ave.	WB		675-J1	Solar Panel	0	Los Angeles River
SC 236		ELA	1	Whittier Blvd.	Goodrich Bl.	WB	NS	675-H1	Solar Panel	2	Los Angeles River
SC 237		ELA		Whittier Blvd.	Herbert Ave.	EB		635-E7	Solar Panel	0	Los Angeles River
SC 238		ELA		Whittier Blvd.	Keenan Ave.	WB		675-J1	Solar Panel	2 .	Los Angeles River
SC 239 SC 240		ELA ELA		Whittier Blvd. Whittier Blvd.	Leonard Ave.	EB		675-J1	Solar Panel	2	Los Angeles River
SC 240		ELA .		Whittier Blvd. Whittier Blvd.	Oakford Dr. Saybrook Ave.	WB EB		675-H1 676-A1	Solar Panel Solar Panel	2	Los Angeles River Los Angeles River
SC 242		ELA		Whittier Blvd.	Simmons Ave.	EB		676-A1	Solar Panel	2	Los Angeles River
SC 243		ELA		Whittier Blvd.	Via Del Oro Av.	WB		676-A1	Solar Panel	2	Los Angeles River
	Kaleidoscope			Whittier Blvd.	Arizona Ave.	EB	FS	675-F1	Solar Panel	0	Los Angeles River
SC 223	Kaleidoscope			Whittier Blvd.	Arizona Ave.	WB		675-F1	Solar Panel	0	Los Angeles River
	Kaleidoscope			Whittier Blvd.	Clela Ave	WB		675-G1	None	0	Los Angeles River
	Kaleidoscope			Whittier Blvd. Whittier Blvd.	Clela Ave	EB		675-G1	None	0	Los Angeles River
	Kaleidoscope			Whittier Blvd.	Ferris Ave.	EB		675-G1 675-G1	None None	0	Los Angeles River Los Angeles River
	Kaleidoscope			Whittier Blvd.	Ford Blvd.	WB		675-F1	None	0	Los Angeles River
SC 229	Kaleidoscope	ELA		Whittier Blvd.	Ford Blvd.	EB		675-F1	None	0	Los Angeles River
SC 230	Kaleidoscope		1	Whittier Blvd.	McBride Ave.	EB	FS	675-F1	None	0	Los Angeles River
SC 260	Kaleidoscope I			Whittier Blvd.	McBride Ave.	WB		675-F1	None	0	Los Angeles River
SC 244		Willowbrook		Willowbrook Ave.	El Segundo Blvd.	NB		734-H1	Solar Panel	0	Los Angeles River
SC 245 SC 246		Willowbrook Willowbrook		Wilmington Ave. Wilmington Ave.	119th St. 120th St.	NB NB		704-G7 704-G7	Hard-wire Hard-wire	2	Los Angeles River Los Angeles River
SC 247		Willowbrook		Wilmington Ave.	123th St.	SB		704-G7 734-G1	None	2	Los Angeles River
SC 248		Willowbrook		Wilmington Ave.	King Drew md. Ctr	SB		704-G7	None	0	Los Angeles River
SC 249	Marv. shitr	Bassett	1 '	Workman Mill Rd.	Bark Dr.	WB		637-G5	Solar Panel	0	San Gabriel River
SC 250	Marv. shltr	Bassett	1 '	Workman Mill Rd.	Coleford Av.	EB	FS	637-F5	Solar Panel	0	San Gabriel River
SC 251		Bassett		Workman Mill Rd.	Coleford Av.	WB		637-F5	Solar Panel	0	San Gabriel River
SC 252		Bassett		Workman Mill Rd.	Don Julian Rd.	EB		637-H5	Solar Panel	0	San Gabriel River
SC 253		Bassett		Workman Mill Rd. Workman Mill Rd.	Fontency Av.	EB		637-F5	Solar Panel	0	San Gabriel River
SC 254 SC 255		Bassett Bassett			Lomitas Av. Lomitas Av.	WB EB		637-G5 637-G5	Solar Panel Solar Panel	0	San Gabriel River
SC 256		Bassett		Workman Mill Rd.	Oakman Dr.	WB		637-G5	Solar Panel	0	San Gabriel River San Gabriel River
SC 257		Bassett		Vorkman Mill Rd.	Valley Blvd.	EB		637-J4	Solar Panel	0	San Gabriel River

SD	Bus shelter with PSA panels	Bus shelter without PSA panels	Total
1	47	62	109
2	60	72	132
3	0	1	1
4	0	12	12
5	1	8	9
	108	155	263

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#### Nonadvertising Shelters Exhibit L.1

Shelter ID. Shelte	Type Location	SD	Street	Cross Street	Dir.	Corne	Map ref.	Lighting	PSA Panels	Watershed	
	n .	и и	1	I .	H	și.	n 1	1	14 14		

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P. taepub\Service Contracts\CONTRACT\Ani\TRANSITSTOP NORTH & SOUTH\2015\RFP- South County\Exhibit L- Program Locations .xtax|L.1

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# Nonadvertising Benches Exhibit L.2

Loc.#	Location	SD	Street	Cross Street	Direction		No. of units	TR	Wire mesh TR	Map ref.
1	ELA	1	1st Street	Ditman Av.	EB	NS	11	1		635-D6
2	ELA	1	1st Street	Ditman Av.	WB	FS	1	1	<b> </b>	635-D6
3	ELA	1	1st Street	Gage AVE.	WB	FS	1	1	ļ	635-D6
4	ELA	1	1st Street	Herbert Av.	EB	NS	11	1	<u> </u>	635-E6
5 6	ELA ELA	1 1	1st Street	Indiana St.	WB	NS	11	1	<u> </u>	635-D6
7	ELA	+	1st Street 1st Street	Mednik Av. Rowan Av.	EB WB	FS FS	1	1 1	<del> </del>	635-G6 635-D6
8	ELA	1	3rd St.	Arizona	WB	FS	1	1		033-D0
9	ELA	1	3rd St.	Eastern Av.	WB	FS	1	1	<b> </b>	635
10	ELA	1	3rd St.	Eastern Av.	EB	FS	1	1		635
11	ELA	1	3rd St.	Gage AVE.	WB	FS	2	1		635
12	ELA	1	3rd St.	Rowan Av.	WB	NS	2	1		635-D6
13	ELA	1	3rd St.	Rowan Av.	EB	NS	1	1		635-D6
14	Valinda	1	7th Street	Valley Blvd.	SB	FS	1	1		638-B5
15	Willowbrook	2	120th	MLK Entrance	EB	FS	1	1		704-G7
16	Valinda	1	Amar Rd.	Indian Summer Ave	WB	NS	1	1		638-G5
17	Valinda	1	Amar Rd.	Sunset Ave.	WB	NS	1	1		638-C4
18	Baldwin Hills	2	Angeles Vista Bl.	Harcross Dr.	EB	NS	1	1		673-C5
19	Baldwin Hills	2	Angeles Vista Bl.	Harcross Dr.	WB	NS	1	1		673-C5
20	Baldwin Hills	2	Angeles Vista Bl.	Slauson Ave.	EB	FS	1	1		673-C6
21	Baldwin Hills	2	Angeles Vista Bl.	Valley Ridge Av.	EB	NS	1	1		673-D5
22	Baldwin Hills		Angeles Vista Bl.	Verdun Av.	EB	FS	1	1		673-D5
23	Baldwin Hills	2	Angeles Vista Bl.	Verdun Av.	WB	NS	1	1		673-D5
24	Rancho Dominqu	2	Atlantic Bl.	COMPTON AVE.	SB	FS	1	1		735-D4
25	ELA	1	Atlantic Bl.	Hubbard	NB	FS	1	1		635-H7
26	ELA	1	Atlantic Blvd.	Pomona Blvd.	NB	FS	1	1		635-H6
27	ELA	1	Beverly Bl.	Atlantic BI.	WB	NS	2			635-H6
28	Baldwin Hills	2	Centinela	Sherbourne	WB	FS	1			
29	ELA	1	Cesar Chavez Av.	Ditman Av.	WB	NS	1	1		635-D5
30	ELA	1	Cesar Chavez Av.	Rowan Av.	WB	FS	1	1		635-D5
31	ELA	1	Cesar Chavez Av.	Ford	WB	NS	1	1		635-F5
32	ELA	1	Cesar Chavez Av.	Marianna Av.	WB	FS	1	1		
33	ELA	1	City Terrace Dr.	Hazard Ave.	WB	NS	1	1		635-E3
34	ELA	1	City Terrace Dr.	Hazard Ave.	EB	NS	2	1	1	635-E3
35	ELA	_	City Terrace Dr.	Herbert Av.	WB	FS	1	1	1	
36	Rowland Hts	1	Colima Road	Jellick Av.	WB	NS	1	1		679-A5
37	Florence		COMPTON AVE.	60th ST.	SB	NW	11	1		674-G6
38	Florence		COMPTON AVE.	66TH ST.	NB	SE	1	1		674-F7
39	Florence		COMPTON AVE.	70th ST.	NB	SE	1	1		674-F7
40	Rancho Domingu		COMPTON AVE.	Atlantic BI.	EB	NS	1	1		735-D4
41	Florence		COMPTON AVE.	Gage AVE.	NB	SE			1	674-F6
42	Florence		COMPTON AVE.	Nadeau St.	NB	SE		1		704-F1
43	ELA		Fairmount St.	Hazard Ave.	WB	FS	1	1		635-E4
44	Florence		Firestone Blvd.	Fir Ave.	EB	SW	2	_1_		704-H2
45	Florence		Firestone Blvd.	GRAHAM AVE.	WB	NE	1	1		704-G2
46	Florence		Firestone Blvd.	GRAHAM AVE.	EB	SW	2	1		704-G2
47	Florence		Firestone Blvd.	HOLMES AVE.	WB	NE	1	1		704-G2
48 49	Florence		Firestone Blvd.	HOLMES AVE.	EB	SW	2	1		704-G2
50	ELA ELA		Floral Dr. Floral Dr.	Marianna Av.	EB	NS	1	1		635-E5
51	Florence		Florence Ave.	Marianna Av. COMPTON AVE.	WB EB	NS NS	1 2	1 1		635-E5 674-F7
52	Florence		Florence Ave.	Pacific Blvd.	EB	FS	2	1		674-F7
53	La Crescenta		Foothill Blvd.	Glenwood Ave.	EB	NS	1	1		534-F1
54	La Crescenta		Foothill Blvd.	La Crescenta Ave.	EB	NS	1			534-F1
55	ELA		Gage Áve.	Blanchard St.	NB	NS	1	1		635-D4
56	ELA		Gage Ave.	Blanchard St.	SB	FS	1	1		635-D4
	ELA		Gage Ave. Gage Ave.	Harris	NB	FS		1		000-D4
58	ELA		Gage Ave.	Harris	SB	Opp	1	1		
59	ELA		Garfield	Ferguson	NB	FS	1	1		
60	Whittier	-	Gunn Ave.	Adventure Co. Park	WB	AT	1	1		677-D4
61	Whittier		Gunn Ave.	Adventure Co. Park	EB	AT	1	1		677-D4
62	Valinda		Hacienda Blvd.	Maplegrove St.	NB	FS	1	1		638-D4
	Baldwin Hills		Hawthorne	104th	SB	FS	1	1		
	ELA		Hazard Ave.	Snow Dr.	NB	NS	1	1		635-E4
	ELA		Hazard Ave.	Snow Dr.	SB	FS	1	1		635-E4
	Florence		HOLMES AVE.	62nd ST	SB	NW	1	1		674-G6
	Florence		HOLMES AVE.	66TH ST.	NB	SE	1	1		674-G7
	Florence		HOLMES AVE.	FLORENCE AVE.	SB	NW	1	1		674-G7
	Florence	2	HOLMES AVE.	FLORENCE AVE.	NB	NE	1	1		674-G7
	Florence	2	HOLMES AVE.	Gage AVE.	SB	SW	1	1		674-G6
71	Florence		HOLMES AVE.	Gage AVE.	NB	SE	1	1		674-G6
	Florence	١١ ڪ	TO CITICO / TV C.	Cugo / (V L.	1,10	<u> </u>				0/4-00 1

# Nonadvertising Benches Exhibit L.2

Loc.#	Location	SD	Street	Cross Street	Direction	Corner	No. of units	TR	Wire mesh TR	Map ref.
73	Florence	_	HOLMES AVE.	SLAUSON AVE.	NB	SE	1	1		674-G5
74	ELA	11	Indiana	Gleason (200' S)	NB	NS	1	1		
75 76	Whittier Whittier	4	La Mirada Laurel	Mulberry Florence Av	SB NB	FS NS	1	1		
77	Whittier	1 4	Laurel	Lakeland	NB	FS	1	1	<u> </u>	
78	Whittier		Leffingwell	La Mirada	WB	FS	1	1	-	
79	Florence		Maie St.	88th st.	NB	FS	2	0		704-G2
80	Florence	2	Maie St.	Firestone Bl.	NB	NS	2	1		704-G2
81	ELA	1	Marengo	City Terrace	WB	MB	1	1		
82	Altadena		Mariposa St.	Saint James Pl.	WB	FS	1	1		535-J5
83	ELA Whittier		Mednik Mills	Cesar Chavez Cal High School	NB NB	FS MB	1 2	1		
85	Whittier		Mulberry	La Mirada	WB	FS	1	1		
86	Arcadia	<u> </u>	Myrtle Av.	Wyland Wy.	NB	NS	1	1		597-G1
87	Florence		NADEAU ST.	ALAMEDA ST.	EB	SW	1	1		704-H1
88	Florence	_	NADEAU ST.	ALAMEDA ST.	WB	NW	1	1		704-H1
89	Baldwin Hills	2	Overhill Dr.	Northridge Dr.	NB	FS	1	1		673-C5
90	Baldwin Hills	2	Overhill Dr.	Northridge Dr.	SB	FS	1	1		673-C5
91	Baldwin Hills		Overhill Dr.	Slauson Ave.	NB	FS	1	1		673-C6
92	Florence		PACIFIC BLVD.	BROADWAY	NB OB	NE		1	<u> </u>	704-J1
93	Florence		PACIFIC BLVD.	BROADWAY	SB	SW	1	2		704-J1
94 95	Florence Florence		PACIFIC BLVD. PACIFIC BLVD.	GRAND AVE.	SB SB	NW NW	1		2	704-J1
96	Florence		PACIFIC BLVD.	LIVE OAK ST.	NB	NE NE	2	2	2	704-J1 704-J1
97	Valinda		Puente Ave.	Amar Rd.	SB	FS	1	1		638-A3
98	ELA		Rowan Av.	1st St.	NB	FS	2	1		635-D6
99	Pasadena		Rosemead Bl.	Huntington Dr	SB	FS	1	1		566-H6
100	S. San Gabriel	1	San Gabriel Blvd.	Sierra Bonita	NB	NS	1	1		636-F4
101	S. San Gabriel	1	San Gabriel Blvd.	Sierra Bonita	SB	FS	1	1		636-F4
102	S. San Gabriel		San Gabriel Blvd.	Celito Dr.	SB	FS	1	1		636-F4
103	Florence		SANTA FE AVE.	FLORENCE AVE.	NB	SE	2	2		674-H7
104	Florence		SANTA FE AVE.	GRAND AVE.	NB	SE	1	1		704-H1
105 106	Florence		SANTA FE AVE.	GRAND AVE.	SB	NW	1	1		704-H1
106	Florence Florence		SANTA FE AVE. SEVILLE AVE.	WALTER BROADWAY	SB SB	NW	1	1		704-H1 704-J1
108	Florence		SEVILLE AVE.	GRAND AVE.	SB	NW	1	1		704-J1
109	Florence	-	SEVILLE AVE.	GRAND AVE.	NB	SE	1	1		704-J1
110	Florence		SEVILLE AVE.	LIVE OAK ST.	NB	SE	1	1		704-J1
111	Florence	1	SEVILLE AVE.	LIVE OAK ST.	SB	NW	1	2		704-J1
112	Baldwin Hills		Slauson Ave.	Overhill Dr.	EB	NS	2	1		673-C6
113	Florence	+	SLAUSON AVE.	COMPTON AVE.	NB	SE	1	1		674-F5
114	Florence		SLAUSON AVE.	HOLMES AVE.	NB	SE	1	_1_		674-G5
115	Baldwin Hills	_	Slauson Ave.	Overhill Dr.	WB	FS	1	1		673-C6
116 117	Florence Baldwin Hills	-	SLAUSON AVE. Stocker St.	RANDOLPH ST. Don Lorenzo Dr.	SB EB	SW NS	2	2		674-G5 673-C4
	Baldwin Hills		Stocker St.	Don Miguel Dr.	EB	NS	1	1		673-C4
	Baldwin Hills		Stocker St.	Precidio Dr.	EB	FS	1	1		673-E3
	Baldwin Hills		Stocker St.	Valley Ridge Av.	EB	NS	1	1		673-D3
	Valinda		Sunset Av.	Amar Rd.	NB	FS	1	1		638-C4
	Valinda	1	Sunset Av.	Blackwood St.	SB	NS	1	1		638-C4
	Whittier		Telechron Ave.	Telegraph Rd	SB	FS	1	1		707-C5
	Whittier		Telegraph Rd	Florence / Mills	EB	FS	1	1		707-C5
	Whittier		Telegraph Rd	Telechron Ave.	EB	NS FO	1	1		707-C5
	Whittier Marina del rey	+	Telegraph Rd	Telechron Ave.	WB	FS	1	_1		707-C5
	ELA	_	Via Marina Whittier Bl.	Bora Bora Amalia	SB EB	NS NS	1 1	1		675 LI4
	ELA ELA		Whittier Bl.	Eastern Av.	EB	FS	1	+		675-H1 635-F7
	ELA		Whittier Bl.	Oakford Dr.	WB	NS	2	2	+	675-H1
	Willowbrook		Wilmington Ave.	120th	SB	FS	1	1		734-G1
	Willowbrook		Wilmington Ave.	122nd St.	NB	NS	1	1		734-G1
133	Willowbrook	2	Wilmington Ave.	124th St.	SB	FS	1	1		734-G1
	Willowbrook		Wilmington Ave.	El Segundo	NB	FS	1	1		734-G1
	Willowbrook		Wilmington Ave.	Hahn Plaza	NB	NS	1	1		704-G7
	Bassett		Workman Mill Rd.	3rd Ave.	EB	NS	1	1		637-J4
	Bassett		Workman Mill Rd.	Crossroad Pkwy.	EB	FS	1	1		637-E6
	Bassett Bassett	-	Workman Mill Rd. Workman Mill Rd.	Crossroad Pkwy.  Don Julian Rd.	WB WB	MB FS	1 1	1		637-E6
	Bassett		Workman Mill Rd.	Oakman Dr.	EB	FS	1	1		637-H5 637-G5
	Bassett		Workman Mill Rd.	Pellissier Pl.	EB	FS	1	1		637-G5 637-E6
	Bassett		Workman Mill Rd.	Valley Blvd.	WB	FS	1	1		637-L6
	Bassett	-	Workman Mill Rd.	Whittier Woods	EB	FS	1	1		637-E6
							161	142	6	

## Nonadvertising Benches Exhibit L.2

Loc.#	Location	SD	Street	Cross Street	Direction	Corner	No. of units	TR	Wire mesh TR	Map ref.
Number of	Non-Ad, bench id	catio	ns in SD-1	75						
Number of	Non-Ad. bench lo	catio	ns in SD-2	53						
Number of	Non-Ad. bench lo	catio	ns in SD-3	0						
Number of	Non-Ad. bench lo	catio	ns in SD-4	10						
Number of	Non-Ad. bench lo	catio	ns in SD-5	5	_					
				143	····					

 $P.\label{eq:policy_loss} P.\label{eq:policy_loss} P.\label{eq:policy_loss_policy_los$ 

Auto #	STREET	CROSS STREET	DIR	Near/F ar Side	WATERSHED	SD	MAP REF.	Other non-	COMMUNITY	NPDES
1	108TH ST	GRAMERCY PL	EB	NS	Dominguez Channel	2	703-H5		Westmont	TY
2	108TH ST	GRAMERCY PL	WB	FS	Dominguez Channel	2	703-H5		Westmont	Y
5	135TH ST	MAIN ST.	EB	FS	Dominguez Channel	2	734-C2		Athens Village	Y
8	1st Street	MEYLER St.	WB	FS	Dominguez Channel	4	824-A4		San Pedro	Y
9	1st Street	MEYLER St.	EB	NS	Dominguez Channel	4	824-A4		San Pedro	Y
29	3rd Street	Gage Av.	EB	NS	Los Angeles River	1_1_	635-D6		ELA	N
30	6th Street 3rd Street	Bradshawe Downey Bd	EB EB	NS FS	Los Angeles River	1_1_	635-F6		ELA	N
	7th Ave	Downey Rd. 60 Fwy	NB	FS	Los Angeles River San Gabriel River	1 4	635-76		ELA Hacienda Hts	Y
	7th Ave	Clark Ave	NB	NS	San Gabriel River	4	637-J7		City of Industry	T
	92nd St.	Bandera	WB	FS	Dominguez Channel	2	031-31		Walnut Park	Y
	AGOURA RD	26701 AGOURA RD	WB	MB	Malibu Creek	3	558-G6		Calabasas	Y
	Alondra Bl.	Haskins Av.	WB	FS	Dominguez Channel	2	734-E6		West Rancho Domig	Y
	Altadena Dr.	Fair Oak	WB	NS	Los Angeles River	5	535-H5		Altadena	N
46	Altadena Dr.	Fair Oak	EB	NS	Los Angeles River	5	535-H5		Altadena	N
47	Altadena Dr.	Fontanet Way	EB	NS	Los Angeles River	5	536-A5		Altadena	N
	Amar Rd.	Millbury Ave.	WB	NS	San Gabriel River	1	638-A3		West Puente Valley	Y
	Amar Rd.	Sunkist Ave.	WB	NS	San Gabriel River	1	638-B3		West Puente Valley	Y
	Amar Rd.	Sunset Ave.	WB	NS	San Gabriel River	1	638-C4		West Puente Valley	Y
	Arrow Hwy	Ваггапса Ave.	EB	FS	San Gabriel River	5	599-C2		Azusa	Y
	Arrow Hwy Arrow Hwy	Bonnie Cove Ave.	EB WB	NS FS	San Gabriel River San Gabriel River	5 5	599-F2 599-F2		Charter Oak	Y
	Arrow Hwy	Bonnie Cove Ave. Clydebank Ave.	WB	NS NS	San Gabriel River	1	599-F2 598-H2		Charter Oak Covina	Y
	Arrow Hwy	Strawberry Ln	WB	FS	San Gabriel River	1	599-H2		Covina	Y
	Avalon Blvd.	14714 Avalon Blvd.	NB	NS	Dominguez Channel	2	734-D4		Rosewood	Y
	Avalon Blvd.	14715 AVALON Blvd.	SB	NS	Dominguez Channel	2	734-D4		Rosewood	Y
-	Avaion Blvd.	REDONDO BEACH BL	SB	NS	Dominguez Channel	2	734-D5		Rosewood	Y
<del></del>	Avalon Blvd.	SAN PEDRO St.	NB	FS	Dominguez Channel	2	734-D3		Rosewood	Ÿ
94	Avalon Blvd.	SAN PEDRO St.	SB	NS	Dominguez Channel	2	734-D3		Rosewood	Y
	Badillo St	Lyman Ave	EB	FS	San Gabriel River	5	599-G4		Charter Oak	Y
	Blanchard St.	Dundas St.	WB	NS	Los Angeles River	1	635-E7		ELA	N
	CAMERON AVE.	GRAND AVE.	EB	NS	San Gabriel River	5	639-E2		San Dimas	Y
	CAMERON AVE.	GRAND AVE.	WB	FS	San Gabriel River	5	639-E2		San Dimas	Y
	CARMENITA RD.	FLORENCE AVE. LAKELAND RD.	NB NB	NS FS	San Gabriel River San Gabriel River	4	707-C5 707-C6		South Whittier	Y
	CARMENITA RD. CARMENITA RD.	MEYER RD.	NB	FS	San Gabriel River	4	707-C6		South Whittier South Whittier	Y
	CARMENITA RD.	MEYER RD.	SB	FS	San Gabriel River	4	707-C7		South Whittier	Y
	CARMENITA RD.	SUNSHINE AVE.	NB	NS	San Gabriel River	4	707-C7		South Whittier	Ÿ
	CARMENITA RD.	SUNSHINE AVE.	SB	NS	San Gabriel River	4	707-C7		South Whittier	Ÿ
	CARMENITA RD.	WALBURG ST.	NB	NS	San Gabriel River	4	707-C3		South Whittier	Y
114	CARSON ST.	NORMANDIE AVE.	EB	FS	Dominguez Channel	2	764-A6		West Carson	Y
115	Centinela Av.	Alvern	WB	FS	Ballona Creek	2	672-J7		Baldwin Hills	N
	Cesar E. Chavez Ave.	Mariana Ave.	EB	FS	Los Angeles River	1	635-E5		ELA	N
	Citrus Ave.	Laxford Rd.	NB	FS	San Gabriel River	11	599-B2		Azusa	Y
	Colima Rd.	Allenton Ave.	WB	FS	San Gabriel River	4	678-C6		Hacienda Hts	Y
	Colima Rd.	Banida Ave.	WB	AT	San Gabriel River	4	679-C5		Rowland Hts	Y
	Colima Rd.	Batson Ave.	EB	NS	San Gabriel River	4	679-A5		Rowland Hts	Y
	Colima Rd. Colima Rd.	CAMINO DEL SUR Countrywood Ave.	EB WB	NS NS	San Gabriel River San Gabriel River	4	678-A6 678-E4		Hacienda Hts Hacienda Hts	Y
	Colima Rd.	Dawn Haven-Halliburton	WB	NS	San Gabriel River	4	678-E4		Hacienda Hts	Y
	Colima Rd.	Dawn Haven-Halliburton	EB	FS	San Gabriel River	4	678-E4		Hacienda Hts	Ÿ
	Colima Rd.	Desire Ave.	EB	NS	San Gabriel River	4	679-B5		Rowland Hts	Ÿ
	Colima Rd.	Desire Ave.	WB	NS	San Gabriel River	4	679-B5		Rowland Hts	Υ
	Colima Rd.	Hacienda Blvd.	WB	FS	San Gabriel River	4	678-E4		Hacienda Hts	Υ
	Colima Rd.	Hacienda Blvd.	EB	FS	San Gabriel River	4	678-E4		Hacienda Hts	Υ
	Colima Rd.	Haliburton Rd.	WB	FS	San Gabriel River	4	678-E4		Hacienda Hts	Υ
	Colima Rd.	Jellick Ave.	EB	NS	San Gabriel River	4	679-A5		Rowland Hts	Y
	Colima Rd.	Larkvane Rd.	EB	NS ES	San Gabriel River	4	678-J5		Rowland Hts	Y
	Colima Rd. Colima Rd.	Lake Canyon Dr. Lake Canyon Dr.	EB WB	FS NS	San Gabriel River	4	679-E4 679-E4		Rowland Hts	Y
	Colima Rd. Colima Rd.	Otterbein Ave.	EB	FS	San Gabriel River San Gabriel River	4	679-E4 679-C5		Rowland Hts Rowland Hts	Y
	Colima Rd.	Otterbein Ave.	WB	NS PS	San Gabriel River	4	679-C5		Rowland Hts	Y
	Colima Rd.	Punta Del Este Dr.	EB	FS	San Gabriel River	4	678-D5		Hacienda Hts	Y
	Colima Rd.	Stimson Ave.	WB	NS	San Gabriel River	4	678-C6		Hacienda Hts	Y
	Colima Rd.	Walnut Hall Rd.	EB	FS	San Gabriel River	4	678-H4		Rowland Hts	Y
	Colorado Bl.	Rosemead Bl.	EB	FS	Los Angeles River	5	566-H4		East Pasadena	N
198	Compton Bivd	STANFORD Ave.	EB	NS	Dominguez Channel	2	734-E4		West Rancho Domig	Y
	Compton Blvd	STANFORD Ave.	WB	NS	Dominguez Channel	2	734-E4		West Rancho Domig	Y
	Covina Blvd.	Glen Arden Ave.	EB	IN	San Gabriel River	5	599-G3		Charter Oak	Y
	Covina Blvd.	Sunflower Ave.	WB	FS	San Gabriel River	5	599-G3		Charter Oak	Y
	Crenshaw Blvd.	132ND ST	SB	FS	Dominguez Channel	2	733-F2		El Camino Villg	Y
	Crenshaw Blvd.	147TH ST	SB	NS	Dominguez Channel	2	733-F4		El Camino Villg	Y
	Crenshaw Blvd. Crenshaw Blvd.	154TH ST MARINE Ave.	SB SB	FS FS	Dominguez Channel	2	733-F5 733-F5		El Camino Villa	Y
	Eastern Ave.	Hammel St.	SB	FS	Dominguez Channel Los Angeles River	2	199-19		El Camino Vilig ELA	Y N
	El Segundo Blvd.	Ocean Gate Ave.	EB	FS	Dominguez Channel	2	733-B2		Del Aire	Y
	El Segundo Blvd.	SHOUP Ave.	EB	NS	Dominguez Channel	2	733-B2		Del Aire	Y
	El Segundo Blvd.	WLTON PI.	WB	FS	Dominguez Channel	2	733-H1		Athens	Y
	Fair Oaks Av.	Altadena Dr.	SB	FS	Los Angeles River	5	535-H5		Altadena	N
	Fair Oaks Av.	Altadena Dr.	NB	FS	Los Angeles River	5	535-H5		Altadena	N
	Fair Oaks Av.	Loma Alta Dr.	SB	FS	Los Angeles River	5	535-J4		Altadena	N
	Firestone Blvd.	Fir Ave.	WB	FS	Los Angeles River		704-H2		Florence	N
242	Florence Av	Beach St.	EB NB	NS NS	Los Angeles River	2	674-G7		Florence	N
274	Freeman Ave.	104th St.			Dominguez Channel	2	703-D5		Lennox	Y

Auto #	STREET	CROSS STREET	DIR	Near/F ar Side	WATERSHED	SD	MAP REF.	Other non- ad items	COMMUNITY	NPDES
276	Francisquito Ave.	Rama Dr.	SB	NS	San Gabriel River	1	638-C2		West Puente Valley	Y
277	Francisquito Ave.	Orange Ave	EB	NS	San Gabriel River	1	638-C2		West Puente Valley	Y
283 284	Gage Ave.	Hooper Ave	WB EB	NS FS	Los Angeles River	2	674-F6		Florence	N
285	Gage Ave.	Hooper Ave 7th Ave.	EB	FS	Los Angeles River San Gabriel River	4	677-J1		Florence Hacienda Hts	N
286	Gale Ave.	9th Ave.	EB	NS	San Gabriel River	4	678-A1		Hacienda Hts	÷
287	Gale Ave.	9th Ave.	WB	NS	San Gabriel River	4	678-A1		Hacienda Hts	Y
288	Gale Ave.	Angelcrest Dr. / Kwis Ave.	EB	MB	San Gabriel River	4	678-B1		Hacienda Hts	Y
289	Gale Ave.	Farmstead Ave.	EB	NS	San Gabriel River	4	678-C2		Hacienda Hts	Y
290	Gale Ave.	FIELDGATE Ave.	EB	NS	San Gabriel River	4	678-E2		Hacienda Hts	Y
291	Gale Ave.	HACIENDA BIVd.	EB	FS	San Gabriel River	4	678-C2		Hacienda Hts	Y
293 294	Gale Ave. Gale Ave.	HINNEN Ave.	EB WB	NS NS	San Gabriel River San Gabriel River	4	678-D2		Hacienda Hts Hacienda Hts	Y
295	Gale Ave.	Latchford Ave.  MARCHMONT Ave.	EB	NS	San Gabriel River	4	677-J1 678-C2		Hacienda Hts	Y
296	Gale Ave.	STIMSON Ave.	EB	NS	San Gabriel River	4	678-D2		Hacienda Hts	Y
299	Grand Ave.	Cypress St.	NB	NS	San Gabriel River	5	599-D4		Covina	Y
300	Grand Ave.	Cypress St.	SB	FS	San Gabriel River	5	599-D4		Covina	Y
301	Grand Ave.	Rowland Ave.	SB	NS	San Gabriel River	5	599-D6		Covina	Y
304	HACIENDA BIVd.	GALE AVE.	NB	FS	San Gabriel River	4	678-C2		Hacienda Hts	Y
	HACIENDA BIVd.	Halliburton Rd.	NB	FS	San Gabriel River	4	678-B4		Hacienda Hts	Y
	HACIENDA BIVd. HACIENDA BIVd.	LA SUBIDA Dr.	NB SB	NS	San Gabriel River	4	678-B5		Hacienda Hts	Y
	HACIENDA BIVO.	LA SUBIDA Dr. LOS ALTOS Dr.	NB	NS FS	San Gabriel River San Gabriel River	4	678-B5 678-B5		Hacienda Hts Hacienda Hts	Y
	HACIENDA BIVO.	LOS ALTOS Dr.	SB	FS	San Gabriel River	4	678-B5		Hacienda Hts	Y
	HACIENDA BIVd.	NEWTON ST.	SB	NS	San Gabriel River	4	678-B4		Hacienda Hts	Ÿ
	HACIENDA BIVd.	TETLEY ST.	SB	FS	San Gabriel River	4	678-B4		Hacienda Hts	Ÿ
314	HACIENDA Blvd.	THREE PALMS St.	SB	FS	San Gabriel River	4	678-C2		Hacienda Hts	Y
	Halliburton Rd.	Ember Glen Rd	SB	NS	San Gabriel River	4	678-D4		Hacienda Hts	Υ
	Halliburton Rd.	Ember Glen Rd	NB	FS	San Gabriel River	4	678-D4		Hacienda Hts	Υ
	Halliburton Rd.	STIMSON Ave.	EB	NS	San Gabriel River	4	678-C4		Hacienda Hts	Y
	Halliburton Rd.	STIMSON Ave.	WB NB	NS FS	San Gabriel River	2	678-C5 703-C5		Hacienda Hts Lennox	Y
	Hawthome Bl. Hill Dr.	104th St. Potrero Grande Dr.	NB	NS NS	Dominguez Channel Los Angeles River	1	636-E4		S. San Gabriel	Y N
	Hooper Ave	Gage Ave.	NB	FS	Los Angeles River	2	674-F6		Florence	N
	Hooper Ave	60th St	NB	NS	Los Angeles River	2	674-F6		Florence	N
	Hooper Ave	60th St	SB	NS	Los Angeles River	2	674-F6		Florence	N
340	Hooper Ave	Slauson Ave.	NB	NS	Los Angeles River	2	674-F5		Florence	N
	Hooper Ave	Slauson Ave.	SB	FS	Los Angeles River	2	674-F5		Florence	N
	IMPERIAL HWY	Burgess	WB	FS	San Gabriel River	4	737-E1		South Whittier	Υ
	IMPERIAL HWY	Tigrina Ave	WB	NS	San Gabriel River	4	738-A1		South Whittier	Y
	IMPERIAL HWY	WESTERN Ave.	WB	FS	Dominguez Channel	2	703-H6		Athens	Y
	IMPERIAL HWY IMPERIAL HWY	GROVEDALE	WB WB	NS NS	San Gabriel River San Gabriel River	4	737-C1 737-J1		South Whittier South Whittier	Y
	IMPERIAL HWY	LEFFINGWELL	WB	NS	San Gabriel River	1	737-31 737-B1		South Whittier	Y
	IMPERIAL HWY	REDFERN AV	WB	NS	Dominguez Channel	2	703-B6		Lennox	Y
	IMPERIAL HWY	SHOEMAKER Av.	WB	NS	San Gabriel River	1	737-B1		South Whittier	Y
	IMPERIAL HWY	VALLEY VIEW	WB	FS	San Gabriel River	4	737-E1		South Whittier	Y
	Inglewood Av.	11TH ST	NB	NS	Dominguez Channel	2	703-B6		Lennox	Υ
	Inglewood Av.	111TH ST	SB	NS	Dominguez Channel	2	703-B6		Lennox	Υ
	Inglewood Av.	132ND ST	NB	NS	Dominguez Channel	2	733-B2		Del Aire	Y
	Inglewood Av.	132ND ST	SB	FS	Dominguez Channel	2	733-B2		Del Aire	Y
	Inglewood Av. Inglewood Av.	LENNOX BL LENNOX BL	NB SB	FS NS	Dominguez Channel  Dominguez Channel	2	703-B6 703-B6		Lennox	Y Y
	Irwindale	Badillo	NB	FS	Los Angeles River	5	598-f5		Lennox West Covina	
	La Cienega Bl.	104TH ST	NB	NS	Dominguez Channel	2	703-A5		Lennox	N Y
	La Cienega Bl.	111TH ST	NB	NS	Dominguez Channel	2	703-A6		Lennox	Ÿ
368	La Cienega Bl.	Slauson	SB	FS	Ballona Creek	2	673-A6		Ladera Hts	N
369	La Mirada Bl.	Homell St.	NB	FS	San Gabriel River	4	707-G6		South Whittier	Υ
	La Mirada Bl.	Homell St.	SB	NS	San Gabriel River	4	707-G6		South Whittier	Υ
	La Mirada Bl.	Leffingwell Rd.	NB	FS	San Gabriel River	4	707-G6		South Whittier	Y
	La Puente Rd.	Sentous St.	EB	NS	San Gabriel River	5	679-C1		West Covina	Y
	Lake Av. Lake Av.	Mariposa St. Mendicino St.	SB	NS	Los Angeles River	5	536-A6		Altadena	N N
	Lake Av. Lake Av.	Mendicino St. Mendicino St.	NB SB	NS FS	Los Angeles River Los Angeles River	5	536-A6 536-A6		Altadena Altadena	N N
	Lake Av.	Morada Pl. x 2	SB	NS NS	Los Angeles River	5	536-A6 536-A7		Altadena	N N
	Lake Av.	Morada PI.	NB	NS	Los Angeles River	5	536-A7		Altadena	N
	Lake Av.	New York Dr.	SB	NS	Los Angeles River	5	536-A7		Altadena	N
381	Lake Av.	New York Dr.	NB	FS	Los Angeles River	5	536-A7		Altadena	N
	Lake Av.	Woodbury Rd.	NB	FS	Los Angeles River	5	536-A7		Altadena	N
	Lark Ellen Av.	Francisquito Av.	NB	NS	San Gabriel River	5	638-H3		Valinda	Υ
	Lark Ellen Av.	Francisquito Av.	SB	NS	San Gabriel River	5	638-H3		Valinda	Y
	Leffingwell Rd	CARMENITA RD	WB	NS	San Gabriel River	4	707-C7		South Whittier	Y
	Leffingwell Rd Leffingwell Rd	KIBBEE AV LELAND AV	EB EB	NS NS	San Gabriel River San Gabriel River	4	707-H6 707-C7		South Whittier	Y
	Leffingwell Rd	LELAND AV	WB	NS NS	San Gabriel River	4	707-C7		South Whittier South Whittier	Y
	Leffingwell Rd	LOMA DR	WB	NS	San Gabriel River	4	707-D7		South Whittier	- <u>†</u> -
	Leffingwell Rd	STAMY RD	WB	NS	San Gabriel River	4	707-G6		South Whittier	Ÿ
	Leffingwell Rd	TELEGRAPH RD	WB	FS	San Gabriel River	4	707-E7		South Whittier	Ý
	Leffingwell Rd	TOERGE DR	WB	NS	San Gabriel River	4	707-G6		South Whittier	Υ
		DIALITA ATTAC	EB	NS	San Gabriel River	4	707-E7		South Whittier	Υ
395	LEFFINGWELL	VALLEY VIEW								
395 I	LEFFINGWELL Leffingwell Rd Leffingwell Rd	VALLEY VIEW Valley View Ave MEYER RD.	WB EB	FS NS	San Gabriel River San Gabriel River	4	707-E7 707-D7		South Whittier South Whittier	Y Y

Auto #	STREET	CROSS STREET	DIR	Near/F ar Side	WATERSHED	SD	MAP REF.	Other non- ad items	COMMUNITY	NPDES
400	Leffingwell Rd	Valley View Ave	EB	NS	San Gabriel River	4	707-E7		South Whittier	Y
401	Lennox BI.	Freeman Av.	EB	NS	Dominguez Channel	2	703-D6		Lennox	Y
402 404	Lennox BI. Lincoln	Freeman Av.	SB	NS NS	Dominguez Channel Los Angeles River	5	703-D6 535-G6		Lennox	Y
404	Live Oak Av.	Figueroa 10th Av.	WB	NS	Los Angeles River	5	597-F2		Altadena May Flower Village	N
409	Main St.	Lennon	SB	FS	Dominguez Channel	2	734-C4		Rosewood	Y
	Manhatten Beach Bl.	LEMOLI AV	WB	FS	Dominguez Channel		733-F6		El Camino Villg	Y
415	Marine Av.	CHADRON Av.	WB	FS	Dominguez Channel	2	733-F5		El Camino Villg	Y
416	Marine Av.	CRENSHAW BL	WB	FS	Dominguez Channel	2	733-F5		El Camino Villg	Y
417	Marine Av.	LEMOLI AV	EB	FS	Dominguez Channel	2	733-F4		El Camino Villg	Y
	Marine Av.	LEMOLI AV	WB	FS	Dominguez Channel	2	733-F4		El Camino Villg	Y
	Mendicino St.	Lake Av.	EB	FS	Los Angeles River	5	536-A6		Altadena	N
	Mendicino St. Mulberry Dr.	Lake Av.	WB EB	FS NS	Los Angeles River San Gabriel River	5	536-A6 707-D3		Altadena South Whittier	N
	Mulberry Dr.	CALMADA AV.	WB	FS	San Gabriel River	4	707-D3		South Whittier	Y
	Mulberry Dr.	COLIMA Rd.	WB	FS	San Gabriel River	4	707-F5		South Whittier	Y
	Mulberry Dr.	GREENING Av.	EB	FS	San Gabriel River	4	707-C3		South Whittier	Y
	Mulberry Dr.	GUNN Av.	WB	NS	San Gabriel River	4	707-D4		South Whittier	Y
431	Mulberry Dr.	RUOFF Av.	EB	NS	San Gabriel River	4	707-E5		South Whittier	Y
	Mulberry Dr.	RUOFF Av.	WB	FS	San Gabriel River	4	707-E5		South Whittier	Y
	Nogales St.	Diasetta St.	NB	FS	San Gabriel River	4	679-B4		Rowland Hts	Y
	Nogales St.	Diasetta St.	SB	NS	San Gabriel River	4	679-B4		Rowland Hts	Y
	Nogales St.	San Jose Av.	NB NB	FS MB	San Gabriel River	4	679-C2		West Covina	Y
	Nogales St. Nomandie Ave	Colima/Diasetta St. 120TH ST	SB	NS NS	San Gabriel River Dominguez Channel	2	679-B4 703-J7		Rowland Hts Westmont	Y
	Normandie Ave	120TH ST	WB	NS NS	Dominguez Channel	2	703-J7 703-J7		Westmont	Y
	Normandie Ave	Oakheath Dr	NB	NS	Dominguez Channel	2	794-A2		Harbor City	Y
	Norwalk Blvd	Bexley Dr.	SB	NS	San Gabriel River	4	676-J5		West Whittier	Y
	Norwalk Blvd	Slauson Av.	NB	FS	San Gabriel River	4	706-J1		Los Nietos	Y
457	Norwalk Blvd	Waddell	SB	FS	San Gabriel River	4	706-J1		Los Nietos	Υ
	Norwalk Blvd	Mines Blvd	NB	FS	San Gabriel River	4	676-J6		West Whittier	Υ
	PAC COAST HWY	TOPANGA CYN	EB	NS	Malibu Creek	3	630-D6		Malibu	Y
	PAC COAST HWY	TOPANGA CYN	WB	FS	Malibu Creek	3	630-D6		Malibu	Y
	PECK Rd	ROOKS RD	SB	NS	San Gabriel River		637-C6		City of Industry	Y
	Puente Ave.	Barrydale St.	NB SB	FS NS	San Gabriel River San Gabriel River	1	638-B2 638-B2		West Puente Valley	Y
	Puente Ave. Puente Ave.	Barrydale St. Cagliero St.	NB	FS	San Gabriel River	1	638-B2		West Puente Valley West Puente Valley	Y
	Puente Ave.	Cagliero St.	SB	FS	San Gabriel River	1	638-B2		West Puente Valley	Y
	Puente Ave.	Moccasin St.	SB	NS	San Gabriel River	1	637-J3		Bassett	Ÿ
	Puente Ave.	Nelson Ave.	SB	NS	San Gabriel River	1	637-J4		Bassett	Ÿ
	Puente Ave.	Sauder St.	SB	NS	San Gabriel River	1	638-A2		West Puente Valley	Y
495	Rosecrans Ave.	Avaion Blvd.	WB	FS	Dominguez Channel	2	734-D3		Rosewood	Y
	Rosemead Blvd	Colorado Blvd.	NB	FS	Los Angeles River	5	566-H4		East Pasadena	N
	Rosemead Blvd	Colorado Blvd.	SB	FS	Los Angeles River	5	566-H4		East Pasadena	N
	Rowan Ave.	EAgle	SB	NS	Los Angeles River	1	F00 D0		ELA .	N
	Rowland Ave. SAN BERNARDINO FW	De Lay Ave.	EB WB	FS	San Gabriel River	5	599-D6		Covina	Y
	SAN BERNARDING FW		EB	NS FS	San Gabriel River San Gabriel River	5 5	599-H7 599-H7		San Dimas San Dimas	Y
	SAN BERNARDINO RD.		EB	FS	San Gabriel River	1	598-E5		Covina	Y
	Santa Fe Ave.	DEL AMO Blvd.	NB	FS	Dominguez Channel	2	765-B4		Rancho Domgz	Y
	Santa Fe Ave.	DEL AMO Blvd.	SB	NS	Dominguez Channel	2	765-B4		Rancho Domgz	Y
518	Santa Fe Ave.	Florence Av	SB	FS	Los Angeles River	2	674-H7		Florence	N
520	Santa Fe Ave.	Florence Av (can #2)	NB	NS	Los Angeles River	1	674-H7		Florence	N
	Santa Fe Ave.	Live Oak St.(can #2)	NB	NS	Los Angeles River	1	704-H1		Florence	N
	Seventh Av.	60 Freeway Exit	NB	FS	San Gabriel River	4	677-J1		Hacienda Hts	Υ
	Seventh Av.	Clark Av.	NB	NS	San Gabriel River	4	637-J7		City of Industry	Y
	Slauson Av. Slauson Av.	ALBURTIS AV MILLERGROVE DR	WB EB	NS NS	San Gabriel River San Gabriel River	4	706-H1 706-H1		Los Nietos Los Nietos	Y
		Norwalk Bl.	WB	NS	San Gabriel River	4	706-H1		Los Nietos	Y
	Telegraph Rd	Ceres Ave	NB	FS	San Gabriel River	4	707-D6		South Whittier	Y
	Telegraph Rd	GUNN AV	NB	NS	San Gabriel River	4	707C5		South Whittier	Ÿ
	Telegraph Rd	VALLEY VIEW AV	EB	NS	San Gabriel River	4	707-E5		South Whittier	Y
	Telegraph Rd	VICTORIA Av.	NB	NS	San Gabriel River	4	707-D6		South Whittier	Υ
	Telegraph Rd	Ceres Ave	EB	FS	San Gabriel River	4	707-D6		South Whittier	Υ
	Towne Av.	Grove St.	SB	NS	San Gabriel River	1	601-B2		Claremont	Υ
	Valinda Av.	Francisquito Av.	NB	NS	San Gabriel River	5	638-G3		Valinda	Y
	VALLEY BL	9TH AVE	EB	NS	San Gabriel River	1	638-B6		City of Industry	Y
	VALLEY BL VALLEY BL	California Ave. COVINA BI.	EB WB	NS NS	San Gabriel River San Gabriel River	1 1	638-B6 637-H3		City of Industry Bassett	Y
	VALLEY BL	COVINA BI.	EB	FS	San Gabriel River	1	637-H3		Bassett	Y
		LA SEDA Rd.	WB	FS	San Gabriel River	1	679-A2		City of Industry	Ÿ
		RANCHO LA PUENTE	WB	FS	San Gabriel River	1	678-J2		San Jose Hills	Ÿ
		SAN ANGELO	WB	FS	San Gabriel River	1	637-H3		Bassett	Ÿ
575	VALLEY BL	YORBITA Rd.	WB	NS	San Gabriel River	1	679-A2		City of Industry	Y
		IMPERIAL HWY	NB	FS	San Gabriel River	4	737-E1		South Whittier	Υ
		SYRACUSE St.	NB	NS	San Gabriel River	4	707-E6		South Whittier	Υ
		104TH ST	NB	NS	Dominguez Channel	2	703-G5		Westmont	Y
		108TH ST	NB	NS	Dominguez Channel	2	703-G5		Westmont	Y
		111TH ST	NB	NS	Dominguez Channel	2	703-G6		Westmont	Y
		CULLIVAN St. LIBERTY CYN RD	NB WB	NS	Dominguez Channel Malibu Creek	3	703-G6		Westmont	Y
597 1		LIDER LI CTN KD	VVD	NS	Manna Creek	اد	558-E7		Agoura	Υ
	VENTURA FWY ON RAI		EB	FS	Malibu Creek	3	558-E7		Agoura	Υ

Auto #	STREET	CROSS STREET	DIR	Near/F ar Side	WATERSHED	SD	MAP REF.	Other non- ad items	COMMUNITY	NPDES
589	Vermont Ave	190TH ST	NB	NS	Dominguez Channel	4	764-B2		West Carson	Y
590	Vermont Ave	220TH ST	NB	FS	Dominguez Channel	2	764-B7		West Carson	Y
591	Vermont Ave	220TH ST	SB	NS	Dominguez Channel	2	764-B7		West Carson	Y
593	Vermont Ave	223RD ST	NB	NS	Dominguez Channel	2	764-B7		West Carson	Y
595	Vermont Ave	232ND ST	NB	FS	Dominguez Channel	2	794-B1		West Carson	Y
597	Vermont Ave	ASHBRIDGE LN	NB	FS	Dominguez Channel	2	794-B3		West Carson	Y
598	Vermont Ave	CARSON ST	SB	FS	Dominguez Channel	2	764-B6		West Carson	Y
601	Vermont Ave	JAVELIN ST	NB	FS	Dominguez Channel	2	764-B5		West Carson	Y
602	Vermont Ave	JAVELIN ST	SB	FS	Dominguez Channel	2	764-B5		West Carson	Y
603	Vermont Ave	LINDENCLIFF ST	SB	NS	Dominguez Channel	2	794-B2		West Carson	Y
604	Vermont Ave	LOMITA BL	SB	NS	Dominguez Channel	2	794-B4		West Carson	Y
	Vermont Ave	SEPULVEDA BL	NB	FS	Dominguez Channel	2	794-B2		West Carson	Y
607	Vermont Ave	214th St	NB	NS	Dominguez Channel	2	764-B6		West Carson	Y
609	WASHINGTON BL	Altadena Dr.	WB	FS	Los Angeles River	5	566-E1		Altadena	N
610	WASHINGTON BL	Appledale	WB	NS	San Gabriel River	4	707-A1		West Whittier	Y
611	WASHINGTON BL	BROADWAY AV	WB	FS	San Gabriel River	4	676-J7		West Whittier	Y
612	WASHINGTON BL	CROWNDALE AV	WB	FS	San Gabriel River	4	707-B1		West Whittier	Y
613	WASHINGTON BL	PIONEER BL	EB	NS	San Gabriel River	4	676-H7		West Whittier	Y
	WASHINGTON BL	PIONEER BL	WB	NS	San Gabriel River	4	676-H7		West Whittier	Y
615	WASHINGTON BL	SORENSON AV	WB	FS	San Gabriel River	4	707-A1		West Whittier	Y
	Whittier Bl.	11730 E WHITTIER BI.	EB	NS	San Gabriel River	4	677-B6		West Whittier	Υ
622	Whittier Bl.	@5200	WB	FS	Los Angeles River	1			ELA	N
631	Whittier Bl.	Herbert Av.	WB	NS	Los Angeles River	1	635-D4		ELA	N
635	Whittier Bl.	Oakford Dr. #2	WB	NS	Los Angeles River	1	675-H1		ELA	N
637	Whittier Bl.	REDMAN Av.	EB	FS	San Gabriel River	4	676-J5		West Whittier	Y
647	Wilmington Av.	124th St.	NB	FS	Los Angeles River	2	734-G1		Willowbrook	N
649	Wilmington Av.	CASHDAN ST	NB	NS	Dominguez Channel	2	764-H3		Rancho Domgz	Y
650	Wilmington Av.	DEL AMO Blvd.	NB	FS	Dominguez Channel	2	764-H4		Rancho Domgz	Y
651	Wilmington Av.	DIMONDALE DR	NB	FS	Dominguez Channel	2	764-H4		Rancho Domgz	Y
653	Wilmington Av.	GLADWICK St.	NB	FS	Dominguez Channel	2	764-H3		Rancho Domgz	Υ
654	Wilmington Av.	GLENN CURTISS St.	NB	NS	Dominguez Channel	2	764-H2		Rancho Domgz	Y
658	Wilmington Av.	UNIVERSITY Dr.	NB	NS	Dominguez Channel	2	764-H2		Rancho Domgz	Y
661	Workman Mill Rd.	CLIOTA St.	EB	NS	San Gabriel River	4	677-B2		Industry	Y
668	Workman Mill Rd.	Don Julian Rd. #2	WB	FS	San Gabriel River	1	637-H5		Bassett	Y
675	Workman Mill Rd.	PIONEER BL	WB	FS	San Gabriel River	4	677-A2		Bassett	Υ
676	Workman Mill Rd.	ROSE HILLS RD	WB	FS	San Gabriel River	4	677-B1		Bassett	Y
679	Workman Mill Rd.	Viking (Company name)	NB	MB	San Gabriel River	1	637-D7		Bassett	Y
681	Workman Mill Rd.	Zee Medical Service	NB	MB	San Gabriel River	1	637-D7		Bassett	Y

	Unit	
SD1	218	32%
SD2	258	38%
SD3	6	1%
SD4	139	21%
SD5	57	8%
TOTAL	678	100%

Reimbursable Amt

# EXHIBIT - L.4 - SOUTH COUNTY SOLAR LIGHT POLE LOCATIONS - MTA TRANSIT STOPS

1	3	Wilmington Av	NS		WB	NS/FS FS	704-G7	g <	Willowbrook	OTHER AMENITIES  Ad shelter
2	1st St	Sunol Dr	NS	E/O	WB		635-E6	-	East Los Angeles	
3	7th	Walker	NS		WB	***************************************	824-A5	4	San Pedro	Ad shelter
4	Arizona Av	Whittier Blvd	ES	O/N	NB	FS	675-F1	-	East Los Angeles	Ad shelter
2	Atlantic	4th St	ES	0/N	NB	FS	635-H7	-	East Los Angeles	Ad shelter
9	Atlantic	Pomona	ES	0/8	NB	NS	635-H6	1	East Los Angeles	
7	Atlantic	Pomona	WS	0/8	SB	FS	635-H6	-	East Los Angeles	Ad shelter
ω	AvL	42nd St West	SS	W/O	EB	NS	4104-74	2	Palmdale	
<b>б</b>	AvL	45th St West	SS	W/0	EB	NS	4104-74	2	Palmdale	
10	Columbia Way	60th St West	NS	E/0	WB	NS	4104-F6	2	Palmdale	
11	Av O	170th St East	SS	M/O	MΒ	R S	4199	5	Palmdale	
12	Avalon	126th St	ജ	ОРР	NB		734-D1	7	Willowbrook	Ad shelter (removed)
13	Beverly	Atlantic	SS	E/0	WB	SN	635-H6	-	East Los Angeles	bench
14	Carson		SS	ОРР	EB	R S	764-A6	7	Harbor City	Ad shelter
15	Cesar Chavez	Belvedere Park	SS	E/0	EB	FS	635-G5	-	East Los Angeles	Ad shelter
16	Cesar Chavez	Gage Av	SS	E/O	WB	SS	635-D5	-	East Los Angeles	Ad shelter
17	Cesar Chavez	Indiana St	SS	E/0	Ш	ES.	635-D5	-	East Los Angeles	Ad shelter
18	Cesar Chavez	Indiana St	SS	E/0	WB	NS	635-D5	-	East Los Angeles	Ad shelter
19	Century	Vermont	SS	0/M	EB	NS	704-A4	2	Athens	Ad shelter
20	Cesar Chavez	Dangler			囧	FS	635-G5	Ψ	East Los Angeles	CDC shelter
21	Cesar Chavez	Dangler			WB	FS	635-G5	Ψ	East Los Angeles	CDC shelter
22	Cesar Chavez	Ford			WB	SN	635-F5	-	East Los Angeles	CDC shelter (removed)
23	Cesar Chavez	Ford			EB	പ്പ	635-F5	-	East Los Angeles	CDC shelter
24	Cesar Chavez	McDonnell			MB	SS	635-F5	-	East Los Angeles	CDC shelter
25	Cesar Chavez	McDonnell			EB	പ്പ	635-F5	τ-	East Los Angeles	CDC shelter
56	Cesar Chavez				EB	SN	635-G5	-	East Los Angeles	CDC shelter
27	City Terrace	Bonnie Beach Pl	SS	0/0	В	SN	635-E3	Ψ	East Los Angeles	Ad shelter
78	City lerrace	Rogers St	NS	E/0	MB	SN	635-E3	Ψ	East Los Angeles	Ad shelter
58	Compton		MS	0/8	SB	മ	674-F7	7	Florence	Ad shelter
30	Compton	Nadeau St	WS	0 2	SB	SN	704-F1	2	Florence	Ad shelter
31	Compton	Slauson	ES	0/8	BB B	SN	674-F5	7	Florence	Ad shelter
32	Eastern	Kamona Blvd	ES	0/8	SB B	SS	635-F2	-	East Los Angeles	Ad shelter
33	Eastern		WS	0 2	SB	SN	635-F3	τ-	East Los Angeles	Non ad shelter (pilot)
34	El Segundo	San Pedro St	SN	0//0	WB	FS	734-D1	7	Willowbrook	Ad shelter
35	Fair Oaks	Figueroa	ES		RB R	RS	535-H4	2	Altadena	Ad shelter
36	Fair Oaks	- 1	WS	0/N	SB	SN	535-H4	2	Rosemead	Ad shelter
37	Fair Oaks	Mariposa St	ജ	0/8	NB NB	NS	535-H5	2	Altadena	Ad shelter (removed)
38	Floral	Mednik	SS	E/0	EB	FS	635-G5	-	East Los Angeles	Ad shelter
33	Florence	Bell	SS	0//	EB	NS	674-G7	2		Maravilla shelter
40	Florence	Graham	NS	9	WB		674-G7	7	Florence	Maravilla shelter
41	Florence	Holmes	SS	0//0	B	SS	674-G7	2	Florence	Trash rec.

# EXHIBIT - L.4 - SOUTH COUNTY SOLAR LIGHT POLE LOCATIONS - MTA TRANSIT STOPS

42		Mountain View	SS		EB EB	NS/FS	675-A7	G -	Florence	Maravilla shelter
43	Foothill	Glenwood Av	SN	E/0	WB	NS	534-F1	5	La Crescenta	Ad shelter
44	Francisquito	California	SS	0//	EB	NS		+	La Puente	Maravilla shelter
45	Garfield Av		WS	N/O	SB	SS	676-B2	-	East Los Angeles	
46	Hamilton	RTD Park N Ride	SM		SB		764-B5	2	Harbor City	Ad shelter
47	Hammel	Brannick Av	SS	0//	EB	NS	635-E5	-	East Los Angeles	Ad shelter
48	Hammel	Hazard Av	SS	E/0	EB	FS	635-E5	-	East Los Angeles	Ad shelter
49	Holmes	68th	ES	0/8	NB NB	SN	635-G7	-	Florence	Maravilla shelter
20	Holmes	Randolph	ES	0/8	NB	NS	635-G6	Ļ	Florence	Maravilla shelter
51	Imperial	Burgess	SS	0//	WB	FS	737-E1	4	Whittier	Trash rec.
52	Imperial	Springview Dr	SS	0//		FS	737-F1	4	Whittier	Ad shelter
53	Imperial	Meyer	NS	M/O		FS	737-D1	4	Whittier	Ad shelter
54	La Crescenta	Altura	MS	8/0	SB	FS	534-G2	2	La Crescenta	Ad shelter
55	Lake	Fontanet	MS	8/0	SB	FS	536-A6	2	Altadena	Ad shelter
56	Leffingwell	Arroyo Dr	SS	E/0	WB	NS	707-F6	4	Whittier	Ad shelter
57	Lettingwell	Meyer	SS	0//	EB	NS	707-D7	4	Santa Fe Spring	Trash rec.
28	Main		S/N	0 2	SB	SN	734-C2	2	Willowbrook	
56	Main		ES	0/N	NB	FS	734-C2	2	Willowbrook	Ad shelter
09		Allenhurst St	ES	0/8	NB NB	SN	734-C3	7	Carson	Ad shelter
61	Manhattan Beach	Chadron	SS		EB		733-F5	2	Hawthorne	Ad shelter
62	Mednik	3rd St	ES	N/O	NB	FS	635-G6	-	East Los Angeles	Ad shelter
63	Mednik	3rd St.	MS	0/8	SB	FS	635-G6	_	East Los Angeles	Ad shelter
64	Mednik	Floral	SN MS	0 N	SB	SN	635-G5	-	East Los Angeles	Ad shelter
65	Montrose	Briggs Av	SS	E/0	WB	NS	534-H3	5	La Crescenta	Ad shelter
99	Montrose	Rosemont	SN	E/0	WB	SS	534-G2	5	La Crescenta	Ad shelter
/9	Normandie	104th St	MS	0 2	SB	SN	703-35	2	Athens	Ad shelter
98	Normandie		ES	0/S	g N	SS	794-A2	2	Hawthorne	Trash rec.
100	Normandie	Sepulveda Blvd	MS	0 2	SB	SS	794-A2	2	Harbor City	Ad shelter
5/2	Olympic	Arizona Av	SS	E/O	EB	FS	675-F1		East Los Angeles	Ad shelter (removed)
- / - / - / - / - / - / - / - / - / - /	Olympic	Augusta St	SS	E/O	MB:	SN	675-E1	-	East Los Angeles	Ad shelter
7/	Clympic	Ditman AV	SS	0 (	MB MB	S I	675-D1	-	East Los Angeles	Ad shelter
73	Olympic	негреп Ау	SS	E/0	EB	FS	675-E1	-	East Los Angeles	Ad shelter
4/	Olympic	Marianna Av	SS	0//	EB	SS	675-E1	-	East Los Angeles	Ad shelter (removed)
(2)	Olympic	McBride Av	NS	0)	MB MB	S.	675-F1	-	East Los Angeles	Ad shelter
9/	Olympic	Rowan Av	SS	E/O	Ш	മ	675-D1	-	East Los Angeles	Ad shelter
//	Overnill	Northridge	SS	000	8	SS		2		bench
8/	Pacific	Grand	WS	0 2	SB	NS	704-J1	-	Florence	Maravilla shelter
6/	Pacific	Live Oak	MS	0 2	SB	SN	704-J1	_	Florence	Maravilla shelter
0 80 80	Palmdale Blvd	95th St East	SS	E/0	留	ES.	4198-B7	5	Palmdale	
Q.I.	Rosecrans	Avaion Bivd	SS	0//0	8	SS	734-D3	7	Willowbrook	Ad shelter (removed)
87	Rosecrans	Main St	SN	E/0	WB	NS	734-D3	2	Willowbrook	Ad shelter (removed)

# EXHIBIT - L.4 - SOUTH COUNTY SOLAR LIGHT POLE LOCATIONS - MTA TRANSIT STOPS

And the state of t	Rosemead Ad shelter		dia Ad shelter	East Los Angeles   Ad shelter	T	San Gabriel Ad shelter (removed)		San Gabriel Maravilla shelter	Florence Maravilla shelter	ity	Hawthorne Ad shelter	tier Ad shelter	-adera Heights Ad shelter	adera Heights Ad shelter	adera Heights Ad shelter	Rancho Dominque Ad shelter (removed)		tier Ad shelter		Harbor City Ad shelter	ns Ad shelter	Altadena Ad shelter	Marina Del Rey Ad shelter	Altadena Ad shelter	East Los Angeles Maravilla shelter	East Los Angeles   Ad shelter	West Los Angele Ad shelter	West Los Angele   Ad shelter	Altadena Ad shelter	
	Ĭ	T	5 Arcadia	East	San	San	San	San	Flore			Whittier	F	2 Lade	2 Lade	2 Ran	2 Ran	Ĺ	2 Athens	2 Hart	2 Athens	5 Alta	T		East	East	Ī	Г		
	7	11 5	7 5	5	<u> </u>	+	-	3		2 2	32 2		3 2					56 4			14 2		4	1 5	7	-	3	3	6 5	
MADRE	566-H7	.H-965	566-H7	635-D5	636-F4	636-F4	636-F4	636-F3	704-H1	794-A2	794-B2	706-H1	673-E3	673-E3	673-E3	765-B1	765-B3	707-E6	704-A7	794-B3	704-A4	566-D1	671-16	566-D1	635-E7	675-H1	631-74	631-74	535-G6	
NS/ES	NS	NS	NS	FS	FS	FS.	FS	FS	NS	NS	FS	FS	NS	FS	NS	FS	FS	FS	SS	FS	SS	SS	SS	FS	NS	FS	FS	NS	FS	
Direction	SB	NB	98	SB B	ВВ	EB	NB	SB	S B	EB	MB	田	EB	WB	NB B	SB	SB	WB	SB	SB	SB	EB	S B	WB	EB	WB	MΒ	EB	EB	
Sod	-	0/8	0/8	0 N	0 N	E/0	0/N	0/8	0/8	0//	0//	E/0	0//0	0//0	0/8	0/8	0/8	O/M	0 Z	0/8	0/N	O/M	0/8	0//	0//	O/M	0//	0//0	E/0	,
CRNR	WS	ES	ES	ES	ES	SS	ES	WS	ES	SS	SN	SS	SS	SN	ES	WS	MS	NS	WS	WS	MS	SS	Ш S	NS	SS	SS	SS	SS	SS	Separation of the second second
SIREETZ	Arcadia	Duarte	Fairview Av	Ceasar Chavez Av	Elsmore	Grandview		Rush		Del Amo Woods Dr	Vermont	Alburtis Av	Angeles Vista	Angeles Vista Blvd	Don Felipe Dr	Harcourt St	Val Verde Ct	Valley View	121st St	Ashbridge Ln	Century	Martelo	Palawan Way	Pepper	Herbert			Sawtelle Blvd-Lt & Rt	Glenrose	
STREET	Rosemead	Rosemead	Rosemead	Rowan	San Gabriel	San Gabriel	San Gabriel	San Gabriel	Santa Fe	Sepulveda	Sepulveda	Slauson	Stocker	Stocker	Stocker	Susana	Susana	Telegraph	Vermont	Vermont	Vermont	Washington	Washington	Washington	Whittier	Whittier	Wilshire	Wilshire	Woodbury	CHICAGO TO COMPANY CONTRACTOR CON
Auto No.		84	85	98	87	88	83	06	91	92	93	94	95	96	97	86	66	100	101	102	103				107	108	109			

20	33	7	∞	19	112
Total not illum in SD-1:	Total not illum in SD-2:	Total not illum in SD-3:	Total not illum in SD-4:	Total not illum in SD-5:	Total not illum in all SD:

#### EXHIBIT - L.5 - SOUTH COUNTY SOLAR LIGHT POLES LOCATIONS FOOTHILL TRANSIT STOPS

			Direct	Near/ Far			Carousel	
No.	Street	Cross Street	ion	Side	Map ref.	Unincorporated Area	Туре	SD
1	Amar	Echelon	WB	FS	638-F5	Valinda	I	1
2	Amar	Greycliff	WB	FS		La Puente	I	1
3	Amar	Indian Summer	WB	NS	638-G5	Valinda	I	1
4	Amar	Melham	EB	FS		West Covina	I	1
5	Amar	Millbury	ĒΒ	NS		La Puente	Ī	1
6	Amar	Millbury	WB	NS		La Puente	I	1
7	Amar	Puente	ĒΒ	NS	638-A3		I	1
8	Amar	Sunset	EB	FS		La Puente	Ī	1
9	Amar	Sunset	WB	NS		La Puente	I	1
10	Amar	Conlon Av	WB	FS		West Covina	I	1
11	Amar	Willow Av	WB	NS		West Covina	I	1
12	Amar	Evanwood	WB	FS	638-C4	W. Covina	I	1
13	Arrow	19720 Arrow	ЕВ	NS		Glendora	I	5
14	Arrow	21210 Arrow	EB	NS	599-G2		I	5
15	Arrow	Clydebank	ΕB	NS		Glendora	I	5
16	Arrow	Banna	ЕВ	NS	599-F2	Glendora	II	5
17	Arrow	Fairvalley	WB	NS	599-C2		I	1
18	Arrow	Glendora	EB	NS		Glendora	II	5
19	Arrow	Sunflower	EB	NS		Glendora	I	5
	Azusa	Wing Ln	SB	NS		West Covina	I	1
22	Citrus	First / Baseline	NB	FS	569-B7		Ī	1
23	Colima	Allenton Av	WB	FS	678-C6	Hacienda Height	I	4
24	Colima	Avalo Dr	WB	NS		Hacienda Height	I	4
25	Colima	Banida Av	ЕВ	FS	679-C5	Rowland Heights	I	4
26	Colima	Country Cyn Rd	WB	FS	678-E5	Hacienda Height	I	4
27	Colima	Dawn Haven Rd	EB	FS	678-E4	Hacienda Height	II	4
28	Colima	Larkvane Rd	EB	NS	678-J5	Rowland Heights	II	4
29	Colima	Nausika Av	ЕВ	FS	679-D5	Rowland Heights	I	4
30	Colima	Nogales St 150Y	WB	FS		Rowland Heights	II	4
31	Colima	Park Lawn Rd	ЕВ	FS		Hacienda Height	II	4
32	Colima	Park Lawn Rd	WB	FS		Hacienda Height	II	4
33	Colima	Paso Real Av	WB	FS	679-B5	Rowland Heights	II	4
34	Colima	Sierra Ridge Way	EB	NS	678-C6	Hacienda Height	I	4
35	Colima	Ybarra	WB	FS		Rowland Heights	II	4
	Colima	Ybarra Dr	ЕВ	FS	679-D5	Rowland Heights	I	4
37	Covina	Glen Arden Av	WB	FS		West Covina	I	5
38	Covina	Mangrove	WB	FS	599-E3	West Covina	I	5
39	Covina	Valley Center	EB	NS	599-H3	West Covina	I	5
40	E Base Line	Citrus	WB	NS	569-B7	Covina	T	1
	Gale	Hacienda	WB	FS		Hacienda Height	II	4
	Gale	Latchford Av	ЕB		677-Jī	Hacienda Height	T	4
	Hacienda	Francisquito	ŃВ			West Covina	ĪĪ	i
	Hacienda	Maplegrove	NB	FS	638-D4	Valinda	Ī	1
	Irwindale	Badillo	NB			West Covina	İ	1
	Irwindale	San Bernardino	NB			Glendora	Ť	1
	La Puente	Nogales	EB			West Covina	i	$\frac{1}{1}$
	Nogales	Daisetta	NB			Rowland Heights	TÎ 🕂	4
49	Nogales	Daisetta	SB	NS		Rowland Heights	TI	4
50	Nogales	Daisetta	NB	FS		Rowland Heights	TI	4
	Nogales	La Puente	SB	FS		West Covina	$\frac{11}{I}$	귀
	Puente	Amar	SB	FS	638-A3		Ī	1
	Puente	Barrydale	NB	FS	638-B2		<del>- i</del> -+	1
	Puente	Barrydale	SB	ทร	638-B2		1 +	1
		-uri yuure	20	.10	000-DE	vannuu		

#### EXHIBIT - L.5 - SOUTH COUNTY SOLAR LIGHT POLES LOCATIONS FOOTHILL TRANSIT STOPS

55	Puente	Cagliero	SB	FS	638-B2		I	1
	Puente	Calmgrove	EΒ	FS	599-E6		I	5
	Puente	De Lay	EB	FS	599-D6		I	5
	Puente	Moccasin	SB	NS	637-J4		II	1
	Seventh	Valley	SB	FS		Industry	I	1
1 1	Sunset	Amar	NB	FS		La Puente	Ī	1
	Sunset	Blackwood	SB	NS	638-C4		I	1
		Blackwood St	NB	FS		West Covina	Ĭ	1
		Fairgrove	SB	FS		West Covina	Ī	1
		Bark Dr	SB	FS		West Covina	I	1
		Coleford Av	NB	FS		West Covina	I	1
		Crossroads Pkwy	NB	FS		Avocado Heights		1
	Workman Mill		SB	FS		Avocado Heights	ΙĪ	1
		Don Julian Rd	NB			Industry	1	1
		Fontenoy Av	NB	FS		West Covina	I	1
		Lomitas Av	SB	FS		West Covina	I	1
	Workman Mill		NB	FS	637-G5	Avocado Heights	ĬĬ	1
		Rio Hondo College		AT		Whittier	Ī	4
		Rio Hondo College		AT		Whitter	Ī	4
74	Workman	Valley Blvd	SB	FS	637-J4	Industry	I	1

SD-1	41
SD-2	0
SD-3	0
SD-4	21
SD-5	11
Total	73



#### **COUNTY OF LOS ANGELES**



#### **DEPARTMENT OF PUBLIC HEALTH**

#### **Environmental Health/Environmental Protection Bureau Solid Waste Management Program**

5050 Commerce Drive, Baldwin Park, CA 91706 TEL: (626) 430-5540

APPLICATION FOR WA (Part 1 - Business Only	ASTE COLLECTOR PERMIT	APPLICATION NO.
1. GENERAL BUSINESS INFORMATION		DATE
1. FIRST NAME		
2. FICTITIOUS FIRM NAME OR D.B.A. (IF DIFFERENT FROM NO. 1)		
3. ADDRESS OF FIRM		
4. MAILING ADRESS OF FIRM (IF DIFFERENT FROM NO. 3)		
5. A) FIRM TELEPHONE NO. (S)	B) EMERGENCY TELEPHONE NO. (S)	
6. OWNER (S) NAME		
7. TYPE OF OWNERSHIP		
8. PERSON (S) RESPONSIBLE FOR OPERATION OF FIRM		
<u>NAME</u> A)	<u>ADDRESS</u>	TELEPHONE NO.
В)	······································	
c)		
D)		
9. PERSON (S) TO CONTACT IN AN EMERGENCY		
NAME	TELEPHONE NO.	
A)		
В)		
C)		
D)		
10. DATE STARTED IN THIS BUSINESS	11. THIS IS AN APPLICATION FOR	
12. "THE ABOVE INFORMATION IS TRUE AND CORRECT TOT THE BEST OF MY	NEW BUSINESS  RENEWAL  KNOWLEDGE AND BELIEF AS CONDITIONS FOR THE	CRANTINGOS
THIS PERMIT. (1) (WE) AGREE TO SUBMIT ANY ADDITIONAL INFORMATION THE ALL PHASES OF THE BUSINESS AND TO MAINTAIN ALL EQUIPMENT USED IN COREQULATIONS AND ENACTMENTS."	HAT MAY BE REQUIRED BY THE ENFORCEMENT AGENCY.	
	SIGNATURE OF APPLICANT (S) :	
II. FOR ENFORCEMENT AGENCY USE ONLY:		
1. DATE APPLICATION MADE	RECEIVED	
2. DATE APPLICATION ACCEPTED	RECEIVED	
3. APPLICATION		
		DATE
		DATE
C) REASON FOR DEN 4. PERMIT NO.	5. PERMIT RENEWAL DATE	
	J. TERWIT REITEWAL DATE	



#### **COUNTY OF LOS ANGELES**



#### **DEPARTMENT OF PUBLIC HEALTH**

# Environmental Health/Environmental Protection Bureau Solid Waste Management Program Commerce Prince Reldwin Bark CA 01706 TEL (626) 420

5050 Commerce Drive, Baldwin Park, CA 91706 TEL: (626) 430-5540

APPLICATION FOR WASTE COLLECTOR PERMIT	APPLICATION NO.
(Part 2 - Collection Equipment)	

(rait 2 - Conection Equipment)	
1. GENERAL BUSINESS INFORMATION	DATE
1. FIRST NAME	
2. FICTITIOUS FIRM NAME OR D.B.A. (IF DIFFERENT FROM NO. 1)	
3. ADDRESS OF FIRM	
4. MAILING ADRESS OF FIRM (IF DIFFERENT FROM NO. 3)	
5. ADDRESS OF COLLECTION EQUIPMENT STORAGE YARD	6. TELEPHONE NUMBER
7. THIS IS AN APPLICATION FOR NEW PERMIT RENEWAL 8. TOTAL NUMBER OF COLLECTION VEHICLES TO BE PER	RMITTED
9. SIGNATAURE OF OWNER/OPERATOR	
10. LIST OF VEHICLES TO BE PERMITTED	
SERVICE/USE  VEHICLE CALIFORNIA (RESIDENTIAL, COMMERCIAL,  MAKE NUMBER YEAR LICENSE NUMBER INSUDTRIAL, DEMOLITION DEBRIS)	TYPE (FRONT, REAR, SIDE LOADER, ROLL-OFF)
	***************************************
0 -	
1	
2	
3	
4	
5 6	
7	
8	
9	
] 2	
2 3 1	
I. FOR ENFORCEMENT AGENCY USE ONLY:	
1. DATE APPLICATION RECEIVED 2. DATE APLICATION ACCEPTED R	EJECTED
3. APPLICATION	
A) APPROVED DATE	
B) DENIED DATE	i
C) REASON FOR DENIAL	
4. PERMIT RENEWAL DATE	
SIGNATURE OF AUTHORIZED REDRESENTATIVE	



#### **COUNTY OF LOS ANGELES**

OR FRANCHISE AND HOW LONG THE FIRM HAS HELD THE CONTRACT OR FRANCHISE.



#### **DEPARTMENT OF PUBLIC HEALTH**

Environmental Health/Environmental Protection Bureau
Solid Waste Management Program
5050 Commerce Drive, Baldwin Park, CA 91706 TEL: (626) 430-5540

#### **RECORD OF OPERATOR QUALIFICATIONS**

THE SOLID WASTE ORDINANCE OF THE COUNTY OF LOS ANGELES REQUIRES THAT BEFORE A WASTE COLLECTOR PERMIT MAY BE ISSUED, PROOF MUST BE SUBMATTED TO THE ENFORCEMENT AGENCY TO ESTABLISH THAT THE WASTE COLLECTOR HAS ADEQUATE FINANCIAL RESOURCES AND EXPERIENCE TO PROPERLY CONDUCT THE OPERATION AUTHORIZED. THE FACTS NEEDED TO ESTABLISH THIS PROOF SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

- 1. THE FILING OF A \$2,500 PERFORMANCE BOND OR EQUIVALENT SECURITY WITH THE ENFORCEMENT AGENCY TO REMAIN IN EFFECT FOR THE TEAM OF THE PERMIT.
- 2. EVIDENCE SUBMITED TO THE ENFORCEMENT AGENCY THAT THE WASTE COLLECTOR HAS EXPERIENCE SUFFICIENT TO MEET THE NEEDS OF WASTE COLLECTION ACTIVITIES.

1. NAME, ADDRESS AND TELEPHONE NUMBER OF	BONDING COMPANY		
2. BOND NO.	EXPIRATION DATE	3. DATE BOND FILED	BOND AMOUNT
NOTE: A COPY OF THE PERFORMANCE BOND, MA	DE PAYABLE TO THE COUNTY OF LOS	ANGELES, MUST BE FIELD WITH THE EN	FORCEMENT AGENCY
N LIED OF A PERFORMANCE BOND, YOU MAY FILE	WITH THE ENFORCEMENT AGENCY A F	BANK OR SAVINGS AND LOAN CERTIFIC	ATE THESE MUST BE IN AN AMOU
OT LESS THAN \$2,500. PAYABLE TO THE COUNTY			
. NAME OF BANK, SAVINGS AND LOAN, OR CREDI	TUNION		
. BRANCH ADDRESS AND TELEPHONE NUMBER			
		W	
. NAME OF BRANCH MANAGER			
. CERTIFIED OR CASHIERS CHECK NO.	AMOUNT	5. SAVINGS & LOAN CERTIFICA	TE NO. AMOUNT
	\$		\$
. SHARE NUMBER			
ADDITIONAL INFORMATION:			
NAME, ADDRESS AND TELEPHONE NUMBER OF	PUBLIC HABILITY AND PROPERTY DAN	AAGE INSURANCE CARRIER	
	TODESCENTISTES THE ENTERNAL DATE	THE INSULATION OF CAMMEN	
POLICY NUMBER			······································
NAME, ADDRESS AND TELEPHONE NUMBER OF	WORKMAN'S COMPENSATION INSUR	ANCE CARRIER	
•		т.	
POLICY NUMBER			
LIST FIVE (5) CREDIT REFERENCES (BANK, SUPPLIE	RS. ETC.)		
. NAME	, 2,	ADDRESS	TELEPHONE NUMBE
A)		1.10.10.10.10.10.10.10.10.10.10.10.10.10	144211101421401104
,,,			
B)			
	·		
C)			
D)			
-,			
E)			
ECORD OF COMPANY EVERTICAL			
ECORD OF COMPANY EXPERIENCE			
ECORD OF COMPANY EXPERIENCE  HOW LONG HAS THE FIRM BEEN IN THE WASTE OF	COLLECTION BUSINESS:		***************************************

#### WASTE COLLECTOR PERMIT

ATTENTION:	
SUBJECT <sup>.</sup>	APPLICATION FOR WASTE COLLECTOR PERMIT

Please fill out the enclosed application forms for a Waste collector Permit as required by Sections 20.72.020 and 20.72.040 A and B of the Los Angeles County Code, Title 20, Division 4. This permit, issued by the County of Los Angeles, allows your company to operate in the unincorporated areas of Los Angeles County and in incorporated cities of the County, which have adopted Los Angeles County Code, Title 20, Division 4.

If your truck yard is in the City of Los Angeles, you will be billed only for your vehicles. You will have to contact the City for a Collection Vehicle Yard Permit. The address and phone number is:

City of Los Angeles Environmental Affairs Department Local Enforcement Agency Program 200 North Spring Street #2005 Los Angeles, CA 90012

Phone: (213) 978-0892

Please note that a <u>BOND FORM</u> is enclosed for use in obtaining the required \$2500.00 performance bond. A <u>CERTIFICATE OF DEPOSIT</u> is acceptable in place of a bond. The bond or C.D. should be made payable to the County of Los Angeles and submitted along with the completed application forms.

When your completed application package has been received and approved, you will be sent a bill for the permit. A completed application would constitute a temporary permit until the payment for the permit has been received.

Please call Hung Vo, EHS III, at (626) 430-5540, if you have any guestions.

Enclosures (4)

#### WASTE COLLECTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,,
business address,
as principal, and,
a corporation, authorized to transact a surety business, as
surety, business address,
are held and firmly bound unto the County of Los Angeles. State of California, in the sum of <b>TWO THOUSAND FIVE HUDRED DOLLARS (\$2,500.00)</b> , for the payment of which well and truly to be made we bind ourselves jointly and severally by these presents.
The condition of the foregoing obligation is that:
WHEREAS said principal is to be issued a Waste collector Permit by the County of Los Angeles for the collection and disposal of solid wastes and is required by said County to give this bond in connection with the issuance of said permit.
NOW, THEREFORE, if the said principal shall, while said permit is in full force and effect, well and truly do and perform all the covenants and obligations of said permit on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.
They surety may cancel this bond after thirty days notice by registered mail to the County Health Officer of Los Angeles, addressed to 5050 Commerce Drive, Baldwin Park, CA 91706, such notice to be signed by a duty authorized representative of the surety.
In witness whereof, said principal and said surety have hereunto set their hand s and seals this day of
By:
Principal
Ву:
Attorney – in – Fact

All signatures shall be acknowledged before a Notary Public.





### Bus Stop Maintenance Program for Non-Advertising Bus Stop Amenities-South County RFP 2015 - PA014 June 11, 2015



ShelterClean Services, Inc. 11065 Penrose Street Sun Valley, CA 91352 818.767.9162



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Statement of Information (2014 & 2015 Filings)

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11065 Penrose Street, Sun Valley, CA 91352, main 818.767.9162 (Sun Valley)/ 595.595.9166 (Signal Hill) toll free 866.633.0068 /fax 818.767.9168 www.ShelterClean.com

June 11, 2015

Ms. Ani Karapetyan Contract Manager County of Los Angeles Department of Public Works 900 South Fremont Avenue Alhambra, California 91803-1331

Re: Maintenance Program For Non-Advertising Bus Stop Amenities-South County RFP 2015-PA014

Dear Ms. Karapetyan:

ShelterClean Services, Inc., is pleased to present its proposal for bus stop maintenance and trash collection services. We have been honored and proud to have the opportunity to perform these services for the past twelve years for Los Angeles County in both the South and North areas. We are confident in our ability to continue the duties outlined in the scope of work and comply with all administrative functions related to the project.

For nearly three decades, ShelterClean Services has been a leader in providing transit stop maintenance service programs. ShelterClean Services manages and services over ten thousand bus stops in the Greater Los Angeles Metropolitan Region. These include over one thousand mixed-amenities stops for Los Angeles County, and six thousand, five hundred stop system for Orange County Transportation Authority. ShelterClean Services also installs, cleans, repairs, and manages nearly three thousand privately owned advertising bus stop shelters located throughout metropolitan Los Angeles. All of our transit stop projects include the collection and disposal of refuse.

During the term of our contract, ShelterClean Services's operational and administrative staff has worked diligently to develop and implement numerous procedures and programs in order to perform the provisions of the contract in an efficient and comprehensive manner. We believe our efforts have been effective in providing Los Angeles County with a first class maintenance program for non-advertising bus stop amenities meeting your proposal requirements.

Our proposal shall remain valid for a period of 180 days from the date above. During this period of proposal evaluation, you may direct any questions regarding ShelterClean Services, Inc. and the proposal to Mr. Alan Mudge, General Manager, at the address and telephone number above. For questions regarding other corporate issues please contact Mr. Perry Fine, President, 10 Fifth Street (2nd floor), Valley Stream, NY 11581, (516) 561-1700.

Very truly yours,
Perry Fine

# State of California Secretary of State

CERTIFICATE OF STATUS

#### ENTITY NAME:

SHELTER CLEAN SERVICES INC

FILE NUMBER:

C3430876

FORMATION DATE:

12/19/2011

TYPE:

DOMESTIC CORPORATION

JURISDICTION:

CALIFORNIA

STATUS:

ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

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

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



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 09, 2014.

DEBRA BOWEN Secretary of State

# TO THE PARTY OF TH

#### 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

TYPE/PRINT NAME OF PERSON COMPLETING FORM

1. CORPORATE NAME

DATE

SI-200 (REV 01/2013)

SHELTER CLEAN SERVICES INC

F612147

#### **FILED**

In the office of the Secretary of State of the State of California

MAY-20 2015

SIGNATURE

APPROVED BY SECRETARY OF STATE

2. CALIFORNIA CORPORATE NU	MBER			
	C3430876		This Space for Fili	ng Use Only
No Change Statement (Not ap	plicable if agent address of record is a P.O.	Box address. See ins	structions.)	
of State, or no statement of	ges to the information contained in the la information has been previously filed, th nge in any of the information contained in the	est Statement of Infor	rmation filed with the Cali	•
Complete Addresses for the F	ollowing (Do not abbreviate the name of th	e city. Items 4 and 5 ca	innot be P.O. Boxes.)	
4. STREET ADDRESS OF PRINCIPAL	EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
	BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORA	TION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
Names and Complete Address officer may be added; however, the	ses of the Following Officers (The corporeprinted titles on this form must not be altered	poration must list these ed.)	three officers. A comparable	e title for the specific
7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Names and Complete Address director. Attach additional pages, if r	ses of All Directors, Including Directonecessary.)	rs Who are Also Of	ficers (The corporation mu	ist have at least one
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
13. NUMBER OF VACANCIES ON THE				
certificate pursuant to California Corp	f the agent is an individual, the agent must re acceptable. If the agent is another corporati orations Code section 1505 and Item 15 must	On the agent much how	em 15 must be completed wi /e on file with the California	th a California street Secretary of State a
14. NAME OF AGENT FOR SERVICE OF	FPROCESS			
15. STREET ADDRESS OF AGENT FOR	SERVICE OF PROCESS IN CALIFORNIA, IF AN I	NDIVIDUAL CITY	STATE	ZIP CODE
Type of Business				
16. DESCRIBE THE TYPE OF BUSINES	S OF THE CORPORATION			
17. BY SUBMITTING THIS STATEMEN CONTAINED HEREIN, INCLUDING A 05/20/2015 DENISE MCG	T OF INFORMATION TO THE CALIFORNIA SEC NY ATTACHMENTS, IS TRUE AND CORRECT.	CRETARY OF STATE, TH	HE CORPORATION CERTIFIES	THE INFORMATION

TITLE

#### 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

SHELTER CLEAN SERVICES INC

EX43430

#### **FILED**

In the office of the Secretary of State of the State of California

APPROVED BY SECRETARY OF STATE

		MAR-21 2014	
2. CALIFORNIA CORPORATE NUMBER			
C3430876		This Space for Fili	ng Use Only
No Change Statement (Not applicable if agent address of record is a P.O. Box a	address. See ins	tructions.)	
If there have been any changes to the information contained in the last Strof State, or no statement of information has been previously filed, this formation in the last of State, check the box and proceed to Item 17.	m must be comp t Statement of Inf	oleted in its entirety.  ormation filed with the Cali	
Complete Addresses for the Following (Do not abbreviate the name of the city.	Items 4 and 5 car	annt he P O Royes \	
10 FIFTH STREET, VALLEY STREAM, NY 11581	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 11065 PENROSE STREET, SUN VALLEY, CA 91352	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
Names and Complete Addresses of the Following Officers (The corporatio officer may be added; however, the preprinted titles on this form must not be altered.)	on must list these t	hree officers. A comparable	e title for the specific
7. CHIEF EXECUTIVE OFFICER/ ADDRESS LONNIE FINE 1304 SEAWANE DR, HEWLETT HARBOR, NY 11557	CITY	STATE	ZIP CODE
8. SECRETARY ADDRESS PERRY FINE 260 DOLPHIN DR, HEWLETT NECK, NY 11598	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/ ADDRESS STEPHEN LOBASSO 3635 DEMOTT AVENUE, WANTAGH, NY 11793	CITY	STATE	ZIP CODE
Names and Complete Addresses of All Directors, Including Directors Wildirector. Attach additional pages, if necessary.)	no are Also Off	icers (The corporation mu	st have at least one
10. NAME ADDRESS ALAN MUDGE 5833 BLUE SAGE DR, PALMDALE, CA 93552	CITY	STATE	ZIP CODE
11. NAME ADDRESS	CITY	STATE	ZIP CODE
12. NAME ADDRESS	CITY	STATE	ZIP CODE
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 address, a P.O. Box address is not acceptable. If the agent is another corporation, the certificate pursuant to California Corporations Code section 1505 and Item 15 must be lef		m 15 must be completed with on file with the California s	th a California street Secretary of State a
14. NAME OF AGENT FOR SERVICE OF PROCESS ALAN MUDGE			
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVID 11065 PENROSE STREET, SUN VALLEY, CA 91352	DUAL CITY	STATE	ZIP CODE
Type of Business			
16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  JANITOIRAL/REPAIRS		***	
17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETAL CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.  23/21/2014 DENISE MCGOEY		CORPORATION CERTIFIES	THE INFORMATION
DATE TYPE/PRINT NAME OF REPROVIOUS TANKS	TITLE		
SI-200 (REV 01/2013) Page 1 of 1	TILE	SIGNATUR	

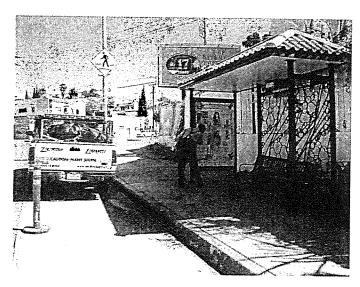


#### **SECTION A**

#### Qualifications, Related Experience and References

The ShelterClean team has over three decades in bus shelter and street furniture maintenance, repair, installation, posting, and the management and maintenance of large, medium, and small public and privately run systems. Where others have claimed a few years in this field, ShelterClean has remained a stalwart in this industry because of its commitment to customer service, longevity of management staff and frontline team members, and uncompromising standards of excellence while avoiding the temptations of lowering the bar simply to obtain billing rights to a customer.

Our goal is to provide a partnership that is seamless and allows us to get the "headaches" while our customers sleep well at night; a virtual no worry service that lets ShelterClean get the job done safely, accurately and on-time.



Using tried and true methods for cleaning, repairing, and posting, ShelterClean is always looking for improved efficiency, higher quality results, and technology that allow the best possible service to our customers.

Our basic work plan and strategy is geared to ensure every street furniture location is inspected once per week. This allows superior cleaning and trash collection coverage and takes care of most vandalism and

damage before it is reported or seen by our customers, municipal officials, and the public.

#### Route Maintenance

Route Specialists are assigned routes, normally in close proximity to each other. Our route specialists "own" their routes for complete accountability, only changing for a position change, or if we determine an individual is better suited and equipped for a high-priority or showcase area or route.

The route specialist is fully uniformed, and outfitted with all tools and equipment to perform the basic route cleaning necessary:



- Sweeping bus stop area
- Emptying trash receptacle and replacing the liner
- On-the-spot graffiti and sticker removal
- Clean rear and return wall glass or screens
- Wipe clean bench, posts, roof line, and ad kiosk exterior doors and extrusions
- Report any damage or problems with the structure, amenities, or general bus stop or area
- Confirm the advertisements in each panel (inside, outside, rear information)
- Nighttime maintenance includes reporting illumination problems

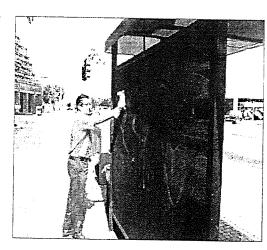
Repairs, Illumination, Pressure Washing, and Additional Tasks

The following describes tasks performed by ShelterClean, in addition to route maintenance and posting, generated by reports from our route specialist crews, City and Municipal representatives, the transit agencies, and the public at large.

Graffiti, Sticker Removal and Touch Up Paint

Graffiti that requires more time than a route specialist has, or is too large in scope, will have a work order made to send out with a graffiti specialist on the next available shift. Graffiti that is reported by anyone other than a ShelterClean employee is removed within twenty-four hours, usually sooner.

Surfaces of the structure, short of a complete repaint, may be repainted to cover excessive coating degradation and blend uneven or spotty areas. A complete repaint will be recommended if touch up will not improve the situation.



#### Broken or Etched Ad Glass Replacement

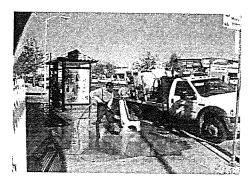
Broken ad glass is replaced within twenty-four hours, while etched glass reported by our crews is inspected by a supervisor, before it is replaced, to ensure it is bad enough to do so. Although we understand that scratched glass is blight on a community, it is not economically sound to replace it until it visibly obscures or interferes with the advertisement. The vandalism of glass is widespread so we need to judge the gradations of the damage before replacing.



Any glass that has vulgar, racist, or otherwise derogatory words on it is replaced as soon as possible, within twenty-four hours of being reported. Any glass, broken or etched, reported by anyone outside ShelterClean is replaced within twenty-four hours.

#### Pressure Washing

Pressure washing, or "power washing," as it is commonly referred to, occurs by two ways: Scheduled and On-Demand. Scheduled power washing happens when selected routes or locations are assigned work orders over a designated period of time and locations are visited whether the need is there or not. On-Demand power washing is more common and targets, by virtue of reports from crews or outside sources, locations according to need.



Power washing is done primarily to the sidewalks, in and around street furniture, which is most visible when dirty, but also to the structures themselves when required (cold water used on structures for rinsing). All of our power wash vehicles are equipped with 3500 psi hot/cold pressure wash machines, 525 gallon primary water tanks, high-power vacuums for water reclamation, and 125 gallon tanks for the waste water.

#### Additional Tasks

- Graphics replacement (cross street, special areas, identification, logos, maintenance call numbers, etc.). Special logo replacement (franchise name or image size change) may incur additional charges.
- Structure doors, pieces, small parts replacement
- Screen wall replacement
- Roof fascia replacement
- Roof clearing and cleaning
- Roof patching (water leaks)
- Special event pre-inspection and cleaning, including pressure washing
- Special surveys
- Twenty-four hour emergency and after hours service, seven days a week



# Street Furniture Activity and Special Projects

ShelterClean is licensed (CSLB#970796 C61-D34/D38/D42) and equipped to perform directly, and/or procure subcontractors, for the tasks described below.

- Street furniture removal, relocation, and installation when damaged or removed for construction or other purpose
- New street furniture installation for contract obligation and/or expansion
- Foundation and electrical connection, new and existing locations, work oversight and subcontractor coordination

# Project Management

ShelterClean is proud that it has developed an employee benefits and incentive program that has enabled it to maintain a well-trained and long tenured staff and crew. This project will be based from our Signal Hill facility using our existing County of Los Angeles Department of Public Works staff. The North County crews will dispatch from our Sun Valley facility. These facilities allow minimal travel time to the project areas and refuse disposal transfer stations we currently use.

	Addres(es)	ं डाय्टर्ज - डिगमी(ए	Year No. त Founded हमानीएटडी
ShelterClean Main Office & Maintenance Facility	11065 Penrose Street Sun Valley, CA 91352	20,000 ft <sup>2</sup>	1989 50
ShelterClean Southern Area	2475 Lemon Avenue Signal Hill, CA 90755-3462	10,000 ft <sup>2</sup>	27

## 1. Management

Alan Mudge, General Manager, will continue to oversee the project ensuring contract compliance. Alan will coordinate project, procuring any additional equipment and vehicles to meet the service levels required by this proposal. He will maintain a vigilant eye on monitoring field procedures and performance and ensure that it follows the work plan we have outlined here in this proposal.

Rafael Mendez, Operations Manager, will continue to provide direct oversight and management of field crews and operations and be the primary conduit of information and communication between ShelterClean and the County of Los Angeles Department of Public Works. Field supervisors report directly to Rafael.



Alfredo Perez is our current County of Los Angeles Department of Public Works Field Supervisor. He will continue to be responsible for inspecting and ensuring crew work quality and adherence to company policies and procedures. He will report directly to Rafael Mendez. He will also assist field crews when necessary to carry out the requirements of the project.

# 2. Operations Personnel

The County of Los Angeles Department of Public Works field crews will continue to include experienced route technicians, repair technicians, and pressure wash specialists. Upon awarding of the contract, our experienced crews will continue seamlessly without interruption or startup time needed. All specialists and technicians have been trained per the specifications of the contract and as outlined in the labor-hour allocation chart and Cost Methodology and Staffing Chart (Form LW-8)

### 3. Administrative Staff

Myrna Mudge, Maintenance Operations Administrator, will provide support in all areas of the project including administrative functions, data management, personnel and field operations.

# Labor Resources

ShelterClean estimates the following labor hours will be required to perform the maintenance service tasks required in this contract.

Task Person-hours per week required for task completion

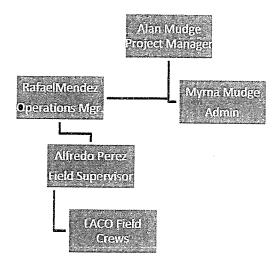
Refuse Collection & Amenities Maintenance/Trash Collection-344.0 hours Pressure Washing-Six Week Cycles Average Per Week-16 hours

# Work Performance & Organization

Project Manager	Alan Mudge
Operations Manager	Rafael Mendez
Field Supervisor	Alfredo Perez

The management and professional back office support will be provided at no additional charge beyond the costs specified in the cost methodology (7. General & Administrative Costs). The key individuals providing this professional support are as follows:





# Related Experience

In April 2003, ShelterClean was awarded a multi-year contract with the County of Los Angeles Department of Public Works to provide maintenance and repair services of nearly eight hundred bus stops in the south and north unincorporated areas of the county. The project is part of the County's compliance obligation with the National Pollutant Discharge Elimination System permit program. ShelterClean was proud to be awarded another component to our service base by obtaining an additional contract with Los Angeles County Public Works, Road Maintenance Division, that requires twice daily, six day a week curbside trash collection in the Florence/Walnut and District Three service areas.

ShelterClean is the bus stop maintenance contractor for the Orange County Transportation Authority for eighteen years (1994-present), maintaining approximately 6,750 bus stops. The company's crews perform monthly preventive maintenance cycles of all stops, including trash collection

Under the present master agreement with OUTFRONT Media and OUTFRONT/JCDecaux of Southern California, ShelterClean is responsible for the assembly, installation, maintenance, repair, removal, refurbishing, and administration of over two thousand, six hundred bus stop shelters, public amenities kiosks (PAK), and newsstands. The company's service area stretches from the North Los Angeles County (Antelope Valley), to South Orange County, and through Riverside and San Bernardino Counties with most work centered in the Los Angeles basin. Daily trash collection is a critical part of our service for the street furniture programs.

ShelterClean is a licensed California state contractor (license number 970796, C61/D34/D38/D42) to install transit shelters, street furniture and other types of prefabricated structures. All the



requirements of ShelterClean's working agreements are in good standing and represent better than "satisfactory performance."

# References

# Kyle Poff, Senior Technician Stops and Zones

Orange County Transportation Authority, 550 South Main Street, Fourth Floor, Orange, CA 92613-1584 (714) 560-5816

# Francois Nión, Managing Director

OUTFRONT/JCDecaux 1150 South Olive Street, Suite 450 Los Angeles, CA 90015 (213) 608-0910

# James Johnson, Transit Director

OUTFRONT Media 1731 Workman Street, Los Angeles, CA 90031 (323) 276-7320

# Dennis Jue, Public Works Director

City of Lake Forest 25550 Commercenter Drive, Suite 100 Lake Forest, CA 92630 (949) 461-3511



# Staff and Support Services

Education and Experience

Education and experience are included in the résumés following.

Résumés

Résumés of all key personnel follow in alphabetical order

# Rafael Mendez

EXPERIENCE

Rafael Mendez has been with ShelterClean since 1991, and has worked both as a route maintenance and repair specialist as well as managing the company's operations throughout Southern California. He has extensive knowledge of the bus stop zone technical procedures and applications utilized by the County of Los Angeles Department of Public Works and Orange County Transportation Authority ("OCTA") and is a training specialist experienced in procedure and company policy. For the past nine years Rafael's primary responsibilities included performing fieldwork for OCTA bus stop management project, including making repairs, performing preventative maintenance, and taking care of trash hot spot work when necessary. Training new or transferring employees in the County of Los Angeles Department of Public Works project is one of his major functions, along with field and shop supervision of crews. He has been instrumental in the development and implementation of policies and procedures for the County of Los Angeles Department of Public Works and OCTA projects. His current duties include overseeing the Los Angeles County and OCTA projects that includes managing personnel, work scheduling and assignments, field supervision, and recruiting. Before his promotion to his supervisory and managerial positions, Rafael worked three years performing maintenance cleaning and installing advertising posters in bus stop shelters in Orange County. Almost immediately he began learning shelter repairs including basic electrical problems, glass replacement, and installation procedures.

EDUCATION

Fullerton College, Fullerton, Calif. 1990-91



# Alan Mudge

EXPERIENCE

Alan Mudge has over thirty-five years experience in the maintenance and repair of transit facilities and street furniture. He oversees all Southern California operations, is responsible for managing the operating workforce, and develops all maintenance procedures and quality assurance programs. Alan is directly involved in all new business, from conception to start-up, and continuing through each contract.

Alan began as an entry-level route cleaner, moving through each level of the ranks to his current position as general manager. He has been instrumental in the creation, development, and implementation of maintenance, repair, and production procedures and methods relating to every aspect of transit shelter and street furniture operations.

Alan is the principal for all contracts in Southern California. He designed and implemented the work program for the Orange County Transportation Authority bus stop maintenance project, the transit centers projects, and the Los Angeles County bus stop maintenance program. He works directly with all clients to continually update and improve existing procedures, always striving for better service and quality.

EDUCATION

Glendale Community College, Glendale, Calif. Business Administration (1988, 1997-99)

CERTIFICATIONS AND LICENSES Qualified ShelterClean for the Contractors State License in 2002.



EXPERIENCE

# Myrna Mudge

Myrna has been with ShelterClean over twenty-eight years starting in 1987 as the Data Entry Assistant. Although she had no experience with computers or database systems, she quickly learned and mastered the applications. She quickly advanced to Maintenance Operations Assistant Administrator and to her current position as Operations Administrator and Director of Recruitment.

Her primary responsibilities are overseeing and managing all aspects of the database, records, and all administrative functions related to maintenance operations. Myrna also supervises two assistants in two offices and helps the General Manager and Supervisory Staff with personnel issues, language translation, interview and recruiting functions. She is the primary channel of communication between our Clients relating to work orders, posting, and other record-related issues.

Myrna is highly detailed and organized, maintaining a database system with hundreds of thousands of records. She directly manages the database records for all clients and will provide oversight support for the County of Los Angeles Department of Public Works file that will be based from our Signal Hill Facility.

EDUCATION

General Education-Glendale Community College, 1988-1989

EXPERIENCE

# Alfredo Perez

Alfredo Perez has been with ShelterClean since July 2003, and has worked both as a route maintenance and repair specialist. He began as a route specialist for our County of Los Angeles Department of Public Works project quickly advancing to his current position as Field Supervisor. He has extensive knowledge of the bus stop zone technical procedures and applications utilized by the County of Los Angeles Department of Public Works and Orange County Transportation Authority ("OCTA") and is a training specialist experienced in procedure and company policy. For the past four years Alfredo's primary responsibilities included performing fieldwork for the County of Los Angeles Department of Public Works bus stop project, including making repairs, performing preventative maintenance, and taking care of emergencies when necessary. Training new or transferring employees is another of his major functions, along with field and shop supervision of crews.

EDUCATION

Los Angeles Trade Technical School, 1995-Present.



# SECTION B Work Plan

A Team of experienced Route Specialists will perform the weekly amenities maintenance and refuse collection on established routes, fine-tuned over the past twelve years to provide the most efficient service. Along with these crews, our other crews will be able to assist and complete the job in the event problems arise at no additional cost to the client.

Along with our regular staff of County of Los Angeles Department of Public Works Crews, we have the resources of an entire company that has the qualifications and experience to perform the functions in the Los Angeles County project. Our current service with County of Los Angeles Department of Public Works allows us the experience and knowledge to continue this project seamlessly without any startup or disruption in service.

# **Training**

The Operations Manager, with assistance from the Field Supervisor, is responsible for the training of new employees and the review of existing and new procedures for current crewmembers. The Field Supervisors and other qualified employees will be assigned training duties under the direction of the Operations Manager. The Operations Manager will follow up, review and conduct onsite inspections of work before new employees go on their own.

On-the-job training will be the primary mechanism for introducing new employees to their roles and responsibilities in the performance of this contract ShelterClean also provides its operational staff with manuals, handouts, and in house training meetings. Employees are trained with an emphasis on vehicle, personal, and public safety along with a focus on quality.

New employees will work with a qualified trainer for at least two weeks before going solo. The trainer will act as a mentor for the remainder of probation (90 days) and thereafter until management and the new employee are both confident.

# Activities

Refuse Container Collection and Disposal, Amenities Inspection, Maintenance, and Trash Collection

- A Personnel, Vehicles, and Equipment
  - 1) Personnel
    - Nine experienced Route Specialists will continue the County of Los Angeles
       Department of Public Works project and carry out the requirements of the contract



- and the scope of work. All personnel will be full-time, whether working directly on this project the entire shift or splitting their time between our other projects.
- Dedicated Route Specialists (RS) on 6:00 A.M.- 2:30 P.M., Monday through Friday schedules.. Route Specialists will stay off high travel and gridlock zoned streets during peak hours specified by the Department. Each technician will be assigned an equipped vehicle as described below in item 2.
- All personnel will wear the official ShelterClean uniform and identification badge while on duty.

# 2) Vehicles

- All Route Specialist vehicles will be Ford F150 or Ford Ranger (or equivalent) trucks equipped with bed liners, bed height extenders, bed tarps or webbing, an arrow light stick, and two-way radio.
- All vehicles will be equipped with all tools necessary to perform the work described in the Scope of Work (SOW).
- All vehicles will be clearly marked with the ShelterClean name, and telephone number.

# B Scheduling

- 1) The operations manager will assign routes daily according to a prearranged schedule.
- 2) Each Route Specialist will be assigned one route per day, or pressure washing tasks. The Route Specialist will be expected to complete the route, in a regular eight-hour shift but will be given authorization to work over to accommodate work delays or extraordinary problems found.
  - Absenteeism and vacations will be handled with additional staff or overtime during the week at no additional cost to the County of Los Angeles Department of Public Works.

### C Work Method

- 1) Each Route Specialist will receive the route sheet at the start of shift. The Specialist's vehicle will be stocked with supplies, and a set of tools necessary to complete the required service and some minor repairs.
- 2) Each Route Specialist will be expected to inspect every location listed on the route and perform the necessary service as specified in the RFP scope of work, correct any problems and report deficiencies and damage that cannot be fixed that visit. Any public safety hazard will be corrected or made safe. Site will not be left until safe. Damaged trash receptacles, street furniture, or shelters will be delineated with barrier tape and/or cones until removed or repaired. Emergency hazardous situations will be called in via two-way radio or telephone when necessary.
- 3) The Route Specialist will park off street whenever possible to service a stop. If it is necessary to park in the street curbside at the stop, the Route Specialist will use caution



using arrow light stick to warn traffic. Once stopped, a delineator will be placed behind the vehicle approximately six (6) feet behind to alert drivers. If the Route Specialist's vehicle will severely disrupt traffic flow and/or block a traffic flow lane, alternate parking will be found even if it is not adjacent to the bus stop.

- 4) Once positioned safely, the Route Specialist will perform the required maintenance specified in the SOW.
- 5) The trash bags will be pulled from receptacle and placed in the truck. Any loose trash remaining at the bottom of receptacle/liner will be removed before a new bag is placed. The trash receptacle cover will be wiped cleaned



The Route Specialist will pick up trash around the receptacle within a five-foot perimeter. Minor graffiti will be removed from shelters, benches, and trash receptacles using approved chemicals that are field proven, safe, and as environmentally friendly as possible. Extensive graffiti on the structures and sidewalk will be removed with a special work order and pressure washing if necessary. Severely blemished paint will be touched up with matched paint. The shelters and benches will be hand wiped

clean as necessary, and glass or acrylic washed if so equipped.

- 9) The Route Specialist will record on the route sheet any problems corrected as well as those that need follow up later.
- 10) The Route Specialist will dispose of any trash and debris at the approved Materials Recycling Facility (MRF) disposal station.
- 11) The route sheet and any work orders, complete or incomplete, will be turned in daily to the office for analysis and processing.

### Pressure Washing

#### A Personnel and Vehicles

- 1) Personnel
  - Pressure Wash Operators will be assigned equipped vehicles as described below in item 2.
  - Pressure Wash Operators are the route specialists assigned to this project and will
    perform the pressure washing on the days not assigned regular routes. The time
    apportioned to this project during the six-week cycles specified is approximately
    sixteen (16) hours per week.



## 2) Vehicles

 The pressure wash operator vehicles will be Ford F-450 or F-550 (or equivalent) trucks with flatbeds, equipped with an arrow light stick, two-way radio, 3500 psi hot/cold/steam, gas powered pressure washer, 525-gallon water tank, and 100-foot hose and reel. Additionally, a wastewater vacuum system with a 125-gallon recovery tank will be mounted to aid in the reclamation of standing water or prevent



runoff into the storm water system. Any wastewater collected will be disposed in accordance with local, state, and federal regulations. ShelterClean has a permitted sanitary sewer at our Signal Hill facility.

- All vehicles will be equipped with all tools necessary to perform the work described in the scope of work.
- All vehicles will be clearly marked with the ShelterClean name, address, and telephone number as specified.

# B Scheduling Six-Week Cycles

- 1) The bus shelter locations in the South County will be pressure washed at six-week cycles. The schedule will be sent to the Department one week before the start of each cycle.
- 2) We have estimated that all locations will be completed in approximately three and a half weeks. The time allocated allows for proper and thorough cleaning with wastewater runoff prevention when necessary and required.



A portable boom system is used to divert runoff to the vacuum suction device so as to prevent wastewater from entering storm drains.

Each pressure wash operator will be assigned fifteen to twenty five locations per shift. The pressure wash operator is expected to complete his/her assignments in a regular shift but will be given authorization to work overtime to accommodate work delays or extraordinary problems found.

### C Work Method

1) Pressure wash operators will receive the assignment at the start of shift. The pressure wash operator's vehicle will be stocked with supplies, and a set of tools necessary to complete the required service and some minor repairs.



- The pressure wash operator will be expected to service every location listed on the route and perform the necessary maintenance as specified in the City's scope of work, correct any problems and report deficiencies and damage that cannot be fixed that visit. Broken signposts, protruding anchors and bolts, or any other public safety hazard will be corrected or made safe. The pressure wash operator will park off street whenever possible to service a stop. If it is necessary to park in the street curbside at the stop, the pressure wash operator will use caution by utilizing an arrow light stick to warn traffic. Once stopped, a delineator will be placed approximately six feet behind the vehicle to alert drivers. If the vehicle will severely disrupt traffic flow and/or block a traffic flow lane, alternate nonadjacent parking will be used.
- 3) Once positioned safely, the pressure wash operator will perform the required maintenance specified in the scope of work.
- 4) The pressure wash operator will record on the route sheet any problems corrected as well as those that need follow up later.
- 5) The route sheet and any work orders, complete or incomplete, will be turned in daily to the office for analysis and processing.



# Solar Light Checks

#### A Personnel and Vehicles

- 1) Personnel
  - Our Route Specialist/Repair Tech/Shift Leaders will all conduct the solar lighting system checks as specified. The inspections will be conducted during the regular shift by using the test button and/or by conducting nighttime inspections.

# B Scheduling Bi-Monthly Inspections

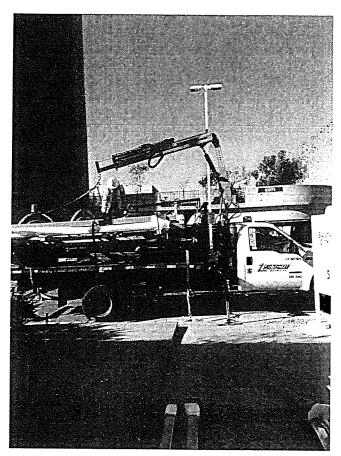
1) Using the maintenance route sheets, solar lighting system inspections will be scheduled at the beginning of every month staggering the checks so that every solar light is tested every other month (ie: half the plant checked one month while the other half the next month)

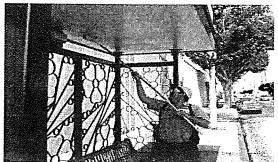
# C Work Method

- 1) The inspection reports will be returned for analysis. Inoperable solar lights will be assigned a work order for Department approval and/or to comply with contract requirements for repair.
- 2) Repairs will be assigned to staff designated as Repair Techs, trained in solar component replacement and operation.



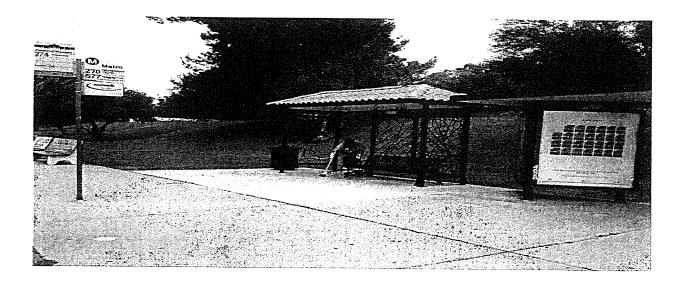
# Additional Repairs and Service





ShelterClean is experienced in all facets of bus stop street furniture repair and maintenance. We will use experienced staff and crew to perform all the repairs and replacement functions specified in the RFP, and that we have been doing for the past twelve years for Los Angeles County.

Our crews have removed, installed, relocated, painted, and repaired thousands of bus stop shelters and related amenities. We installed and repaired bus shelters as far north as Napa, California, and as far-east and south as Calexico on the California Mexico border.





# SECTION C Quality Assurance

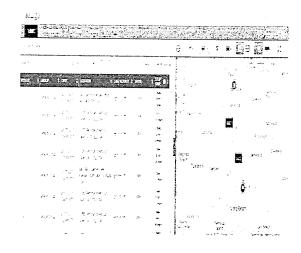
# Field Supervision

A field supervisor will devote the majority of their time to inspecting and evaluating the performance all field crews. This will entail driving the assigned routes of personnel and grading individual tasks with an evaluation form. The field supervisor reports directly to the operations manager.

The field supervisor will assist the operations manager in training functions and the implementation of procedures and policies. The field supervisor will be fully trained and qualified in all duties of the County of Los Angeles Department of Public Works operations should they be needed to perform special projects, service changes, vacationing and absent employees.

# Vehicle and Job Safety

All employees will obey all applicable traffic laws and make every effort to work off street when the flow of traffic is a concern. Our fleet employs an Automatic Vehicle Locate (AVL) that tacks vehicles using GPS and monitors statistics through the OBD II port linked to the vehicle's computer. This is a mobile fleet system that can be viewed and used on a desktop, smartphone, or tablet. The program allow live tracking and historical breadcrumb reports, as well as summary reports of miles traveled, fuel consumption, and other vehicle and driving statistics, including diagnostic reports from the vehicles computer.



ShelterClean participates in the Department of Motor Vehicles "Pull Notice Program," which alerts us when an employee receives citations or has activity on his or her motor vehicle report. Employees are subject to disciplinary action up to and including discharge for any traffic violation or accident. Employees are subject to disciplinary action up to and including discharge for unsafe work practices that lead to injuries or narrow escapes to themselves, co-workers, or the public. Employees are expected to use the arrow light stick warning device, strobe light and/or other warning tools (delineators, cones, etc.) where prudent to warn other drivers of intent to stop and work in the bus stop zone.



Employees are expected to know and follow the safety procedures set forth in the ShelterClean safety policy handbook (available upon request) as well as those established by California and federal regulatory agencies.

Reports, Field Evaluations, and Records Control

ShelterClean has developed a database (EAMS by Infor) that has complete information on all the locations, creates and stores all work orders and reports:

- All locations with pertinent information;
- Work order summaries generated monthly for billing; and
- Database researched for past work order activity.
- Reports can be exported into Excel spreadsheets to send to the Client

Crews are given a hard copy of their assigned route (see image on following page) and are expected to follow as practically as possible the order as printed. The route sheet is the reporting form and provides the field supervisor a format to perform real time and after-the-fact inspections of the route. A combination of the route sheet reporting, field inspections and the vehicle tracking system allows optimum performance evaluations.

The field supervisor is expected to complete a written field evaluation on crews once a month. A sample image is shown with the route sheet sample on next page. The evaluation notes certain deficiencies found, if any, at a minimum number of stops reviewed. These are addressed with the route crews during or immediately following the field evaluation. A rating or grade is calculated based on 100 possible percentage points. A grade that falls below a certain percentage may warrant disciplinary action including verbal or written warnings, but our first priority and goal is to allow the employee to make corrections and improve. A follow up inspection is performed to ensure any performance deficiencies are corrected.

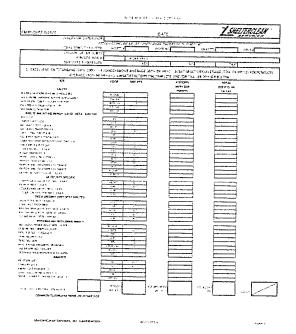
Many of our route specialists have been on the Los Angeles County project since our first term starting in 2003. The consistency of our management, administrative staff, and field workforce is a key factor in our success and that translates to a first class maintenance program for our customers.



# Route Sheet

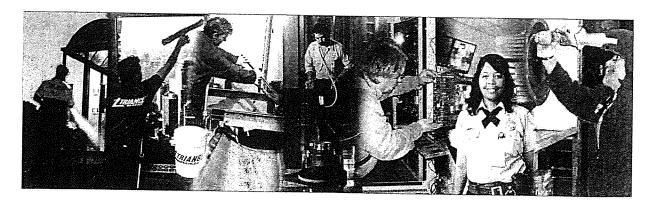
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# Field Evaluation



# Monthly Billing

Route activities along with an itemized list of completed work orders will be sent with monthly invoices. Invoices shall be expeditiously sent out at the closing of every month and the County of Los Angeles Department of Public Works will remit payment within thirty calendar days of the receipt and approval of invoice.





# SECTION D Equipment

ShelterClean Services specializes in bus stop maintenance and service. We have a fleet of almost seventy small, medium and full-size, and chassis body Ford trucks. Our route vehicles consist primarily of small Ford Ranger and medium F150 pickup trucks. Our crews need maneuverability at tight curbside bus stops and the bed capacity to carry and transport up to sixty bags of trash.

The vehicles we employ for our Los Angeles County projects are equipped with an arrow stick, strobe light, bed liner to contain leaks, and custom made bed height extenders to increase trash capacity beyond the factory bed. Our vehicles get preventative maintenance service at minimum every 5,000 miles and are immediately taken out of service for mechanical repairs that occur. Any safety issue will take the vehicle out of service until repaired. We will never be without a vehicle to put on the route to fulfill our obligations.

We have been gradually replacing older vehicles over the past three years and will continue to do so in the future, including those vehicles specifically assigned to the Los Angeles County project. Ford stopped making the Ranger so our new vehicles will be the economical Ford F150 with the Ecoboost V6 engine. The F150 has a larger bed capacity than the Ranger so it can hold more trash and equipment even without the bed height extenders.

Our Statement of Equipment (PW-20) is included in the Required Proposal Forms section.





# SECTION F Licenses, Certifications, and Permits

California State Contractor's License #970976 C61/D34, D38, D42 ShelterClean Services Waste Collector Permit



UCBRISB Number 970796

Erely CORP

BUSINESS Hame SHELTER CLEAN SERVICES INC

Cassification(s): C61/D34 C61/D38 C61/D42

Expression Date 03/31/2016

www.cslb.ca.gov





# COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

# Waste Collector Permit Under Provisions of County Ordinance Title 20

2015

SHELTERCLEAN SERVICES, INC 11065 PENROSE ST SUN VALLEY, CA 91352

COMPANY ID # PERMIT FEE

S0615 \$1,013.00

VEHICLES PERMITTED

13

DATE OF ISSUE EXPIRATION DATE, 01/28/2015 12/31/2015

CHIEF, SOLID WASTE PROGRAM



# SECTION G

# Proposal Forms

# Required Proposal Forms

# PUBLIC WORKS FORMS (PW)

PW-1 Verification of Proposal

PW-2 Schedule of Prices

PW-3 County of Los Angeles Contractor Employee Service Program/ Exception and Certification Form

PW-4 Contractor's Industrial Safety Record

PW-5 Conflict of Interest Certification

PW-6 Proposer's Reference List

PW-7 Proposer's Equal Employment Opportunity Certification

PW-8 List of Subcontractors

PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Information Form

PW-10 GAIN and GROW Employment Commitment

PW-11 Transmittal Form to Request an RFP Solicitation Requirements Review

PW-12 Charitable Contributions Certification

PW-13 Transitional Job Opportunities Preference Application

PW-14 Proposer's List of Terminated Contracts

PW-15 Proposer's Pending Litigations and Judgments

PW-16 Proposer's Insurance Compliance Affirmation

PW-17 Certification of Compliance with County's Defaulted Property Tax Reduction Program

PW-18 Statement of Equipment Form

PW-19 Minimum Requirements Affirmation

PW-20 Contractor's Certifications and License Information

### LIVING WAGE FORMS (LW)

LW-1 Los Angeles County Code Chapter 2.201 - Living Wage Program

LW-2 Living Wage Ordinance - Application for Exemption

LW-3 Contractor Living Wage Declaration

LW-4 Living Wage Acknowledgment and Statement of Compliance

LW-5 Labor/Payroll/Debarment History

LW-7 Proposer's Medical Plan Coverage

LW-8 Proposer's Staffing Plan and Cost Methodology

LW-9 Wage and Hour Record Keeping for Living Wage Contract

VERIFICATION OF PROPOSAL

DATE: June 4 , 20		THE UND	ERSIGNE	D HEREBY DE	CLARES AS E	OLLOWS:			
This Declaration is given in su incomplete, or deceptively unrest his/her judgment shall be final.	upport of a Proposal for a Cont sponsive statements in connec	tract with The ( ction with this p	County of Los roposal are r	Angeles. The Propose nade, the Proposal ma	er further acknowledge y be rejected at the Di	es that if any false, misleading, irector's sole judgment and			
2. Name of Service: Maintena	ance Program For Nor	n-Advertisir	ng Bus St	op Amenities-So	uth County RFF	° 2015-PA014			
		DECLAR	ANT INFOR	MATION					
3. Name Of declarant: Perry F									
4. I Am duly vested with the auth			n behalf of th	e Proposer(s).					
5. My Title, Capacity, Or Relation	nship to the Proposer(s) is: Pr	esident							
			ER INFORM	1ATION					
6. Proposer's full legal name: ShelterCLEAN Services, Inc.  Telephone No.: 818.767.9162									
Physical Address (NO P.O. Bo	OX): 11065 Penrose St	reet, Sun V	/alley, CA	91352	Mobile No.: 818.7				
-e-mail:					Fax No.:				
County WebVen No.: 11291	601 IRS No	o.: 45-4102	187		Business License	No.: 970796			
7. Proposer's fictitious business	name(s) or dba(s) (if any):					And the second s			
County(s) of Registration:			State:		Year(s) became DE	 BA:			
8. The Proposer's form of busin	ess entity is (CHECK ONLY (	DNE):		1					
☐ Sole proprietor	Name of Proprietor:								
A corporation:	Corporation's principal place	e of business:	11065 Pe	nrose Street, Su	in Valley, CA 91	352			
	State of incorporation: Cal	ifornia			Year incor	porated: 2011			
Non-profit corporation with the CA Attorney G	certified under IRS 501(c) 3 a Seneral's Registry of Charitable	nd registered Trusts	President/ Secretary	-	4				
A general partnership		Names of pa	<u> </u>						
A limited partnership:			neral partner						
A joint venture of:		Names of jo							
☐ A limited liability comp	anv	Name of ma							
9. The only persons or firms interest				net.					
Name(s) Lonnie Fine	Title CEO	Paid are the tot	iowing.	Phone F4C FO4 47	0.0				
Street 10 Fifth Street	City Valley 5	Stroom		Phone 516.561.17 State NY	00	Fax 516.593.9370			
Name(s)	Title Presid				2.0	<sup>Zip</sup> 11581			
Street 10 Fifth Street				Phone 516.561.170	30	Fax 516.593.9370			
	<sup>City</sup> Valley		,	Stata NY		<sup>Zip</sup> 11581			
10. Is your firm wholly or majority If yes, name of parent firm:	owned by, or a subsidiary of a	nother firm? 🗸	No □ Y	'es					
State of incorporation/registration	of parent firm:								
11. Has your firm done business u Name(s): <u>ShelterCLEAN, Inc.</u> Name(s):	under any other name(s) within	n the last five y	rears?	Year of nam	, please list the other in echange: 2011	name(s):			
12. Is your firm involved in any pe If yes, indicate the associated cor	ending acquisition or merger?	/No 🗆	Yes	real of harr	e change,				
13. Proposer acknowledges that if	any false, misleading, incomp	lete, or decent	ively unresno	insive statements in co	nnection with this pro	nosal are made the			
14. I am making these representat	aluation and determination in t	inis area shall t	oe at the Dire	ctor's sole judament ai	nd the Director's judge	nont aball ha final			
information and belief.					,	and book of thy			
I declare under penalty of perjury to		It the above inf	ormation is tr	ue and correct.					
Signature of Proposer or Authorize	ed Agent:			· · · · · · · · · · · · · · · · · · ·	Date: 6	10-15			
Type name and title:		A							

### SCHEDULE OF PRICES

#### **FOR**

# MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES –SOUTH COUNTY (2015-PA014)

In accordance with Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications, subject to the Proposer furnishing all labor, supervision, materials, equipment, taxes, shipping and handling, and all other applicable charges. Using the examples given below calculate your maintenance, replacement, relocation, removal, and reinstallation costs for bus stop shelters, solar panels and apparatus; bus benches; and trash receptacles. Costs must also be submitted for trash collection, transportation, and disposal of waste at designated trash receptacles. The Unit Count shown for routine maintenance is based on the current number of the respective amenities located at the designated transit stops in the unincorporated areas of the County of Los Angeles, but may be revised in accordance with Section 2 of the Scope of Work, Work Location.

I. MAINTENANCE, REPLACEMENT, RELOCATION, REMOVAL, AND REINSTALLATION OF BUS STOP AMENITIES

## A. ROUTINE MAINTENANCE

EXAMPLE						
Unit Count		Monthly <u>Unit Rate</u>	<u>Pa</u>	Monthly ayment Rate	<u>Months</u>	Annual Proposed Amount
3059	Χ	\$7.4724	=	\$22,858.07	X 12	= \$274,296.85
Two hundred so cents.	even	ty-four thous	sand to	wo hundred ni	nety-six dol	lars and eighty-five

Using the example above, please calculate your costs for maintenance of the existing facilities:

1. Maintenance of the Bus Stop Shelters (each shelter includes a bench, a trash receptacle, and is either hard-wired or has solar panels on top of the shelter or attached to a stand-alone pole)

Once-a-week maintenance of entire bus stop shelter including, but not limited to, the bench, trash receptacle, and stand-alone solar light pole at designated transit stops located in the unincorporated areas of the County of Los Angeles.

Sites may include one and/or more shelters, benches, or trash receptacles.

Proposed maintenance (including examining electrical or solar-powered lighting for functionality, if applicable) cost for shelter with electric hard-wire, solar panel attached to top of shelter, or no lighting.

<u>Unit</u> <u>Count</u>		Unit Rate <u>Per Visit</u>		Visit <u>Subtotals</u>		Estimated <u>Weeks</u>	Annual Proposed <u>Amount</u>
251*	Х	\$6.30	=	\$1,581.30	Х	52	= \$82,227.60

Write out annual proposed amount in full, below:

Eighty-Two Thousand, Two Hundred Twenty-Seven Dollars & 60/100 cents

<sup>\*</sup>Locations are marked "hard-wire", "solar panel," or "none" under the "Lighting" column in Exhibit E.1.

I	Proposed maintenance cost (including cost to examine solar-powered lighting for								
	functionality) for shelter with solar panel attached to a stand-alone solar light pole.								
	<u>Unit</u> Count		Unit Rate <u>Per Visit</u>		Visit <u>Subtotals</u>		Estimated <u>Weeks</u>	Annual Proposed <u>Amount</u>	
	13*	Χ	\$6.30	=	\$81.90	Х	52	= \$4,258.80	

Write out annual proposed amount in full, below:

Four Thousand, Two Hundred Fifty-Eight Dollars & 80/100 cents

<sup>\*</sup>Locations are marked "solar pole" under the "Lighting" column in Exhibit E.1.

# 2. Pressure Wash

Pressure wash each bus stop shelter every six weeks.

Proposed cost for pressure washing each bus shelter.							
<u>Unit</u> <u>Count</u>		Unit Rate <u>Per Visit</u>		Visit <u>Subtotals</u>		Estimated <u>Weeks</u>	Annual Proposed <u>Amount</u>
263*	Х	\$19.30	=	\$5,075.90	Х	9	= \$45,683.10

Write out annual proposed amount in full, below:

Forty-Five Thousand, Six Hundred Eighty-Three Dollars & 10/100 cents

# 3. Maintenance of Stand-Alone Solar Light Poles

Once-a-week maintenance of stand-alone solar light poles, including examine the functionality of each stand-alone solar light pole.

Proposed	Proposed maintenance cost for the stand-alone solar light pole.								
<u>Unit</u> <u>Count</u>		Unit Rate <u>Per Visit</u>		Visit <u>Subtotals</u>		Estimated <u>Weeks</u>	Annual Proposed <u>Amount</u>		
185*	X	\$4.50	=	\$832.50	Х	52	= \$43,290.00		

Write out annual proposed amount in full, below:

Forty-Three Thousand, Two Hundred Ninety Dollars & 00/100 cents

<sup>\*</sup>Locations in Exhibit E.1.

<sup>\*</sup>Locations in Exhibit E.4 and E.5.

# 4. Maintenance of Bus Benches

Once a week maintenance of bus benches and adjacent trash receptacle (if applicable) per location at designated transit stops.

Sites may include one or more benches and may include one or more trash receptacles.

Proposed maintenance cost for bus bench locations.								
<u>Unit</u> <u>Count</u>		Unit Rate <u>Per Visit</u>		Visit <u>Subtotals</u>		Estimated <u>Months</u>	Annual Proposed <u>Amount</u>	
143*	Х	\$4.50	=	\$643.50	Х	52	= \$33,462.00	

Write out annual proposed amount in full, below:

Thirty-Three Thousand, Four Hundred Sixty-Two Dollars & 00/100 cents

# 5. Maintenance of Stand-alone Trash Receptacles

Once a week maintenance of each stand-alone trash receptacle, not including those adjacent to bus shelters or bus benches.

Proposed maintenance cost for each stand-alone trash receptacle.								
<u>Unit</u> Count		Unit Rate <u>Per Visit</u>		Visit <u>Subtotals</u>		Estimated <u>Months</u>	Annual Proposed <u>Amount</u>	
288*	Х	\$2.10	=	\$604.80	Х	52	= \$31,449.60	

Write out annual proposed amount in full, below:

Thirty-One Thousand, Four Hundred Forty-Nine Dollars & 60/100 cents

<sup>\*</sup>Locations in Exhibit E.2.

<sup>\*</sup>Locations in Exhibit E.3 (Blank under the "other non-ad item" column).

### **B. REPLACEMENT**

## 1. Replacement of Bus Stop Shelter Structures and Parts

Upon request or necessity for replacement of bus stop shelter structure and parts.

Replacement of bus stop shelter (without PSA panel) structure ONLY including solar system kit. Models: Tolar Maravilla Style 13NAHP-PMTR or LNI Aurora Series Model-SL 13

Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
10	X	\$8,543.00	****	\$85,430.00

Write out annual proposed amount in full, below:

Eighty-Five Thousand, Four Hundred Thirty Dollars & 00/100 cents

Replacement of side ornate iron panel for bus stop shelter.					
Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>	
5	Х	\$735.00	***	\$3,675.00	

Write out annual proposed amount in full, below:

Three Thousand, Six Hundred Seventy-Five Dollars & 00/100 cents

# 2. Replacement of Solar-Powered Lighting and Apparatus.

Upon request or necessity for replacement of solar panel or other related apparatus.

Replacement of solar panel attached to top of shelter.				
Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
10	Х	\$227.00	=	\$2,270.00

Write out annual proposed amount in full, below:

Two Thousand, Two Hundred Seventy Dollars & 00/100 cents

Replacement of solar system kit (includes 2 solar panels, batteries, LED lamp, and solar lighting controller) for solar-powered lighting attached to shelter.

Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
5	Х	\$1,783.00	=	\$8,915.00

Write out annual proposed amount in full, below:

Eight Thousand, Nine Hundred Fifteen Dollars & 00/100

Replacement of LED lamp (SW WP6X-LED) for bus stop shelter.				
Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
5	Х	\$175.00	=	\$875.00

Write out annual proposed amount in full, below:

Eight Hundred, Seventy-Five Dollars & 00/100 cents

Replacement of Urban Solar PV Stop<sup>TM</sup> solar-powered lighting (entire unit including module, pole, and parts) with same model lighting unit.

Estimated <u>Units per Year</u>		Unit Rate		Annual <u>Proposed Amount</u>
5	Х	\$1,651.00	=	\$8,255.00

Write out annual proposed amount in full, below:

Eight Thousand, Two Hundred Fifty-Five Dollars & 00/100 cents

Replacement of solar panel ONLY attached to stand-alone Urban Solar PV Stop<sup>TM</sup> solar-powered lighting.

Estimated Units per Year		Unit Rate		Annual <u>Proposed Amount</u>
5	Х	\$158.00	=	\$790.00

Write out annual proposed amount in full, below:

Seven Hundred, Ninety Dollars & 00/100 cents

Replacement of stand-alone Urban Solar<sup>TM</sup> PV Stop solar-powered lighting pole ONLY.

Estimated Units per Year		Unit Rate		Annual <u>Proposed Amount</u>
5	X	\$115.00	*****	\$575.00

Write out annual proposed amount in full, below:

Five Hundred Seventy-Five Dollars & 00/100 cents

# 3. Replacement of Bus Benches

Upon request or necessity for replacement of bus bench, including, but not limited to, bench and mounting materials.

Replacement of LNI Aurora Series Model BL-6 bus bench.					
Estimated Annual Units per Year Unit Rate Proposed Amount					
10	Х	\$1,065.00	=	\$10,650.00	

Write out annual proposed amount in full, below:

Ten Thousand, Six Hundred Fifty Dollars & 00/100

# 4. Replacement of Trash Receptacles

Upon request or necessity for replacement for either part of or the entire trash receptacle including, but not limited to, exterior frame, inner liner, dome cover, and mounting materials.

Replacement of LNI Aurora Series Model TC-32 trash receptacle (entire) unit.					
Estimated Annual Units per Year Unit Rate Proposed Amount					
10	Х	\$667.00		\$6,670.00	

Write out annual proposed amount in full, below:

Six Thousand, Six Hundred Seventy Dollars & 00/100 cents

Replacement of trash receptacle exterior frame ONLY.					
Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>	
10	Х	\$590.00	=	\$5,900.00	

Write out annual proposed amount in full, below:

Five Thousand, Nine Hundred Dollars & 00/100 cents

Replacement of trash receptacle aluminum liner (container) ONLY.				
Estimated <u>Units per Year</u>		Unit Rate		Annual <u>Proposed Amount</u>
10	X	\$97.00	=	\$970.00

Write out annual proposed amount in full, below:

Nine Hundred Seventy Dollars & 00/100 cents

Replacement of trash receptacle dome cover ONLY.					
Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>	
30	Х	\$91.00	=	\$2,730.00	

Write out annual proposed amount in full, below:

Two Thousand, Seven Hundred Thirty Dollars & 00/100 cents

# 5. Replacement of Miscellaneous Items

Replacement of Metro transit map kiosk (mounted on stand-alone Urban Solar PV Stop Solar-powered lighting).

Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
2	X	\$473.00	=	\$946.00

Write out annual proposed amount in full, below:

Nine Hundred Forty-Six Dollars & 00/100 cents

Replacement of acrylic glass (transparent plastic) for Metro transit map kiosk.					
Estimated <u>Units per Year</u>		Unit Rate		Annual <u>Proposed Amount</u>	
8	Х	\$91.00		\$728.00	

Write out annual proposed amount in full, below:

Seven Hundred, Twenty-Eight Dollars & 00/100 cents

Replacement of anti-mar graffiti-resistant film (to cover acrylic glass for Metro transit map kiosk).

Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
8	X	\$67.00	=	\$536.00

Write out annual proposed amount in full, below:

# Five Hundred, Thirty-Six Dollars & 00/100 cents

### C. RELOCATION

# 1. Relocation of Bus Stop Shelters

Upon request or necessity for relocation of bus shelter, including, but not limited to, shelter, amenities, solar panels and apparatus, and the restoration of site to original condition.

Relocation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter).

Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
5	X	\$624.00	Meson makin	\$3,120.00

Write out annual proposed amount in full, below:

Three Thousand, One Hundred Twenty Dollars & 00/100 cents

Relocation of bus stop shelter (including bench, trash receptacle, and stand-alone Urban Solar PV Stop M solar-powered lighting).

Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
1	Х	\$624.00	=	\$624.00

Write out annual proposed amount in full, below:

Six Hundred, Twenty-Four Dollars & 00/100 cents

# 2. Relocation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for relocation of stand-alone solar-powered light pole, including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

Relocation of stand-alone Urban Solar PV Stop <sup>TM</sup> solar-powered lighting.					
Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>	
2	X	\$76.00	anan- anan-	\$152.00	

Write out annual proposed amount in full, below:

One Hundred, Fifty-Two Dollars & 00/100 cents

## 3. Relocation of Bus Benches

Upon request or necessity for relocation of bus benches, including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Relocation of bus bench.					
Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>	
5	X	\$114.00	=	\$570.00	

Write out annual proposed amount in full, below:

Five Hundred, Seventy Dollars & 00/100 cents

### 4. Relocation of Trash Receptacles

Upon request or necessity for relocation of trash receptacles including, but not limited to, trash receptacle, mounting materials, and the restoration of site to original condition.

Relocation of trash receptacle.					
Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>	
10	Х	\$114.00	=	\$1,140.00	

Write out annual proposed amount in full, below:

One Thousand, One Hundred Forty Dollars & 00/100 cents

# D. REMOVAL

# 1. Removal of Bus Shelters and Amenities

Upon request or necessity for removal and disposal (may include storage) of bus shelters, including, but not limited to, shelter, amenities, solar panels and apparatus (or electric hard-wire), and the restoration of site to original condition.

Removal of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter, hard-wire, or no lighting; stand-alone solar-powered light pole to be charged separately).

Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
5	Х	\$507.00	=	\$2,535.00

Write out annual proposed amount in full, below:

Two Thousand, Five Hundred Thirty-Five Dollars & 00/100 cents

# 2. Removal of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for removal and disposal (may include storage) of stand-alone solar-powered light pole including, but not limited to, solar panel and apparatus and the restoration of site to original condition.

Removal of stand-alone Urban Solar PV Stop <sup>™</sup> solar-powered lighting.					
Estimated <u>Units per Year</u>		Unit Rate		Annual <u>Proposed Amount</u>	
3	X	\$38.00	=	\$114.00	

Write out annual proposed amount in full, below:

One Hundred, Fourteen Dollars & 00/100 cents

# 3. Removal of Bus Benches

Upon request or necessity for removal and disposal (may include storage) of bus bench including, but not limited to, bench, mounting materials and the restoration of site to original condition.

Removal of bus bench.					
Estimated Units per Year		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>	
5	Х	\$38.00	America Grando	\$190.00	

Write out annual proposed amount in full, below:

One Hundred, Ninety Dollars & 00/100 cents

# 4. Removal of Trash Receptacles

Upon request or necessity for removal and disposal (may include storage) of trash receptacle including, but not limited to, trash receptacle, mounting materials and the restoration of site to original condition.

Removal of trash receptacle.				
Estimated <u>Units per Year</u>	,	<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
5	Х	\$38.00		\$190.00

Write out annual proposed amount in full, below:

One Hundred, Ninety Dollars & 00/100 cents

#### E. REINSTALLATION

# 1. Reinstallation of Bus Stop Shelters

Upon request or necessity for reinstallation of bus shelter including, but not limited to, shelter, amenities, and solar panel and apparatus previously removed from other location.

Reinstallation of bus stop shelter (including bench, trash receptacle, and solar panel attached to top of shelter; stand-alone solar-powered light pole to be charged separately).

Estimated <u>Units per Year</u>		<u>Unit Rate</u>	Annual <u>Proposed Amount</u>
5	Х	\$546.00	 \$2,730.00

Write out annual proposed amount in full, below:

Two Thousand, Seven Hundred Thirty Dollars & 00/100 cents

# 2. Reinstallation of Stand-Alone Solar-Powered Light Poles

Upon request or necessity for reinstallation of stand-alone solar-powered light pole, including, but not limited to, and solar panel and apparatus previously removed from other location.

Reinstallation of stand-alone solar-powered lighting.						
Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>		
1	X	\$57.00	=	\$57.00		

Write out annual proposed amount in full, below:

Fifty-Seven Dollars & 00/100 cents

#### 3. Reinstallation of Bus Benches

Upon request or necessity for reinstallation of bus bench including, but not limited to, bench and mounting materials previously removed from other location.

Reinstallation of bus b	ench.			
Estimated <u>Units per Year</u>		<u>Unit Rate</u>		Annual <u>Proposed Amount</u>
2	X	\$57.00	_	\$114.00

Write out annual proposed amount in full, below:

#### One Hundred Fourteen Dollars & 00/100 cents

#### 4. Reinstallation of Trash Receptacles

Upon request or necessity for reinstallation of trash receptacle including, but not limited to, trash receptacle and mounting materials previously removed from other location.

Reinstallation of trash	receptacle	•	
Estimated <u>Units per Year</u>		<u>Unit Rate</u>	Annual <u>Proposed Amount</u>
5	Х	\$57.00	 \$285.00

Write out annual proposed amount in full, below:

Two Hundred, Eighty-Five Dollars & 00/100 cents

#### II. COLLECTION, TRANSPORTATION, AND DISPOSAL OF WASTE

A. Collection, transportation and disposal of waste <u>once a day, three days a week, between Monday, Wednesday, and Friday,</u> at designated transit stops located in the unincorporated southern area of the County, as specified in Exhibit E.3.

County reserves the right to reduce or increase collection frequency of any unit on any route at any time during the Contract period.

Waste collection, transportation,	and disposal at a permitted materials recovery
facility (MRF).	•

<u>Unit</u> <u>Count</u>		Unit Rate <u>Per Day</u>		Daily <u>Subtotals</u>		<u>Days</u>	Annual Proposed <u>Amount</u>
814	Х	\$4.00	=	\$3,256.00	Χ	156	= \$507,936.00

Write out annual proposed amount in full, below:

Five Hundred Seven Thousand, Nine Hundred Thirty-Six Dollars & 00/100 cents

#### TOTAL PROPOSED ANNUAL PRICE

City

Total proposed annual price for maintenance, replacement, relocation, removal, and reinstallation of bus stop shelters, solar-powered lighting, bus benches, and trash receptacles; and the collection, transportation, and disposal of waste once a day, three days a week, between Monday and Friday is:

days a week, betweek	i wonday and i nday	13.
Total summation of al	Subtotals from 1.A.	(1) to 2.A.: <u>\$ 900,043.10</u>
(Write out annual pric	,	Tara - Dallara 9 40/400 acuta
Nine Hunarea Tr	iousand, Forty-I	Three Dollars & 10/100 cents
		:======================================
ShelterClean Service	·	
Complete Legal Name	e of Proposer (Print o	r Type)
	9/22/15	970796
Signature /	Date /	Required License Number
Address:		
11065 Penrose S	Street	
Street Sun Vallev	91352	818-767-9162

Telephone

Zip Code

### 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.

-	npany Name: ShelterClean Services, Inc.	NACE OF THE PARTY		
	npany Address; 11065 Penrose Street			
	Sun Valley		State: ca	Zip Code:91352
	phone Number: 818.767.9162			
(Тур	e of Goods or Services); Bus stop/street furniture m	naintenance, repair, installatio	n; trash collection	
Serv	ou believe the Jury Service Pro copriate box in Part I (you must at ice Program applies to your bus gram. Whether you complete Part	ttach documenta siness, complete	ation to support y Part II to certify	your claim). If the J y compliance with
Part I:	: Jury Service Program Is Not Applicable	to My Business		
	an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts of subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). understand that the exception will be lost, and I must comply with the Program if my revenues from the Counterpart and 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 annu gross revenues in the preceding twelve months which, if added to the annual amount of this contract, as \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as define below. I understand that the exemption will be lost, and I must comply with the Program if the number 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 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, mastockholders, or their equivalent, of a business dominant in that field of operation.			
	My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes a provisions of the Program. ATTACH THE AGREEMENT.			
Part II:	art II: Certification of Compliance			
<b>✓</b>	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.			
clare u correc	under penalty of perjury under the laws of	of the State of Calif	ornia that the inform	nation stated above is t
Name		Title:		
	Alan Mudge	ł	ieral Manager	
ature:	<u></u>	Date:	100	
			6-9-15	

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES-SOUTH COUNTY (2015-PA014) PROPOSED CONTRACT FOR:

SERVICE BY PROPOSER BUS STOP SHELTER, BENCH & TRASH RECEPTACLE MAINTENANCE, & TRASH COLLECTION

JUNE 11, 2015 PROPOSAL DATE: This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## **5 CALENDAR YEARS PRIOR TO CURRENT YEAR**

	2010	2011	2012	2013	2014	Total	Current Year to Date
1. Number of contracts.	A/N	N/A	14	16	17	47	17
2. Total dollar amount of Contracts (in thousands of dollars).	N/A	N/A	6543	6452	6114	19109	2295
3. Number of fatalities.	N/A	N/A	0	0	0	0	0
4. Number of lost workday cases.	N/A	N/A	_	0	_	2	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	N/A	N/A	0	0	0	0	0
6. Number of lost workdays.	N/A	N/A	14	0	71	85	0

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

Name of Proposer or Authorized Agent (print) ShelterClean Services, Inc./Alan Mudge

Signature

Date

6-22-15

\*ShelterCLEAN, Inc. was purchased in 2012 and a new corporation was formed, ShelterClean Services, Inc. Safety record for 2010 & 2011 are not applicable and not available as they were under previous, now dissolved corporation.

#### CONFLICT OF INTEREST CERTIFICATION

Ι, _	Perry Fine
	sole owner general partner managing member President, Secretary, or other proper title)  President
of _	ShelterClean Services, Inc.
	Name of proposer
nake scope	this certification in support of a proposal for a contract with the County of Los Angeles for services with the County of Los Angeles for services with the County Code, Section 2.180.010, which provides as follows:

hin the

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.

- Employees of the County or of public agencies for which the board of supervisors is 1. the governing body;
- Profit-making firms or businesses in which employees described in subdivision 1 of 2. subsection A serve as officers, principals, partners, or major shareholders;
- Persons who, within the immediately preceding 12 months, came within the 3. provisions of subdivision 1 of subsection A, and who:
  - Were employed in positions of substantial responsibility in the area of (a) 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 C	alifornia that the foregoing is true and correct.
	, /
Signed	Date 6/9/18
	11

#### PROPOSER'S REFERENCE LIST

PROPOSER NAME: ShelterClean Services, Inc.

PROPOSED CONTRACT FOR: MAINT PROGRAM FOR NONAD BUS STOP AMENITIES-SOUTH CO 2015-PA014

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: CONTRACT#77933 SERVICE DATES: 4/01/13-PRESENT DEPT/DISTRICT:
LA COUNTY PUBLIC WORKS-TRANSIT CONTACT FRED WONG TELEPHONE: 626.458.3907 FAX: 626.979.5313 E-MAIL: fwong@ladpw.org

nevious unee years mu	ist be listed.			
SERVICE: CONTRACT#76721	SERVICE DATES: 11/1/08-PRESENT			
DEPT/DISTRICT: LA COUNTY PUBLIC WORKS-TRANSIT				
CONTACT: William Yan				
TELEPHONE: 626.458.396	1			
FAX: 626.979.5313				
E-MAIL: <u>wvan@ladpw.org</u>				

050105			
SERVICE:	SERVICE DATES:		
CONTRACT #75695	1/1/07-1/31/2012		
DEPT/ DISTRICT:			
LA COUNTY PUBLIC WORKS-ROAD MAINT D-3			
CONTROL			
BOB GYSEL			
TELEPHONE:			
TELEPHONE; 10.348.6448 EXT	1 227		
FAX: 310.649.0402	FAX: 310 649 0402		
2.0.0.2.0.0			
E-MAIL: bgysel@ladpw.org			
- III III OSYSCHERIACHWOIS			

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

#### OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES В.

SERVICE DATES: Bus Shelter Maint SERVICE DATES: SERVICE DATES: SERVICE DATES:						
AGENCY/ FIRMOUTFRONT/DECAUX, LLC						
ADDRESS: 1150 S. OLIVE ST, ST. 450, LOS ANGELES, CA 90015						
CONTACT: FRANCOIS NION						
TELEPHONE. 213.608.0910						
FAX: 213.608.0901						
E-MAIL: françois nion@icdecauyna.com						

SERVICE: Bus Stop Maintenance	SERVICE DATES: 12/1/94-PRESENT				
AGENCY/ FIRM: O	CTA				
ADDRESS: 550 S. MAIN ST., 4	TH FL., ORANGE, CA 92613				
CONTACT: KYLE POFF					
TELEPHONE: 714.560.5816					
FAX: 714.560.5391					
E-MAIL: kpoff@octa.net					

SERVICE: Bus Shelter/Bench Maint	SERVICE DATES 8/1/04-Present					
AGENCY/ FIRM: CITY OF LAKE FOREST						
ADDRESS: 25550 COMMERCENTRE	DR, ST 100, LAKE FOREST					
CONTACT. RYAN HANLEY						
TELEPHONE 949.461.3489						
FAX: 949.461.3512						
E-MAIL: rhanley@lakeforestca.gov						

SERVICE: LADOT Bus Stop Maint.	SERVICE DATES: S/1//2013-Present					
AGENCY/ FIRM. ILIUM ASSOCIATES, INC.						
ADDRESS: 600 108TH AVENU	JE NE, STE 660					
CONTACT CAROLYN ANDERSON						
TELEPHONE: 425.646.6525						
FAX: 425.646.6522						
E-MAIL: carolyn@ilium	.com					

#### PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propos	ShelterClean Services, Inc.							
Addres	11065 Penrose Street, Sun Valley, CA 91352							
Interna	Internal Revenue Service Employer Identification Number 45-4102187							
that treat sex	ccordance with Los Angeles County Code, Section 4.32.010, the Proposer cert all persons employed by it, its affiliates, subsidiaries, or holding companies ted equally by the firm without regard to or because of race, religion, ancestry, nand in compliance with all anti-discrimination laws of the United States of Americalifornia.	are a ationa	nd will be					
1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.							
2.	Ø	YES NO						
3.	The property has a greatery for determining if its and the second of the							
4.	Where problem areas are identified in employment practices, the proposer							
	, I I NO							
_	ShelterClean Services, Inc.							

Alan Mudge

Authorized representative

Signature

#### 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 al required services.					
Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service			

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

	CBE Firm/Organization Information Form												
All cor	proposers r sideration o	esponding to the of the proposal.	Request	t for Pro	posals n	nust co	mpl	lete and ret	urn t	his form	for prop	er	
	ShelterClean Services, Inc.												
	My County (WebVen) Vendor Number: 11291601												
l.	LOCAL SM	ALL BUSINESS E	NTERPR	ISE PRE	FEREN	CE PRO	GR	AM:					
	As pro	Local SBE, certific posal/bid be cons	ed by the idered for	County of the Loca	of Los An al SBE Pi	geles, Ir referenc	nter :e.	nal Services	Dep	artment,	I request	this	
	Att	ached is a copy of	Local SB	E certific	cation iss	ued by t	he (	County.					
11.	FIRM/ORGAN award, contract disability.	IZATION INFORMATI ctor/vendor will be se	ION: The in elected with	formation in	requested d to race/e	below is for	or st colo	atistical purpos r, religion, sex	ses on k, nati	ly. On fina onal origir	l analysis a n, age, sex	nd consider kual orienta	ation of tion, or
	Business St	ructure: Sole	Proprietors	nip 🗖 F	Partnership	)	$\boxtimes$	Corporation		Vonprofit	☐ Franc	hise	
	Oti	ner (Please Specif	·y):										
	Total Numbe	er of Employees (incl	uding owne	ers): 7	9						**************************************		
	Race/Ethnic	Composition of Firm	ı. Please di			tal numbe	r of i	individuals into	the fo	llowing ca	tegories:	······································	
	Race/Ethn	ic Composition		11	ers/Partr ciate Par			Manag	gers			Staff	
		West Washington Co.		Male	e F	emale		Male	Fe	emale	male Male		male
		an American											
	Hispanic/La	····						5		3	49		15
		acific Islander											
	American I	ndian							***********				1
	Filipino	····									2		
	White			2				1			2		
III.	PERCENTAGE	OF OWNERSHIP IN	FIRM: Plea	ase indicat	te by perce	ntage (%)	hov	w <u>ownership</u> of	the fir	m is distrit	outed.		
		Black/African American	Hispanio	c/ Latino	1	or Pacific	С	American In	dian	Fili	pino	Whit	te
	Men	%		%	131		%		%	<b></b>	%	100	%
	Women	%		%		(	%		%		% .		%
		Agency Name			Minority	Wome	n	Disadvantaç	ged	Disabled	l Veteran	Expiratio	n Date
į		·											
			***************************************										
V	DECLARATION INFORMATION	N: I DECLARE UNDE	R PENALT RECT,	Y OF PER	JURY UNI	DER THE	LAV	WS OF THE ST	ΓΑΤΕ	OF CALIF	ORNIA TH	AT THE AB	OVE
	Authorized Sigr	ngture:				l Title:					Date:		

GENERAL MANAGO

#### GAIN and GROW EMPLOYMENT COMMITMENT

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

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

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

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

Α.	Proposer has a proven record of hiring GAIN/GROW participants.
	YES (subject to verification by County) X NO
B.	Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.
	XX YESNO
C.	Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
	YESNO XX N/A (Program not available)
S	ignature Title GENCY MANASA
1	irm Name ShelterClean Services, Inc.  GENCUM   MARINA 5 CA  6-9-15

## TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Decree N	
Proposer Name:	Date of Request:
Project Title:	Project No.
A Solicitation Requirements Review is bein unfairly disadvantaged for the following reason	ng requested because the Proposer asserts that they are being (check all that apply)
☐ Application of Minimum Requirements	S
☐ Application of Evaluation Criteria	
☐ Application of Business Requirements	S
<ul> <li>Due to unclear instructions, the proceed best possible responses</li> </ul>	ess may result in the County not receiving the
I understand that this request must be received solicitation document.	d by the County within ten business days of issuance of the
For each area contested, Proposer must explain (Attach additional pages and supporting documn	in in detail the factual reasons for the requested review.  nentation 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

ShelterClean Services, Inc.		
Company Name		
11065 Penrose Street, Sun Valley, CA 913	52	
Address 4.4.004.07		
45-4102187		
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 Trustees and Fundraisers for Charitable Purposes Act, which regulate charitable contributions.	s to California es those rece	a's Supervision of eiving and raising
CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( ✓)	( )
OR	YES	NO
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )
	-9-15	
Signature Date	- / /_>	The second desired and the second
Alan Mudge, General Manager		
Name and Title (please type or print)		

#### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

	ShelterClean Services, Inc.							
	COMPANY ADDRESS: 11065 Penrose Street							
	Sun Valley	STATE: CA	91352					
A	I am <u>not</u> requesting consideration und Preference Program.	ler the County's <sup>-</sup>	Fransitional Job Opportunities					
l h	ereby certify that I meet all the requirements	for this program:						
	My business is a non-profit corporati Code - Section 501(c)(3) and has been suc	on qualified unde th for three years <i>(at</i>	r Internal Revenue Services tach IRS Determination Letter).					
	I have submitted my three most recent ann	ual tax returns with r	my application.					
	I have been in operation for at least one year providing transitional job and related supportive services to program participants.							
	I have submitted a profile of our program; to help the program participants, numb information requested by the contracting de	er of past progran	ion of its components designed n participants, and any othe					
	I declare under penalty of perjury und information herein is true and correct.	er the laws of the	State of California that the					
	PRINT NAME:  ALRY MUDG.	E	TITLE: GENERO/ MONES CO DATE:					
	SIGNATURE:		DATE: 6-9-15					
RE	EVIEWED BY COUNTY:							

SIGNATURE OF REVIEWER	,	DISAPPROVED	

#### PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: \_\_\_\_\_ ShelterClean Services, Inc.

Proposer must list al those contracts term terminated, please a Proposer or not. Ar noted that contracts	not had any contracts terminated is contracts that have been terminated by an agency or firm that an explanation on a sepany and all terminated contracts that naturally expired need reminated prior to expiration.	inated before arate s shou	within the past the the contract's esheet, whether the ld be accompanie	nree yea expiratio e termin	n date. If a contract(s) wa ation was at the fault of the an explanation, it should the
SERVICE:	TERMINATING DATE:		SERVICE:		TERMINATING DATE:
NAME OF TERMINATING FIRM		NAME OF TERMINATING FIRM			
ADDRESS OF FIRM			ADDRESS OF FIRM	1	
CONTACT PERSON:			CONTACT PERSON	٧:	
TELEPHONE:		TELEPHONE:			
FAX:		FAX:			
E-MAIL:			E-MAIL:	-	
SERVICE:	TERMINATING DATE:		SERVICE:		TERMINATING DATE:
NAME OF TERMINATI	NG FIRM		NAME OF TERMINATING FIRM		
ADDRESS OF FIRM		-    -  -	ADDRESS OF FIRM		
CONTACT PERSON:			CONTACT PERSON:		
TELEPHONE:		$\frac{1}{1}$	ELEPHONE:		
FAX:		T   F	FAX:		
E-MAIL:		TE	E-MAIL:		
SIGNATURE			DATE: _ 6-9	-13	

#### PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Propo	er's Name: ShelterClean Services, Inc.	
<b>V</b>	Proposer and/or principals are <b>not</b> currently involved in any pending litigation; are not aware any threatened litigation where they would be a party; and have not had any judgmen entered against them within the last five years as of the date of proposal submission.	
pendi	er and/or principals of the Proposer must list below (use additional pages if necessary) and glitigation, threatened litigation, and/or any judgments entered against them within the laters as of the date of proposal submission.	
Α.	☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)	
	<ol> <li>Against □ Proposer; □ Principal; □ Both (check as appropriate)</li> <li>Name of Litigation/Judgment:</li> <li>Case Number:</li> <li>Court of Jurisdiction:</li> </ol>	
	<ul> <li>Court of Jurisdiction:</li></ul>	∍d
procession		entential
		CHARLES
\$1000000000000000000000000000000000000		-
В.	☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)	
	<ol> <li>Against □ Proposer; □ Principal; □ Both (check as appropriate)</li> <li>Name of Litigation/Judgment:</li></ol>	
	<ol> <li>Case Number:</li></ol>	
	5. Please provide a statement describing the size and scope of the pending/threatend litigation or judgment (use additional page if necessary):	ed
***************************************		
Sign	ure of Proposer:Date:	

#### MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES - SOUTH COUNTY (2015-PA014)

#### PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

	ShelterClean Services, Inc.
Propos	er's Name
	11065 Penrose Street, Sun Valley, CA 91352
Addres	s
Ø	If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract without interruption or break in coverage.
	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.
Sigi	nature of Proposer:

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

The Pro	oposer certifies that:		
$\Box$	It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.		
	To the best of its knowledge, after a reason in default, as that term is defined in Los Albandon Los Angeles County property tax obligation	nable inquiry, the Proposer/Bidder/Contractor is not Angeles County Code, Section 2.206.020.E, on any 	
	The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.		
	-0	R-	
	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:		
l declar above	e under penalty of perjury under the laws of a is true and correct.	the State of California that the information stated	
Print N	ame: Alan Mudge	Title: General Manager	
Signatu	Signature: Date: 6-9-15		

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

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

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

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

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

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

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

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

Name of Firm: ShelterClean Services, Inc.	County Webven No. 11291601	
Print Authorized Name: Alan Mudge	Title: General Manager	
Authorized Signature:	Date: 6-9-15	

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

#### MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES – SOUTH COUNTY (2015-PA014) PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

#### PROPOSER MUST CHECK A BOX IN EVERY SECTION

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

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

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

1. Proposer or its managing employee must have a minimum of five years of experience performing the routine and emergency cleaning, repair, and maintenance of nonadvertising bus stop amenities.

$\square$	Yes. Please complete the chart 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 validate this minimum mandatory requirement for scoring of your proposal in
	this category.)

Proposer's or Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Alan Mudge	3/17/2003	Have overseen and managed LA County contracts for maintenance of non-advertising bus stop amenities in	4,9
	Present	South and North Unincorporated LA County since 2003.	

<sup>\*</sup>List the page number in the proposal containing the proposer's experience.

- No. Proposer <u>does not</u> meet the experience requirement stated above. <u>By checking this box, the proposal will be immediately disqualified as nonresponsive.</u>
- 2. Proposer and/or subcontractors must have one of the following valid and active State Contractor's license:
  - A valid and active State of California General Engineering Contractor's License Class A.
  - A valid and active State of California General Building Contractor Class B.
  - A valid and active State of California Limited Specialty Classification C-61 (D34)
     Prefabricated Equipment Contractor's License.

Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.11, Licenses, Certifications, and Permits, please attach a copy of the license to your proposal to validate this minimum mandatory requirement.)

Type of License	License No.	Name of License Holder	Valid/Active Dates
C-61 (D34)	970796	ShelterClean Services/Alan Mudge RME	3/31/2016
C-61 (D38)	970796	ShelterClean Services/Alan Mudge RME	3/31/2016
C-61 (D42)	970796	ShelterClean Services/Alan Mudge RME	3/31/2016

<sup>\*</sup>List the page number in the proposal containing the proposer's license.

- No. Proposer and/or subcontractors <u>do not</u> have the license(s) as stated above. <u>By checking this box, the proposal will be immediately disqualified as nonresponsive.</u>
- 3. Proposer must possess the required valid Waste Collector Permit issued by the County Department of Public Health naming the Proposer as the permittee or a copy of the application for a Waste Collector Permit naming the Proposer as the permittee at the time of proposal submission. Subcontractor is not allowed to meet this requirement.
  - Yes. Please complete the chart below.

Permit No.	Name of Permit Holder	Valid/Active Dates
S0615	ShelterClean Services, Inc.	12/31/2015

<sup>\*</sup>List the page number in the proposal containing the proposer's permit.

- No. Proposer <u>does not</u> have the permit as stated above. <u>By checking this box, the proposal will be immediately disqualified as nonresponsive.</u>
- 4. Proposer and/or its subcontractor(s), if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.
  - Yes. Please complete the chart below.

Registration No.	Registration Name	Valid/Active Dates
1000009024	ShelterClean Services, Inc.	6/30/2015

FORM PW-19
------------

No. Proposer and/or subcontractors <u>do not</u> have the registration as stated above. <u>By checking this box</u>, the proposal will be <u>immediately disqualified as nonresponsive</u>.

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

Signature	Title General Manager
Firm Name ShelterClean Services, Inc.	Date 6-9-15

## MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES – SOUTH COUNTY (2015-PA014) STATEMENT OF EQUIPMENT FORM FOR

PROPOSER'S NAME: ShelterClean Services, Inc.

ADDRESS: 11065 Penrose Street, Sun Valley, CA 91352

818.767.9162 TELEPHONE:

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. STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

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YEAR		2001	2004	2004	2006	2007	2007	2009	2013	2006	2004	1998	2015	2013	2014		
MODEL		F450	F150	Ranger	Ranger	F250	F450	F150	F150								
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TYPE OF EQUIPMENT		Pressure Wash Truck	Route Truck	Route Truck	Route Truck	Route Truck	Route Truck	Route Truck	Route Truck	Route Truck	Route Truck	Supervisor Truck	Pressure Wash Truck	Route Truck	Route Truck		

#### LOS ANGELES COUNTY CODE

#### Title 2 ADMINISTRATION

#### Chapter 2.201 Living Wage Program

#### 2.201.010 <u>Findings.</u>

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

#### 2.201.20 <u>Definitions.</u>

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. (Ord. 2007-0011 §2, 2007: Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.30 Prospective effect.

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

#### 2.201.040 Payment of living wage.

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

#### 2.201.050 Other provisions.

- A. <u>Full-Time Employees.</u> An employer shall assign and use full-time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. <u>Neutrality in Labor Relations.</u> An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. <u>Administration</u>. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. <u>Compliance Certification.</u> An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts

the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. <u>Contractor Standards.</u> An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

#### 2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the County Chief Executive Officer, or to the County Auditor/Controller, or to the County department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

#### 2.201.70 Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contact; and
  - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other County requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

#### 2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

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

#### 2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. <u>Collective Bargaining Agreements</u>. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. <u>Small Businesses</u>. This chapter shall not be applied to any employer which is a business entity organized for profit including, but not limited to, any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  - 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.

NOT APPLICABLE

Company Address:											
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City:		****		State		Z:p Code					
	echone Number I. Facsumie Numper										
lelephor	ie Number.		Facsimile Number:		Email Add	ress:					
Awarding	Department					Contract Term:					
Type of S	Service:										
Contract	Dollar Amou	7ť									
						Contract Number (if any)					
	·										
PROPO	that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION 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 attathe IRS Determination Letter).										
	My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or few full- and part-time employees; AND										
	Has less than \$1 million in annual gross revenues in the preceding fiscal year including the propose contract amount; OR										
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Is a technical or prepreceding fiscal year	ofessional service the including the propos	nat has less than sed contract amo	n \$2.5 r unt.	\$2.5 million in annual gross revenues in the unt.					
U	My bus more F	siness has received a Proposition A contracts	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 un 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										
			argaining Agreement ex		supersedes all of the pro						
		provisions of the	Living Wage Program	expressly provides that (I will comply with all pro Collective Bargaining Agre	t it supersedes the follovisions of the Living Wage eement):	owing specific Program not					
l decla correct	re unde t.	er penalty of perjud	ry under the laws of th	ne State of California th	at the information herein	is true and					
PRINT	NAME:			TITLE:							
SIGNA	TURE:				DATE:						
<u>L</u>											
uhhiica:	atsoeve	the contractor or e employees who we health Plan Comp Company Insurance Health Premium A Health Premium A	ted below is for inform ounty will not consider ding selection or award the employees' collection by the providing services any Name(s):	or evaluate the information of a contract to the Board	ive a bona fide health care contract.	tractor, in any					
		☐ Monthly	Quarterly	☐ Bi-Annual							
		☐ Annually	Other (Specify)	I:							
]	Neither	the contractor no	or the employees' colle	ective bargaining unit	ave a bona fide health care	e benefit plan					

## 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 under the contract but will pa not less than \$11.84 per hou	y into the plan less than \$2.20	ployees who will be providing services to the Coper hour per employee. I will pay an hourly wa	ounty ige o					
	I do have a bona fide health under the contract and will pa not less than \$9.64 per hour	ay into the plan at least \$2.20 p	ployees who will be providing services to the Coper hour per employee. I will pay an hourly wa	ounty ige o					
	Health Plan(s): Kaiser De	ductible HMO Plan HO							
	Company Insurance Group N	umber							
	Health Benefit(s) Payment Sc	hedule:							
	<b>√</b> Monthly	Quarterly	☐ Bi-Annual						
	_ Annually	Cother:	(Specify)						
PLE	ASE PRINT COMPANY NAME:	======================================	vices Inc						
			ornia that the above information is true and corre						
	olaro ariaor portarly or porjary aris	the laws of the state of Callin	orna that the above information is true and corre	ect:					
SIG	NATURE:	, DATE:							
_	Manda		6-9-15						
PLE	ASE PRINT NAME:	TITLE	OR POSITION:						
Ala	an Mudae	Gene	ral Manager						

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

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

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

L	IVING	WAGE	ORDI	NANCE:
---	-------	------	------	--------

1

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:

7

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 Labo
aw/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):

7	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.)

HISTOF	RY OF DEBARMENT (Check one):
$\checkmark$	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.
l declar correct	re under penalty of perjury under the laws of the State of California that the above is true, complete and

Owner's/Agent's Authorized Signature

ShelterClean Services, Inc.

Print Name of Firm

Alan Mudge, General Manager

Print Name and Title

OAAC 'RVIP 'ASPUBICONTRACTICONTRACTING FORMS'RFP/TOF-PROPA-10-2-06 DCC 07/25/01 DPW Rev. 11/12/02

## 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):

x below):		the application of the applicati		
An alleged claim, in within the past three	vestigation, or proceeding relating to years of the date of the proposal.	an alleged Labor Law/Payroll Violation for an incident occu		
A determination by a Violation.	public entity within three years of the	e date of the proposal that the Firm committed a Labor Law/Pa		
A debarment by a pul	blic entity listed below within the past	ten years.		
	rClean Services, Inc.	Print Name of Owner. Perry Fine & Lonnie Fine		
Print Address of Firm: 11065 Penrose Street  Owner's/AGENT's Authorized Signature:				
City, State, Zip Code Sun \	Print Name and Title: Alan Mudge, General Manager			
Public Entity Name	California Department of	Fair Employment & Housing		
Street Address: 2218 Kausan Driva Suita 100				
Public Entity Address:  City, State, Zip: Elk Grove, CA 95758				
Case Number/Date				
Claim Opened: Date Claim Opened: July 16, 2014				
Name and Address of Claimant: Description of Work: (	e.g., Janitorial)			
	Complainant alleges he was denied acc	commodation and terminated due to his disability/perceived disability.		
Description of Allegation and/or Violation:				
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Still und	der review by DFEH.		

	Additional Pages are attached for a total of	pages
P:\ASPU	BICONTRACTICONTRACTING FORMSIREPITOF-PROPA-10-2-06 DOCDOC PW Rev. 12	12 nno

#### GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION	RANGE OF DEDUCTION		
Proposer Name: ShelterClean Services, Inc.	(Deduction is taken from the maximum evaluation points available)		
Contracting Department: LA County Department of Public Works			
Department Contact Person: Ani Karapetyan			
Phone: (626) 458-4050			
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose	
MAJOR	8 - 10%	16 - 20%	
County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	Consider investigating a finding of proposer non-responsibility**	Consider investigating a finding of proposer non-responsibility**	
SIGNIFICANT	4 - 7%	8 - 14%	
County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*		Consider investigating a finding of proposer non-responsibility**	
MINOR	2 - 3%	4 - 6%	
County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*			
INSIGNIFICANT	0 - 1%	1 - 2%	
County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*			
NONE	0	N/A	
County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*  Assessment Criteria			

#### 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:

9
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.

<sup>\*\*</sup> 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: ShelterClean Services, Inc.		
Name of Proposer's Health Plan: Kaiser Foundation Healthplan	Date: June 11, 2015	
		_

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

	co	ontract.)	
ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	XX N XX N XX N XX N	\$ 443.65 mo \$ 853.21 mo. \$ 698.08 mo. \$ 1375.31 mo.	Employee pays 100% spouse only Employee pays 100% children only Employee pays 100% for family
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	** ** ** ** ** ** ** ** ** ** ** ** **	\$ 222.96 mo. \$ 222.96 mo. \$ 222.96 mo. \$ 222.96 mo.	
Any Annual Deductible? Per Person Per Family	XX N XX N	\$ 1,500 per year \$ 3.000 per year	
Any Annual Maximum Employee Out- of-Pocket Expense? Per Person Per Family	XX N X N	\$ 4,000 per year \$ 8,000 per year	
Any Lifetime Maximum? Per Person Per Family	Y XXX Y XXX	S S	
Ambulance coverage	¥ΧΝ	\$	\$150 per trip (deductible does not apply)
Doctor's Office Visits	₩X N	\$	S40 per visit (deductible does not apply)
Emergency Care	¥X N	\$	30% coinsurance after deductible
Home Health Care	¥XX N	\$	No charge up to 100 visits per year
Hospice Care	₹X N	s	No charge (deductible does not apply)
Hospital Care	*XX N	\$	30% coinsurance after deductible
Immunizations	Y <sub>X</sub> N	\$	No charge (deductible does not apply)
Maternity	X <sub>X</sub> N	\$	30% coinsurance after deductible
Mental Health	Y <sub>XX</sub> N	\$	\$40 per visit (deductible does not apply)
Mental Health In-Patient Coverage	Y <sub>X</sub> N	S	30% coinsurance after deductible

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

ShelterClean Services, Inc..

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	<b>X</b> X N	\$	\$40 per visit (deductible does not apply)
Physical Therapy	₩X N	\$	\$40 per visit (deductible does not apply)
Prescription Drugs	XX N	s	\$10/\$30
Routine Eye Examinations	Y <sub>XX</sub> N	s	No charge
Skilled Nursing Facility	Y <sub>XX</sub> N	\$	30% coinsurance after deductible
Surgery	Y <sub>XX</sub> N	\$	30% coinsurance after deductible
X-Ray and Laboratory	XX N	8	\$10 per encounter (deductible does not apply

Under this	health	plan,	à	full	time	emplo	you
------------	--------	-------	---	------	------	-------	-----

O.	Becomes eligible for health insurance coverage after 90 days of employment.
	is defined as an employee who is employed more than 30 hours per week.
OTHER	BENEFITS:
ANUME	BER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 4 DAYS.
B.NUM	BER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS $\frac{4}{}$ DAYS.
C.NUME	BER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS $\frac{7}{2}$ DAYS.
D.NUME	BER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS $7^*$ DAYS
FNILLE	REP OF DAIN UNI INAVO DED VEAD (C. 8. NAVO

<sup>\*</sup>Employees hired before 1/1/2012 are all eligible for 10 days of vacation per year.



Our benefits open enrollment period is underway and will end on June 19, 2015. This document will give you important information about our health benefit plans and the associated costs.

2015

We'come to This is the one opportunity for employees to review and select health benefits coverage Open Enrollment for the coming year unless you experience a qualifying life event (marriage, divorce, birth, adoption, etc.).

> Kaiser Permanente will remain as our medical insurance provider. We are happy to announce that there will be no changes to our current plan design. Please see page 2 for an over-view and employee contribution rates.

### **Enrollment Instructions**

For employees who are currently enrolled and wish to continue with no changes, no action is necessary. Current elections will be rolled over for 2015. If you have not participated previously and wish to enroll or are making changes to your plans, please advise Human Resources and complete an Enrollment Form no later than June 19, 2015. Please see page 2 for plan information and employee contributions.

# Need Help? Contact the Benefits Help Desk!

Do You Have Questions About Your Benefits, or Open Enrollment? Call The Benefits Help Desk!

The Benefits Help Desk is available to answer your benefits questions and to assist you should you experience any claims issues. You can call the Benefits Help Desk via their toll-free telephone number at 877-373-6535.

The staff is available from 8am - 8pm EST, Monday through Friday. After hours, you can leave a voice mail message - your call will be returned within 24 hours (or on Monday, if received on the weekend). Please use this great resource throughout the year for your benefit and claim questions.



### 2015 Kær Medical Plan Overview

ાર્કે કુપ્તાલુક કરતા કરતા કરતા કરતા કરતા કરતા કરતા કરત	1 প্রতিষ্ঠান বিশ্বস্থান বিশ্বস্থ
	In-Network Only
Deductible (Ded.): Individual / Family	\$1,500 / \$3,000
Coinsurance (Coins):	70%
Total Out-of-Pocket: Individual / Family	\$4,000 / \$8,000
Annual Benefit Maximum	Unlimited
PCP Office Visit Copay	\$40 Copay
Specialist Office Visit	\$40 Copay
Inpatient Hospital Copay	Ded. + 30% Coins.
Emergency Room (waived if admitted)	Ded. + 30% Coins.
Outpatient Surgical Copay	Ded. + 30% Coins.
Prescription Generic / Brand Prescription Drugs Retail (30 day supply) Mail order (up to 100 day supply)	\$10 / \$30 \$20 / \$60

## Emoloyee Contributions

MEDICAL PLAN BEWEEKLY	
Employee	\$111.96
Employee + Spouse	\$357.68
Employee + Child(ren)	\$275.77
Family	\$541.96



# Make your decisions before the deadline of June 19th!

Any inconsistency between terms of this document and any plan document or insurance contract will be governed by the plan document or insurance contract. Although Triangle Services expects to continue these benefit plans indefinitely, the company necessarily reserves the right to amend, modify or discontinue the plans at any time.

# STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

MAINTENANCE PROGRAM FOR NONADVERTISING BUS STOP AMENITIES-SOUTH COUNTY SERVICES (2015-PA014)

PROPOSER: ShelterClean Services, Inc.

* 3 ITIT/NOITISOE			0.00	UNITED BED DAY	2			901100	ANIMIAA	2.01.01		
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	I I	WED	1	FRI	SAT	PER WEEK	HOURS	WAGE RATE	ANNUAL	<u>.</u>
Employee #1		8	80		8	8		40	2080	\$ 12.42	9	25.833.60
Employee #2		8	8	8	8	80		40	2080	\$ 12.42	€9	25,833.60
Employee #3		8	8	8	æ	8		40	2080	\$ 12.42	ь	25,833.60
Employee #4		8	8	8	8	8		40	2080	\$ 12.42	G	25,833.60
Employee #5		8	8	8	8	8		40	2080	\$ 12.42	€9	25,833.60
Employee #6		8	8	8	8	8		40	2080	\$ 12.42	es	25,833.60
Employee #7		8	8	æ	ω	8		40	2080	\$ 12.42	s	25,833.60
Employee #8		8	8	80	8	8		40	2080	\$ 12.42	ક	25,833.60
Employee #9		8	8	8	8	8		40	2080	\$ 12.42	69	25,833.60
Employee #10 Supervisor		6.5	6.5	6.5	6.5	6.5		32.5	1690	\$ 15.50	€	26,195.00
											ச	
Comments/Notes:									Ţ	Total Annual Salaries	8	258,697.40
				)	1) Vacati	ions, Si	ck Leav	(1) Vacations, Sick Leave, Holiday			49	22,401.28
				)	(2) Health Insurance **	ı Insura	nce **				€	25,320.00
				)	3) Payro	II Taxes	& Work	(3) Payroll Taxes & Workers' Compensation	ion		€	85,705.10
				)	(4) Welfare and Pension	re and	Pension				\$	
								Total Anr	ual Employee	Total Annual Employee Benefits (1+2+3+4)	\$	133,426.38
				Ŭ	(5) Equipment Costs	ment C	osts				\$	158,210.45
				Š	(6) Service and Supply Costs	e and	Supply C	costs			\$	162,908.34
				Ĭ	7) Gener	al and	Adminis	(7) General and Administrative Costs			\$	75,611.00
	*				(8) Profit						æ	111,189.53
								To	tal Annual Oth	Total Annual Other Costs (5+6+7+8)	\$	507,919.32
									TOT,	TOTAL ANNUAL PRICE	\$	900,043.10

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

ShelterClean Services, Inc.

Name of Proposer

Signature

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be The above information was complied from records that are available to me at this time, and reclare under penalty of perjury that the information is true and accurate within the requirements of the shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form-LWB, the correctly calculated price indicated in Form PW-2, Schedule of prices, shall prevail. \*\* Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

# Record Keeping

# 1. TRACKING HOURS WORKED

1. 1. How does the Proposer track employee hours actually worked?

SCSI- Employee's hours are tracked with an electronic biometric hand reader type time clock near the entry door of each facility. This time clock works in conjunction with an automated payroll software system.

1.2. Where do firm's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?

SCSI-ShelterCLEAN Services, Inc. employees report to work at one of two company offices that they are permanently assigned to, either Sun Valley or Signal Hill. 1.3. If the latter is firm's practice/process, when does the firm consider the employees' shift to have started? At a central site or upon arrival at the work location?

SCSI-ShelterCLEAN Services, Inc. employees shift starts at the office to which they are assigned.

# 2. REPORTING TIME

How does firm 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.

SCSI-Each location is equipped with an electronic biometric hand reader type time clock near the entry door.

Each employee is responsible for time punch on arrival and shift end departure.

# FORM LW-9

Supervisors are available to make corrections if an employee forgets to punch in and/or out. There is a company generated dated sheet at the hand reader time clock to record all exceptions to the time record(s). Supervisors also hand out the day's assignment and any necessary

\* Time System Exception Sheet attached\*

# 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?

SCSI-ShelterCLEAN Services, Inc. utilizes an electronic biometric hand reader style time clock to document employee shift start and shift

3.2. What records are maintained by the firm of actual time worked?

SCSI-Each employee is assigned a unique identification number that they enter into the hand reader prior to hand placement on the unit The information is electronically collected and posted to time sheets that are part of the computer to record time in and time out.

3.3. Are the records maintained daily or at another interval (indicate the interval)?

SCSI-Time is electronically posted each day and timesheets generate one week at a time based on company's pay week.

3.4. Who creates these records (e.g., employee, supervisor, or office staff?

SCSI-The employees create the original timesheet documents by time in and time out recording.

3.5. Who checks the records and what are they checking for?

SCSI-The timesheets are edited by payroll department for accuracy. The payroll department must manually record exceptions such as vacation hours, sick time hours, and holiday hours and/or time in and/or out if the employee forgot to record their shift start and/or shift

3.6. What happens to these records?

SCSI-The computer software maintains the records for two years and then the data is downloaded to an external back up device held by

3.7. Are they used as a source document to create firm's payroll?

SCSI-When the timesheets are complete and each employee's time is accounted for, the timesheet record is electronically transferred to the corporate payroll department for check generation and direct deposits.

# 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS

SCSI-A copy of a time record and check with stub is attached.

# 4. OTHER RECORDS USED TO CREATE PAYROLL

4.1. If the records of actual time worked are not used to create payroll, what is the source document that is used?

SCSI-N/A-This is not applicable due to the fact that our records are the source documents for payroll.

4.2. Who prepares and who checks the source document?

SCSI-N/A-This is not applicable due to the fact that our records are the source documents for payroll.

4.3. Does the employee sign it?

SCSI-N/A-This is not applicable due to the fact that our records are the source documents for payroll.

4.4. Who approves the source document, and what do they compare it with prior to approving the source document?

SCSI-N/A-This is not applicable due to the fact that our records are the source documents for payroll.

# 5. BREAKS

5.1. How does the firm know that employees take mandated breaks and meal breaks (periods)?

SCSI- ShelterCLEAN Services, Inc. Company Policy and Employee Handbook both remark on the importance of breaks and the meal break during the course of a shift. Because most all our employees drive for their job, ShelterCLEAN Services, Inc. operates on the honor system by which we expect each employee to abide by the rules of our Company policies.

5.2. Does the firm maintain any written supporting documentation to validate that the breaks actually occurred?

SCSI- A shift schedule is distributed by the Manager that indicates the approximate time for breaks and meal break for each shift. Each employee is requested to notify the office via the vehicle's two-way radio system that they are taking their meal break. Employee's route assignment sheet has a section for daily time recording, including break times, which the employee is to fill out during the course of their shift. The employee prepares the shift schedule/route sheet document daily.

5.3. If so, who prepares, reviews, and approves such documentation?

SCSI- The operations department checks the document primarily to ascertain maintenance issues that need to be addressed. The short break times and lunch break times are not specifically audited.

# 6. HOW PAYROLL IS PREPARED

6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid

SCSI-ShelterCLEAN Services, Inc. utilizes the Corporate payroll department to generate payroll checks and conduct direct deposit functions based on the employee's request of pay type. Electronic download of biometric time recorded by employees based on their unique identification number to a weekly timesheet that posts by calendar date.

Daily hours worked are posted and listed by straight time, overtime, vacation, sick/personal and audited by internal payroll department for each employee. The only exception is to salaried managers that do not record their time on the electronic system.

# FORM LW-9

After verification of data, the file is electronically transferred to payroll service. The payroll department verifies data received and creates a file that shows the proposed payroll by each employee. After re-verification of data by internal payroll department, an acceptance code is A summary sheet is generated to re-verify all hours have posted properly prior to electronic transfer of hours data to the payroll service. transmitted to the payroll service to authorize the payroll generation.

6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?

SCSI-Payroll checks and Direct Deposit vouchers are generated by the payroll department and distributed at the location to which the employee is permanently assigned. Each payroll check has a stub. If the employee has requested direct deposit, the voucher is distributed with a check stub that has identical information to an actual net check issued, i.e. pay rate(s) hours, etc.

6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?

The automated overtime categories SCSI-Payroll checks include all earnings for the period combining straight time and overtime. calculate overtime at 1.5 times base hour rate and double time is calculated at 2 times base hour rate.

6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?

SCSI-A check shows employee name and address and net amount on a preprinted check. The stub shows current and year to date carnings and all deductions by titled category.

# 6.5. ATTACH A COPY OF A PAYCHECK AND PAYCHECK STUB THAT SHOWS DEDUCTION CATEGORIES

SCSI-A copy of a payroll direct deposit voucher with payroll check stubs are attached to illustrate the earnings and deduction information provided to each employee.

# 7. MANUAL PAYROLL SYSTEM

7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.

7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid? SCSI-ShelterCLEAN Services, Inc. does not manually generate payroll.

# 8. AUTOMATED PAYROLL SYSTEM

8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. SCSI-ShelterCLEAN Services, Inc. Corporate payroll department uses computerized payroll software that compliments the electronic time keeping system each employee uses to record their work hours.

The steps taken to create a payroll are as follows:

- Electronic download of biometric time recorded by employees based on their unique identification number to a weekly timesheet that posts by calendar date.
- Daily hours worked are posted and listed by straight time, overtime, vacation, sick/personal and audited by internal payroll department for each employee. The only exception is to salaried managers that do not record their time on the electronic system. 0
- A summary sheet is generated to re-verify all hours have posted properly prior to electronic transfer of hours data to the payroll service. After verification of data, the file is electronically transferred to payroll service. The payroll department software verifies data received and creates a file that shows the proposed payroll by each employee. After re-verification of data by internal payroll department, an acceptance code is transmitted to the payroll service to authorize the payroll generation. 0

8.2. If the employee has multiple wage rates (i.e.. County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?

Is the calculation embedded in the software program or does someone have to override the system to perform the calculation?

# FORM LW-9

SCSI-ShelterCLEAN Services, Inc. does not impose multiple wage rates. ShelterCLEAN Services, Inc. does not distinguish non-county contract work versus county contract work for purposes of determining hourly wage rate. Employees paid the L.A. County living wage earn that same hourly wage rate for all work performed.

# 9. TRAVEL TIME

9.1. How is travel time during an employee's shift paid?

SCSI-N/A-ShelterCLEAN Services, Inc. does not separate travel time during an employee's shift.

ShelterCLEAN Services, Inc. employees are considered 'on the clock' daily from the shift start time at their assigned company office until they time stamp at the end of shift.

9.2. At what rate is such travel time paid if the employee has multiple wage rates?

SCSI-ShelterCLEAN Services, Inc. does not impose multiple wage rates

9.3. Discuss how the firm calculates the day's wages for each situation described in the following two examples:

1) 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, and

SCSI-N/A. -ShelterCLEAN Services, Inc. does not separate travel time during an employee's shift.

ShelterCLEAN Services, Inc. employees are considered 'on the clock' daily from the shift start time at their assigned company office until they time stamp at the end of shift. 2) 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.

SCSI-N/A.-ShelterCLEAN Services, Inc. does not separate travel time during an employee's shift.

# **FORM LW-9**

ShelterCLEAN Services, Inc. employees are considered 'on the clock' daily from the shift start time at their assigned company office until they time stamp at the end of shift.

# 10. OVERTIME

10.1. How does the firm calculate overtime wages?

times the base hour rate on hours worked in excess of eight (8) in a day and at two (2) times the base rate on hours worked in excess of SCSI-ShelterCLEAN Services, Inc. adheres to the State of California labor law requiring overtime be calculated at one and a half (1.5) twelve (12) in a day.

10.2. What if the employee has multiple wage rates?

SCSI-ShelterCLEAN Services, Inc. does not have multiple wage rates.

DATED: 6-10-2015 PROPOSER'S SI

PROPOSER'S SIGNATURE:

Ordered by: Code

SHELTER EXPRESS CORP

Tuesday 06/02/2015

12:11p Page: 1

Date range: 05/17/2015 - 05/30/2015

TIME CARD REPORT

Code Name

DATE DAY	CTGY.	START	STOP	HOURS	REG	OT1	OT2	ОТЗ	UNPAID	TOTAL	DOLLARS
05/18/2015 MON	WORK	6:01a IR	5:40p OL	11.75	8.00	3.25			0.50	11.75	
05/19/2015 TUE	WORK	5:56a IG	2:31p OR	8.50	8.00				0.50	8.50	
05/20/2015 WED	WORK	5:56a IG	5:00p OL	11.00	8.00	2.50			0.50	11.00	
05/21/2015 THU	WORK	6:00a IG	2:30p OG	8.50	8.00				0.50	8.50	
05/22/2015 FRI	WORK	6:00a IG	5:30p OL	11.50	8.00	3.00			0.50	11.50	
05/25/2015 MON	HOL	12:11a		8.00	8.00					8.00	
05/26/2015 TUE	WORK	6:14a ID	2:31p OR	8.25	7.75				0.50	8.25	
05/27/2015 WED	WORK	5:56a IG	6:20p OL	12.25	8.00	3.75			0.50	12.25	
05/28/2015 THU	WORK	5:56a IG	2:32p OR	8.50	8.00				0.50	8.50	
05/29/2015 FRI	WORK	5:58a IG	5:50p OL	11.75	8.00	3.25			0.50	11.75	
		EMPLOY	EE TOTALS		79.75	15.75	0.00	0.00	4,50	100.00	0.00

EMPLOYEE

SUPERVISOR

Triangle Services, Inc.	Payroll Register	

21 06/01/2015	05/30/2015		YTD Amount	12,610.06	129.16	718.53	168.04		115.89	1,020.80			
Page Date	Period . Payroll ID .		Curr. Amt	1,269.45	23,05	72.95	17.06		11.76	92.80	217.62	ಣ	13
		Deductions	Deduction	Gross Wages	FED Income Tax	FED FICA w/h	FED Medicare w/h	CA State Income Tax	CA SDI-Employee	1051 Health Ins	Total Ded's	1,051.83	** 1,051.83
			YTD Amount Type	9,805.58	1,809.80	12.28	196.48	491.20	294.72	1051	12,610,06 *** 11,589.26	Document Anut	** Net Pay **
			Curr. Amt	881.09	290.12				98.24		1,269.45 1,176.65		
Triangle Services, Inc. Payroll Register		* * * * * * * * * * * * * * * * * * * *	Rate	12.280	18.420				12.280		Gross: Taxbl::	Ħ	
Triang  Pay		Barnings	Hours Pieces	71.75	15.75				8.00		95.50	- 1 Auto Deposit	
	. Inc.	Ea Ea	Earnings	1 Regular Pay	101 Overtime 1.5	102 Overtime 2.0	300 Sick Pay	310 Vacation Lv	400 Holiday St		Total:		Ck Chtrl #.
	Shelter Clean Services, Inc. County of LA DPW	*	'I\'pe		10	10	36	31	40		* *		Route
	00015 1500900		Глирюуее										
R073012	Company - BU -			DX-XXX									



# DIRECT DEPOSIT NOTICE

Routing Code:

ShelterClean Services Inc 11065 Penrose Street Sun Valley CA 91352

Emp#

Chk No:

Chk Date.

6/3/15

Period: 5/17/15 - 5/30/15

Description	Current	YTD Amt	Earnings	Hours	Rate	Gross	YTD
FED Income Tax FED FICA w/h FED Medicare w/h CA State Income Tax CA SDI-Employee Health Ins	1,269.45 23.05 72.95 17.06 11.76 92.80	12,610.06 129.16 718.53 168.04 115.89 1,020.80	Regular Pay Overtime 1.5 Overtime 2.0 Sick Pay Vacation Lv Holiday St	71.75 15.75 8.00	12.280 18.420	881.09 290.12 98.24	9,805.58 1,809.80 12.28 196.48 491.20 294.72
			* Gross * Taxable * Deductions * Net	95.50			\$1,269.45 \$1,176.65 217.62 \$1,051.83

Deposit Distr Account	[1982] [2] [14] [15] [15] [15] [15] [15] [15] [15] [15
XXXXXX	\$1,051.83
<u> </u>	

# DEDICATED SERVICE PROFESSIONALS DELIVERING AS PROMISED $^{\circledR}$

If you have a question about your pay, please contact your manager and report the issue so that we can research your issue and respond promptly. Thank you.



SECTION H
Bid Guaranty

Bid Bond



# AIA° Document A310™ – 2010

### Bid Bond

### CONTRACTOR:

(Name, legal status and address) SHELTERCLEAN SERVICES INC. 11065 Penrose St. Sun Valley, CA 91352

### SURETY:

(Name, legal status and principal place of business)

WESTCHESTER FIRE INSURANCE COMPANY 436 Walnut Street, WA10H Philadelphia, PA 19106

### OWNER:

(Name, legal status and address) COUNTY OF LOS ANGELES

900 South Fremont Avenue, Mezzanine Level, Alhambra, CA 91803-1331

BOND AMOUNT: Ten percent of amount bid. (10% of Amount Bid)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

### PROJECT:

(Name, location or address, and Project number, if any) Nonadvertising Bus Stop Amenities-South County Bus Stop Maintenance (2015-

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th	day of June, 20	015	
Mitigary Min ( ) 3		SHELTERCLEAN SERVICES INC.	
(Witness)		(Principal)	(Seal)
Lamentra Cherici		WESTCHESTER FIRE INSURANCE COMPANY	f
1117:4	mantha Chierici	- Handy MWy	Al (Seal)
		(Title) Sandra M. Wins	sted, Attorney in Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

	a document.
State of Illinois	
County of Cook	
satisfactory evidence to be instrument and acknowled authorized capacity (ies), ar	before me, <u>Debra J. Dovle</u> . <u>Notary Public</u> , <u>dra M. Winsted</u> who proved to me on the basis of the person(s) whose name(s) is/are subscribed to the within ged to me that he/she/they executed the same in his/her/their ad that by his/her/their signature(s) on the instrument the person(s), or hich the person(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
	Signature Debra J. Doyle Signature of Notary Public
	OFFICIAL SEAL DEBRA J. DOYLE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES

FEBRUARY 21, 2018

# Power of Attorney

# Westchester Fire Insurance Company

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Debra J Doyle, Diane M O'Leary, Jennifer L Jakaitis, Jessica B Yates, Judith A Lucky-Eftimov, Richard A Moore, Jr., Robert E Duncan, Sandra M Winsted, Sandra M Nowak, Susan A Welsh, Christina L Sandoval, David J. Roth, Melissa L Fortier all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars & Zero Cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17th day of October, 2014.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA SS.

On this 17th day of October, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

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COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

KAREN E BRANDT, Notary Public
City of Philadelphia, Phila County
Not Commission Expires Sen. 25, 2018

Knew E Brandt

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this  $\mathcal{E}^{\mathcal{O}}$ 

8th day of June

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William L. Kelly, Assistant Secretary



# SECTION I Additional Information

There is no additional information we wish to present.

### **Bid Information**

Bid Number: PW-ASD945

Bid Title: Maintenance Program for Nonadvertising Bus Stop Amenities - South County (2015-PA014)

Bid Type: Service Department: Public Works

Commodity: SHELTERS, BUS WAITING

Open Date: 5/13/2015

Closing Date: 6/11/2015 5:30 PM

Notice of Intent to Award: View Detail

Bid Amount: \$ 750,000 Bid Download: Not Available

Bid Description: PLEASE TAKE NOTICE that Public Works requests proposals for the contract Maintenance Program for

Nonadvertising Bus Stop Amenities - South County

(2015-PA014). This contract has been designed to have a potential maximum contract term of five years consisting of an initial one-year term and four potential additional one year optional renewals. The total annual contract amount of this service is estimated to be \$750,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Ms. Ani Karapetyan at (626) 458 4050, akarapetyan@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

- 1. The Proposer or its managing employee must have a minimum of five years of experience performing the routine and emergency cleaning, repair, and maintenance of nonadvertising bus stop amenities.
- 2. Proposer and/or subcontractor(s), if any, must have one of the following:
- A valid and active California-issued General Engineering Contractor's license Class A.
- A valid and active California-issued General Building Contractor's license Class B.
- · A valid and active State of California-issued Limited Specialty Classification C-61 (D34) Prefabricated Equipment Contractor's license.
- 3. Proposer must possess the required valid Waste Collector Permit issued by the County Department of Public Health naming the Proposer as the permittee or a copy of the application for a Waste Collector Permit naming the Proposer as the permittee at the time of proposal submission. Subcontracting is not allowed to meet this requirement.
- 4. Proposer and/or its subcontractor(s), if any, must submit proof of a valid and active California-issued Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

A Proposers' Conference will be held on Thursday, May 28, 2015, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Thursday, June 11, 2015, at 5:30 p.m. Please direct your questions to Ms. Karapetyan at the number provided below.

Contact Name: Ani Karapetyan

Contact Phone#: (626) 458-4050

Contact Email: akarapetyan@dpw.lacounty.gov

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