



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

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

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

**GAIL FARBER, Director**

August 30, 2011

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

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 August 30, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACTS FOR STREET SWEEPING SERVICES FOR THE  
UNINCORPORATED AREAS OF WEST WHITTIER AND  
VALINDA/HACIENDA HEIGHTS  
(SUPERVISORIAL DISTRICTS 1 AND 4)  
(3 VOTES)**

**SUBJECT**

This action is to award two contracts for street sweeping services in the unincorporated areas of West Whittier and Valinda/Hacienda Heights.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Award a contract for street sweeping services in West Whittier to CleanStreet, Inc., in an annual sum of \$167,266 (which includes \$15,206 for disposal and fuel adjustments in accordance with the contract) and a potential maximum contract sum of \$919,963, and instruct the Mayor to execute the contract. This contract will be for a period of one year commencing on October 1, 2011, with four 1 year renewal options and a month to month extension for up to six months for a maximum potential term of 66 months.
4. Award a contract for street sweeping services in Valinda/Hacienda Heights to R.F. Dickson Co.,

Inc., in an annual sum of \$469,456 (which includes \$42,677 for disposal and fuel adjustments in accordance with the contract) and a potential maximum contract sum of \$2,582,008, and instruct the Mayor to execute this contract. This contract will be for a period of one year commencing on October 1, 2011, with four 1-year renewal options and a month to month extension for up to six months for a maximum potential term of 66 months.

5. Authorize the Director of Public Works or her designee to annually increase each of the contract amounts up to an additional 10 percent of the annual contract sums for unforeseen, additional work within the scope of the contracts, if required.

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

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide street sweeping services to County of Los Angeles (County) maintained streets, highways, and alleys in the unincorporated County areas of West Whittier and Valinda/Hacienda Heights. Cleanstreet, Inc., will service 5,342 curb miles and 44 paved alley miles annually in West Whittier; and R.F. Dickson Co., Inc., will service 18,732 curb miles and 44 paved alley miles annually in Valinda/Hacienda Heights. The Department of Public Works (Public Works) has contracted for these services since 1994.

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

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractors who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

These contracts are for the annual amounts of \$167,266 (which includes \$15,206 for disposal and fuel adjustments in accordance with the contract) for West Whittier and \$469,456 (which includes \$42,677 for disposal and fuel adjustments in accordance with the contract) for Valinda/Hacienda Heights. These amounts are based on Public Works' estimated annual requirements for these services at the unit prices quoted by the contractors.

Public Works successfully negotiated with CleanStreet, Inc., to reduce the curb miles unit rate for West Whittier from \$25.30 to \$25, an estimated annual savings of \$1,602.60, without adding extension years or reducing service.

Funding for these services is included in the Fiscal Year 2011-12 Road Fund Budget. Funds to finance the contracts' option years, including 10 percent additional funding for contingencies will be requested through the annual budget process.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractors are CleanStreet, Inc., located in Gardena, California, and R.F. Dickson Co., Inc., located in Downey, California. R.F. Dickson Co., Inc., is certified by the County as a Local Small Business Enterprise. The contracts will commence on October 1, 2011, for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew these contracts for four 1-year renewal options and a month to month extension for up to six months for a maximum potential term of 66 months.

The contracts have been executed by the contractors and approved as to form by County Counsel (Enclosure A). The recommended contracts were solicited on an open competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the requirements of the Chief Executive Officer and your Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contracts contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board directed clauses that provide for contract termination or renegotiation.

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

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

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on February 9, 2011, to the appropriate unions for review. The unions have not asked to meet with Public Works regarding this solicitation.

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

The contractors have agreed to pay their full-time employees the current Living Wage Rate approved

by your Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to these proposed contracts, as County employees can perform these contracted services. The contracts comply with all of the requirements of the Los Angeles County Code, Section 2.201. The contractors will pay their full time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by your Board and will comply with the County's Living Wage reporting requirements.

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

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

### **ENVIRONMENTAL DOCUMENTATION**

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

### **CONTRACTING PROCESS**

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

On March 10, 2011, four proposals were received for West Whittier and Valinda/Hacienda Heights. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan/quality assurance program, financial resources, references, equipment, and demonstrated control over labor/payroll record keeping using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest-rated and apparent responsible contractors with the lowest cost responsive proposals to CleanStreet, Inc., for West Whittier and R.F. Dickson Co., Inc., for Valinda/Hacienda Heights.

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

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

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



**CONCLUSION**

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

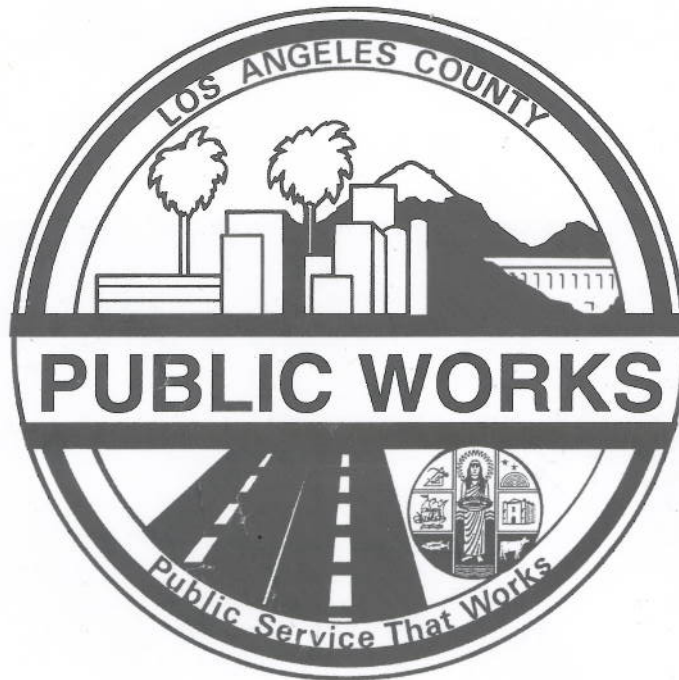
Director

GF:GZ:cg

Enclosures

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

# Agreement



77643

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

CLEANSTREET, INC.

FOR

STREET SWEEPING SERVICES IN WEST WHITTIER

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- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Project Location/Vicinity Maps**
- EXHIBIT G Sample Fuel Adjustment Calculation**

AGREEMENT FOR

STREET SWEEPING SERVICES IN WEST WHITTIER

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of August, 2011, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and CLEANSTREET, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

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

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

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.2, an amount not to exceed \$167,266 (which includes \$15,206 for disposal and fuel adjustments in accordance with the contract) per year or such greater amount as the Board may approve (Maximum Contract Sum).

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

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FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.2, Schedule of Prices.

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

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

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

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

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

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

ELEVENTH: The CONTRACTOR may request an annual adjustment on 5 percent of the 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 (DOE). The following DOE websites will be utilized for fuel adjustments:

- for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County

- approved websites.
- for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/ Institutional" at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County approved websites.
  - for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County approved websites as appropriate to the vehicle(s) used. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the Proposal submission date and the fuel price most recently published for the month of requesting date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation.

A sample calculation is included in Exhibit G. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

**TWELFTH:** The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Form PW-2.2 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated based on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only 5 percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR shall substantiate the change in cost for refuse disposal to the satisfaction of the Director. The CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish the most current disposal fees. The CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

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





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

COUNTY OF LOS ANGELES

By Mike Antonovich  
Mayor, County of Los Angeles

ATTEST:

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



I hereby certify that pursuant to  
Section 26103 of the Government Code,  
delivery of this document has been made.

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

By Antela  
Deputy

By Antela  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By Michelle D. Stone 4Cs  
Deputy

77643

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 AUG 30 2011

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

CLEANSTREET, INC.

By Jim Costello  
Its President

Jere Costello  
Type or Print Name

By Rick Anderson  
Its Secretary

Rick Anderson  
Type or Print Name

# ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } SS.

On July 14, 2011, before me, Juanita Joleen Moran, Notary Public,

personally appeared Jose Costello and Rick Anderson who proved to me on the

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

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

WITNESS my hand and official seal.



Juanita Joleen Moran  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

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

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

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

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

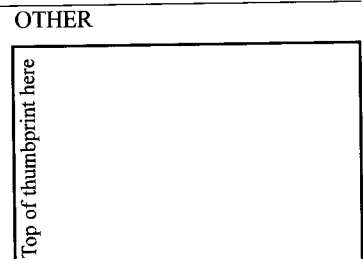
\_\_\_\_\_  
DATE OF DOCUMENT

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

\_\_\_\_\_

\_\_\_\_\_

RIGHT  
THUMBPRINT  
OF  
SIGNER



SCOPE OF WORK  
STREET SWEEPING SERVICES

A. Public Works Contract Manager

Public Works Contract Manager will be:

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

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

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

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

B. Work Location

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

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

C. Work Description

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

operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass, both brooms down, at a maximum speed of not more than six miles per hour (eight miles per hour in South and West Whittier) on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

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

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

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

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

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

D. Work Schedule

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

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

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

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted days and hours. After the contract has been awarded, a list of posted streets shall be provided to the Contractor.
2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup (but no more than two days after trash pickup). Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website: <http://ladpw.org/epd/cleanla/default.html>.
3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.
4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.
5. Major highways shall not be swept during peak traffic hours.
6. Residential areas, except for streets adjacent to schools, shall not be swept prior to 7 a.m. or after 3:30 p.m.
7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

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

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

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

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

F. Inclement Weather

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

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

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

H. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure the free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed (i.e. area was not swept, debris remaining on the gutter, etc.) the Contract Manager may direct Contractor to resweep the subject areas during the same business day. If the area(s) cannot be reswept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph S, Inspection and Acceptance of the Work.

I. Contractor's Sweepers Mandatory Requirements

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

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

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

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

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

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

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

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

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



L. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of Contractor. Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System. When storage of refuse and debris is necessary prior to disposal, Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

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

M. Utilities/Water

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

N. Storage Facilities

The County will not provide storage facilities for the Contractor.

O. Right of Way

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

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

P. Authority of Board and Contract Manager

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

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

Q. Best Management Practices

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

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

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

<u>NO.</u>	<u>MATERIAL MANAGEMENT</u>
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control
<u>NO.</u>	<u>WASTE MANAGEMENT</u>
CD13 (2)	Solid Waste Management
CD14 (2)	Hazardous Waste Management
CD15 (2)	Contaminated Soil Management

CD16 (2) Concrete Waste Management

NO. VEHICLE AND EQUIPMENT MANAGEMENT

CD18(2) Vehicle and Equipment Cleaning

CD19(2) Vehicle and Equipment Fueling

CD20(2) Vehicle and Equipment Maintenance

NO. TRAINING

CD40 Employee/Subcontractor Training

NO. PHYSICAL STABILIZATION

CD26A(2) Soil Stabilizer/Dust Control

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

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

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

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

R. Prosecution of Work

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

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

S. Inspection and Acceptance of the Work

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

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

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

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

1. No debris shall be in or on the street or gutter within 8 feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.
2. A trail of debris shall not be left along the street or gutter.
3. An inordinate amount of debris, which would indicate that the location had not been swept properly.

T. Suspension of Work

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

U. Noncompliance with Plans and Specifications

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

V. Contractor's Equipment Compliance with Laws and Regulations

1. Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.
2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect Contractor's vehicles employed in the Contract work at any time without notice.

3. In the event of mechanical breakdown of an alternate-fuel street sweeper; and only if no other alternate-fuel street sweeper is available, Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.
4. Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph H, Standard of Performance.
5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with Contractor's name and vehicle number. Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.
6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

W. Global Positioning System

1. Primary and backup sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.
2. The GPS shall be Internet based (direct internet connection) or require additional software to access the GPS provider's data. If Internet based, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.

3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.
4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.
5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.
6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.
7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every one minute when brooms are down.
8. The minimum locate schedule shall be every 15 minutes when brooms are up.
9. The GPS shall generate an e-mail alert when the following events occur:
  - a. Sweeper exceeds six miles per hour (eight miles per hour in South and West Whittier) and brooms are down.
  - b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.
10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.
11. Authorized Public Works employees can generate and print reports at any time.
12. All reports shall have the capability to be downloaded in other formats such as Microsoft Excel or Word.
13. Data shall be available for immediate downloading for a minimum of three months. After three months, data shall be backed up and be made available at Public Work's request.

X. Reports

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

1. Curb Miles and Paved Alley Miles swept each day.
2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.
3. When missed areas were swept.
4. Number of complaints received each day.
5. Reasons scheduled sweeping was not performed or completed as scheduled.
6. Waste tonnage summary and copies of waste disposal receipts.

Y. Measurement

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

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

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

Z. Contractor's Representative

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



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

AA. Quality Control

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

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

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

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

BB. Plans and Specifications

Included as part of this Contract are Exhibits F.1 through F.5 Project Location/Vicinity Maps showing the locations of streets and alleys included in this service area.

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

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

CC. Additional Sweeping

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

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

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

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

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

DD. Changes Resulting from Schedule Disruption

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

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph H, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile and

will not be considered additional sweeping as defined in this Exhibit's paragraph CC, Additional Sweeping.

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

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

EE. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Project Location/Vicinity Maps (Exhibits F.1 through F.5). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

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

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

FF. City Incorporation

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

may, at the request of Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

GG. Changed Conditions

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

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

HH. Communications and Public Relations

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

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

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

II. Special Safety Requirements

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

JJ. Project Site Safety

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

KK. Project Safety Official

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

LL. Automated Parking Enforcement System (Photo Enforcement System)

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

MM. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated

damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
  - d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

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

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

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

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



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

C. Headings

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

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

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

#### B. Assignment and Delegation

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

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion,

ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

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

M. Contractor's Charitable Activities Compliance

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

termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

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



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

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

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

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

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

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

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is

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

GG. Recycled-Content Paper Products

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

HH. Security and Background Investigations

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

II. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor;
  - b. A draft copy of the proposed subcontract; and
  - c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or



understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

## SECTION 3

### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice; and
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

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

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

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

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

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

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

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;  
or
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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



Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

#### C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph E of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

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

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

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

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies

the Required Insurance provisions herein.

4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to

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

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

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

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

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation



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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

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

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

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

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

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

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

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

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

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living



wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

## SECTION 10

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2010)

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

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

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

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

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

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

#### Can My Employees Get Advance EIC Payments?

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

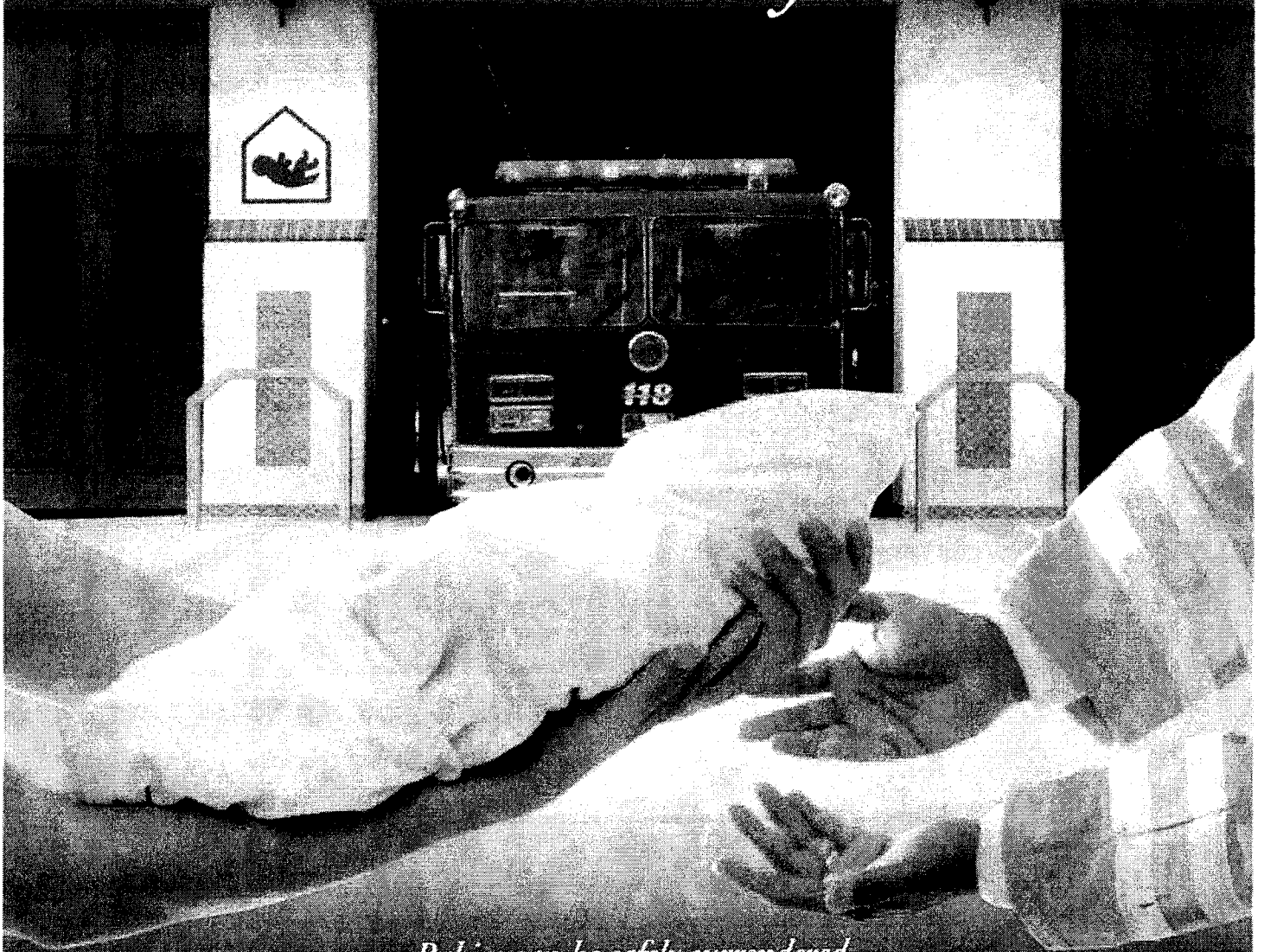
Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

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Notice **1015** (Rev. 12-2010)  
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.babysafeia.org](http://www.babysafeia.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

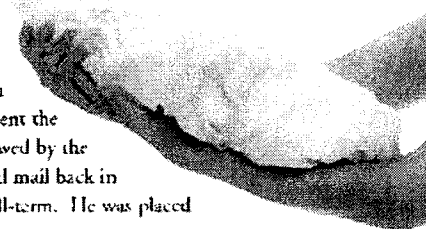
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

**Sin pena. Sin culpa. Sin nombres.**

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

[www.babysafeia.org](http://www.babysafeia.org)



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and contract language.**

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

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

**2.206.060 Exclusions/Exemptions.**

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

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

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

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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

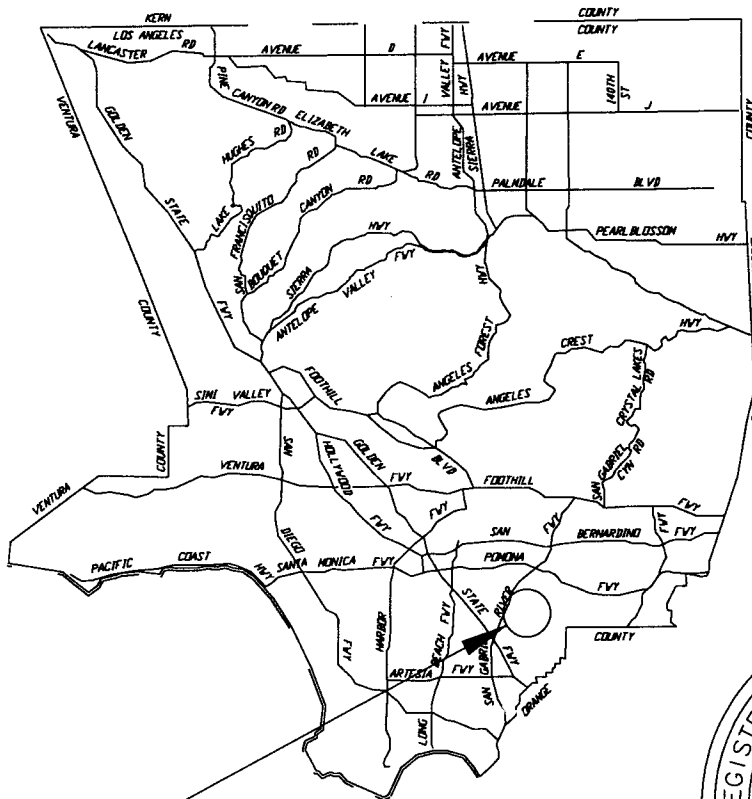
LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD4106006

PRIME CONTRACTOR LICENSE REQUIRED: NONE

STREET SWEEPING — WEST WHITTIER

TOTAL LENGTH: 114.57 MILES



PROJECT LOCATION

VICINITY MAP

No Scale



INDEX OF SHEETS

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

APPROVED GAIL FARBER DIRECTOR OF PUBLIC WORKS  
BY \_\_\_\_\_  
DEPUTY DIRECTOR DATE \_\_\_\_\_

SUBMITTED  
\_\_\_\_\_  
ASST. DEPUTY DIRECTOR—RD.MAINT.DIV. DATE \_\_\_\_\_

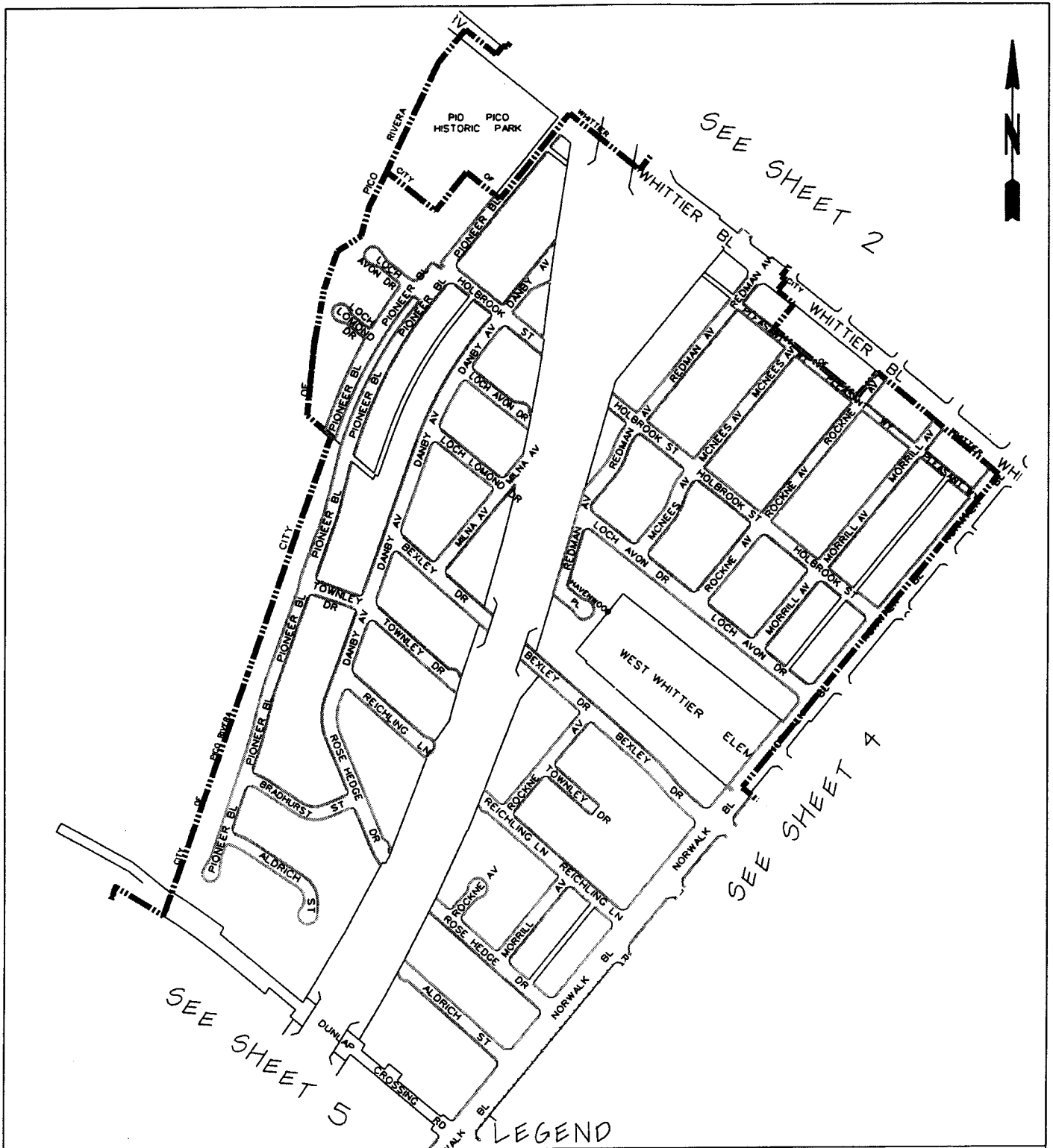
REFERENCES THOMAS GUIDE 676, 677, 706, & 707  
ROAD DIVISION 146 & 446

REVIEWED  
\_\_\_\_\_  
DISTRICT ENGINEER—RD.MAINT.DIST. 4 DATE \_\_\_\_\_

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



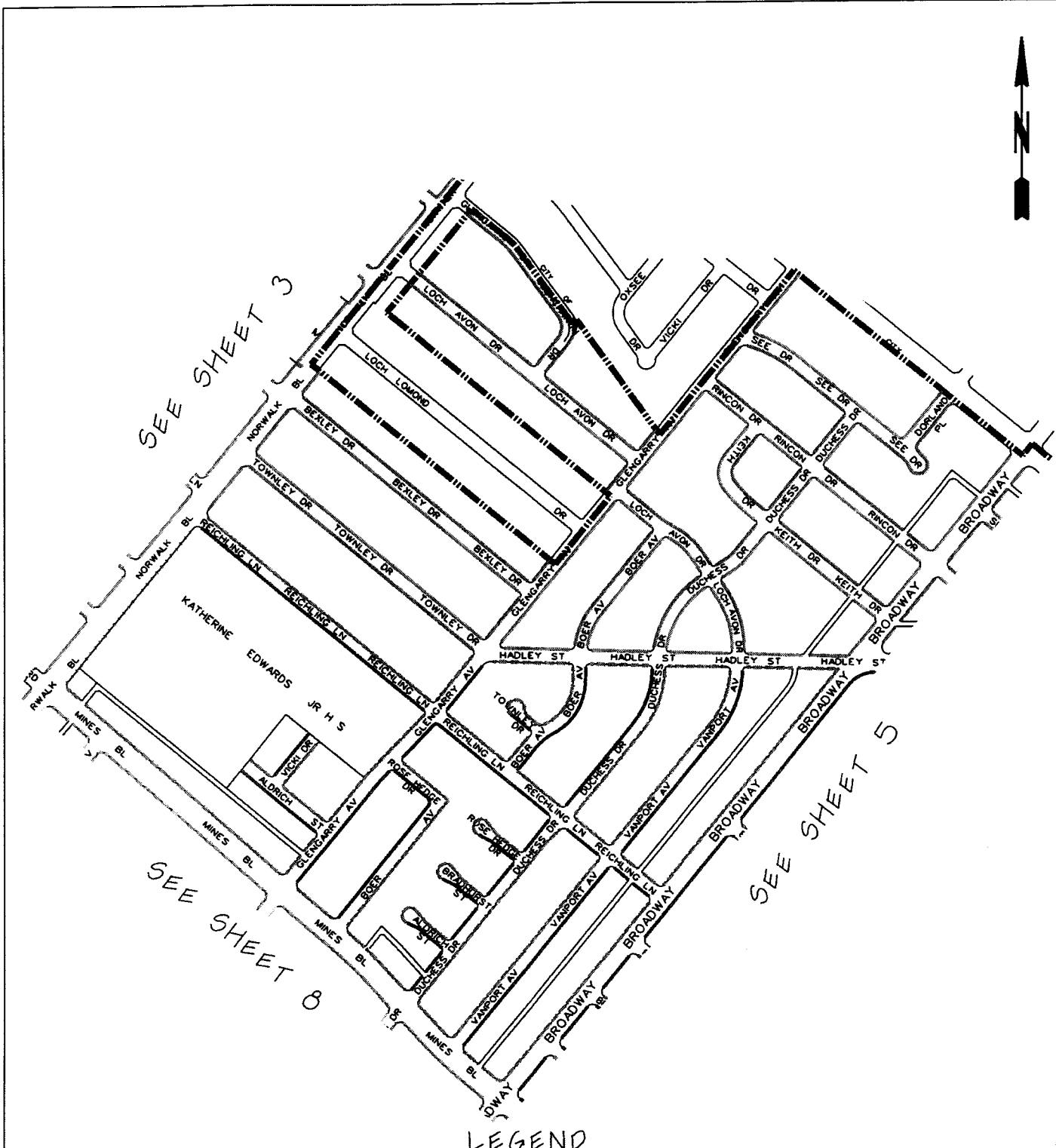




LEGEND

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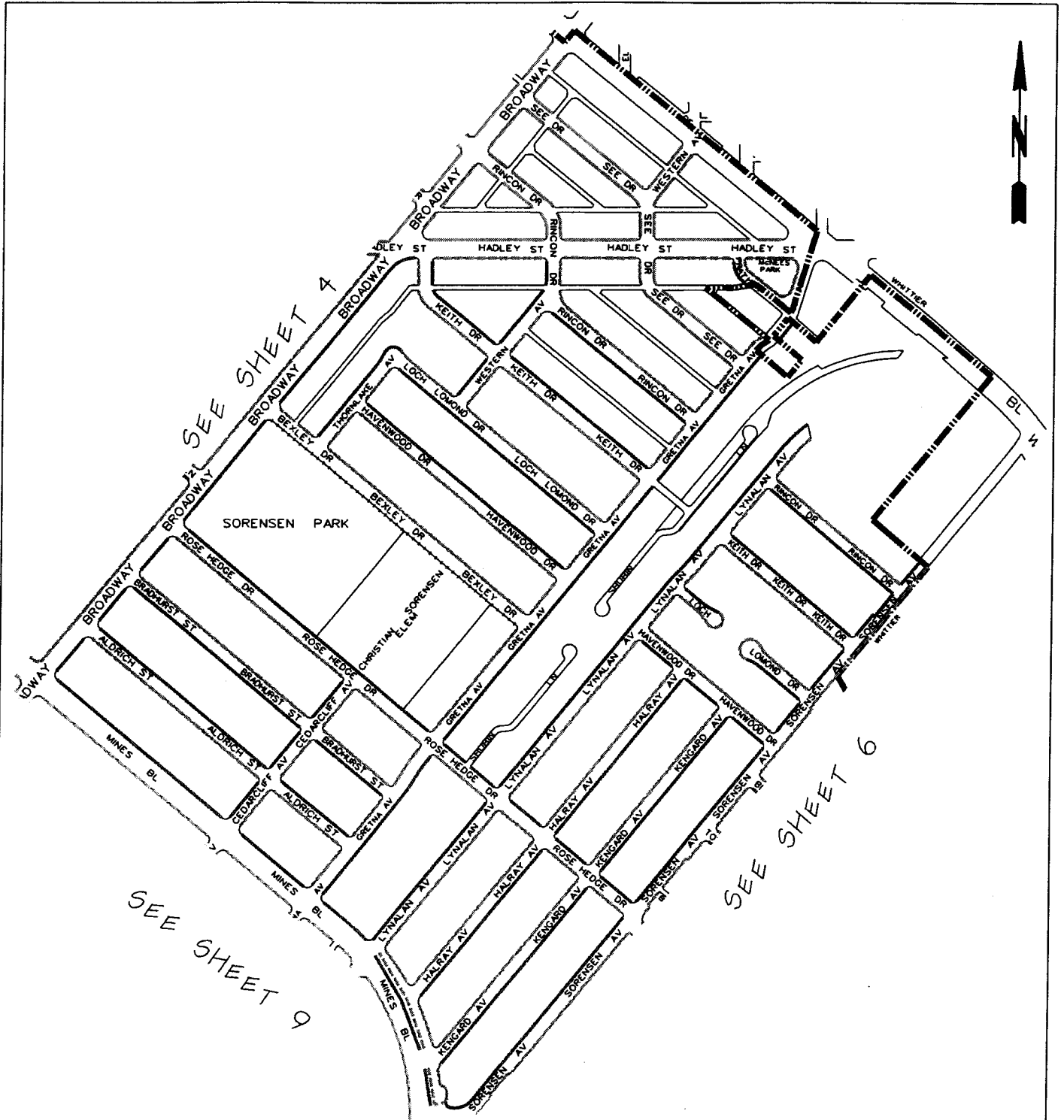
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PROJECT ENGINEER <b>R. GORDILLO</b>	C.E. NO. <b>C 66437</b>	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676	WEST WHITTIER AREA	SCALE NONE	SHEET 3 OF 13



LEGEND

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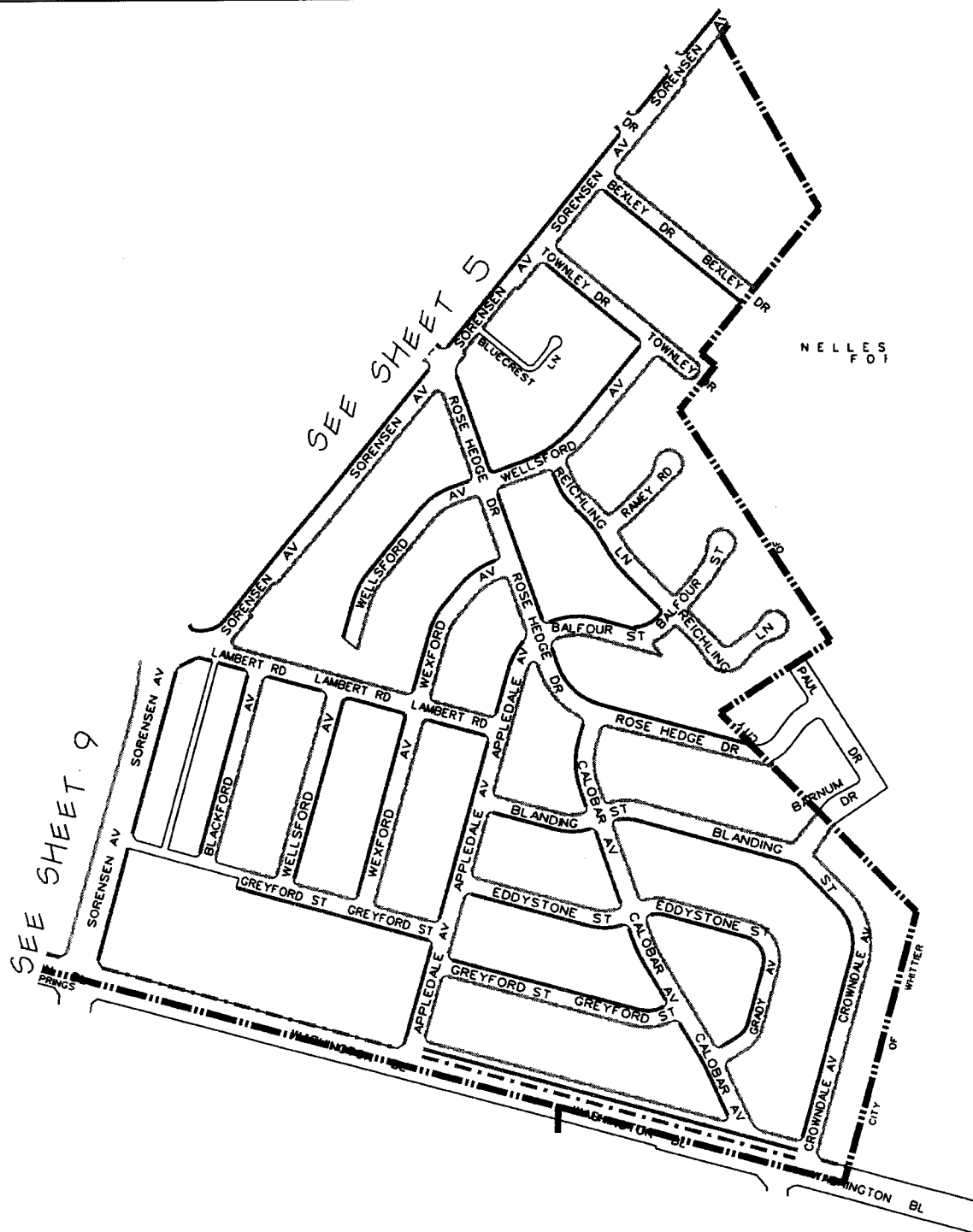
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LEGEND

MONDAY 5 AM-7 AM	TUESDAY 5 AM-7 AM	TUESDAY 11 AM-3 PM	WEDNESDAY 8 AM-12 PM	THURSDAY 5 AM-8 AM	FRIDAY 5 AM-7 AM	FRIDAY 11 AM-3 PM
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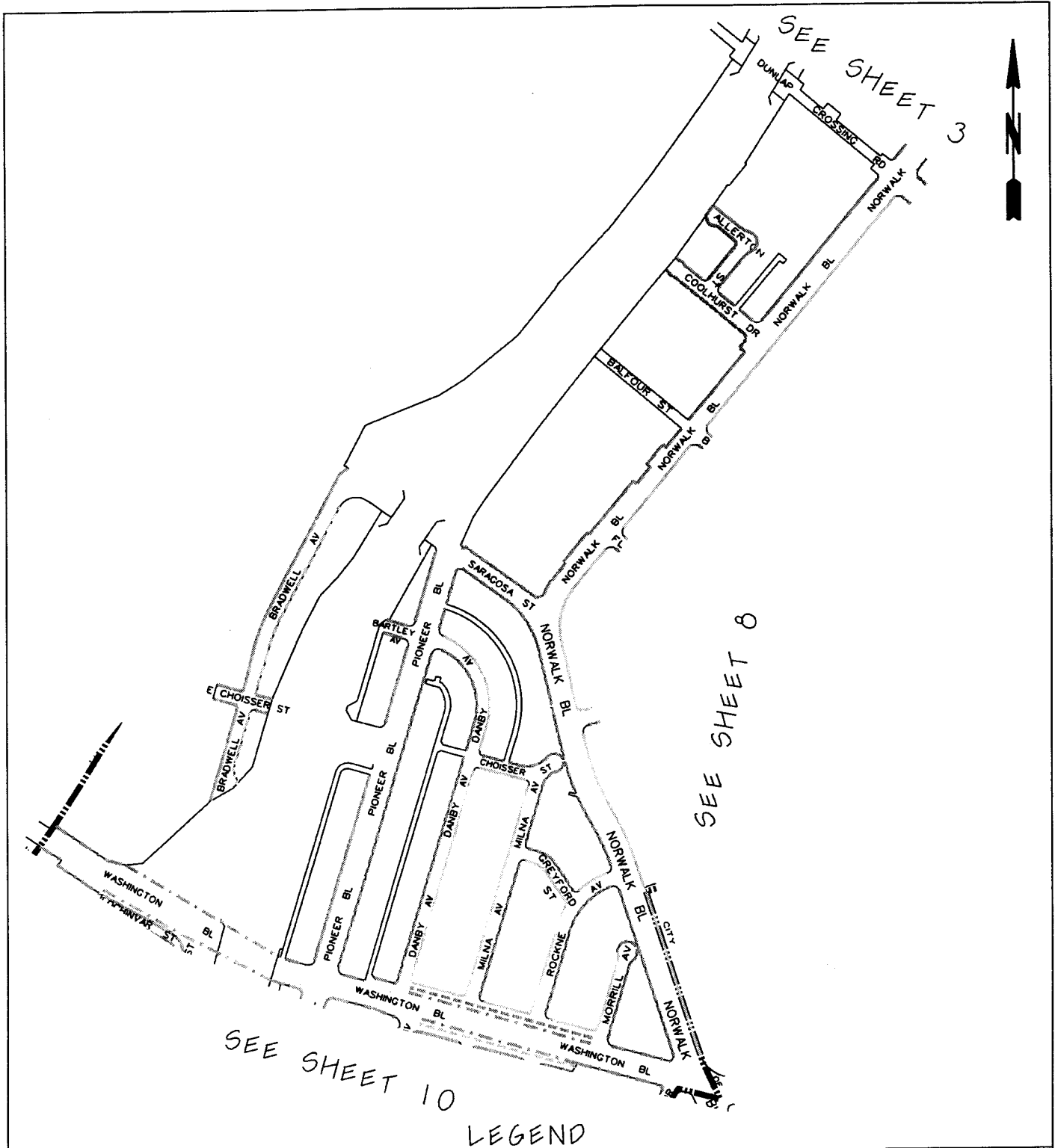
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PROJECT ENGINEER R. GORDILLO	C.E. NO. C 66437	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 4	T.G. 676 & 677	WEST WHITTIER AREA	SCALE NONE	SHEET 5 OF 13



LEGEND

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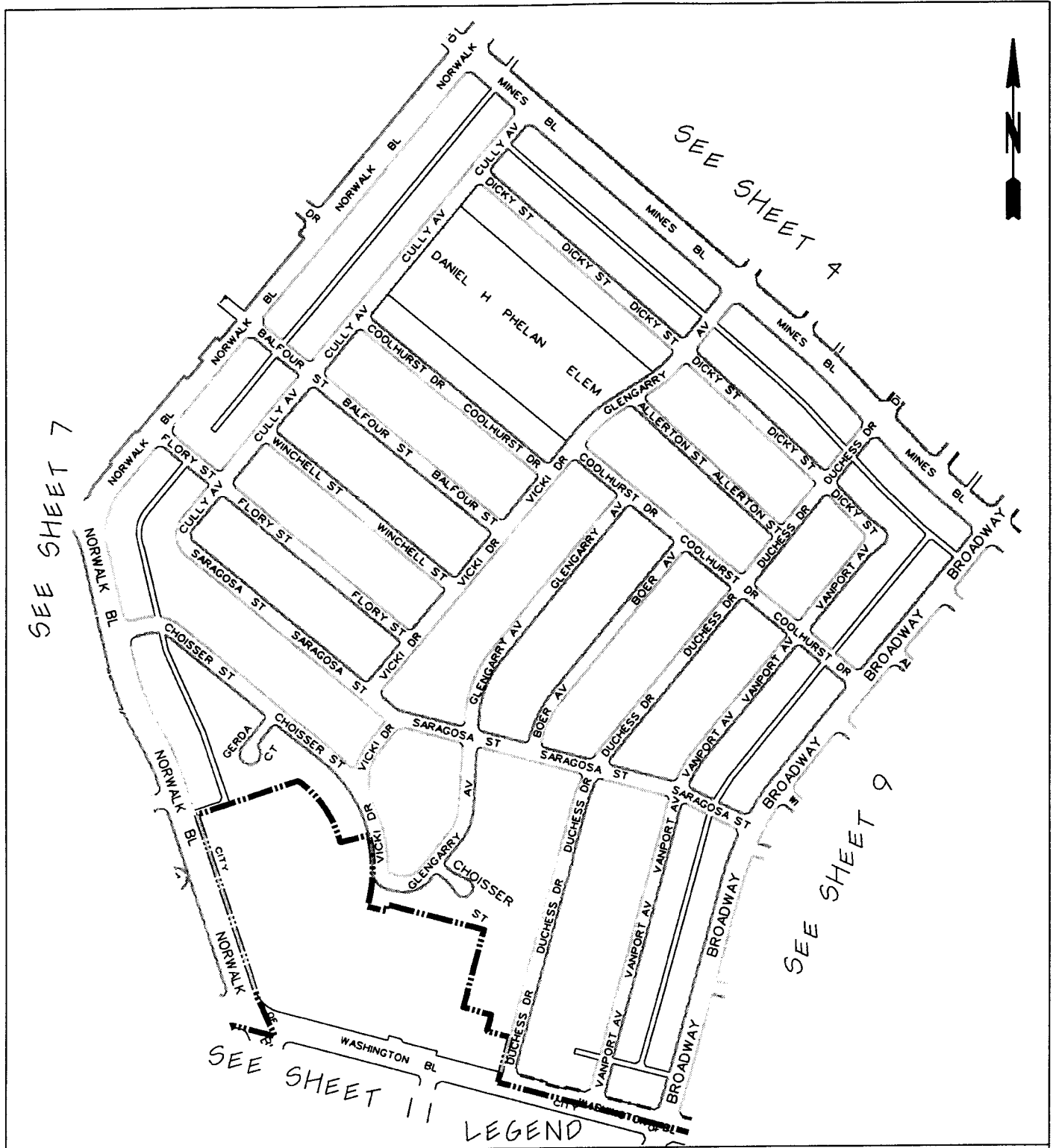
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LEGEND

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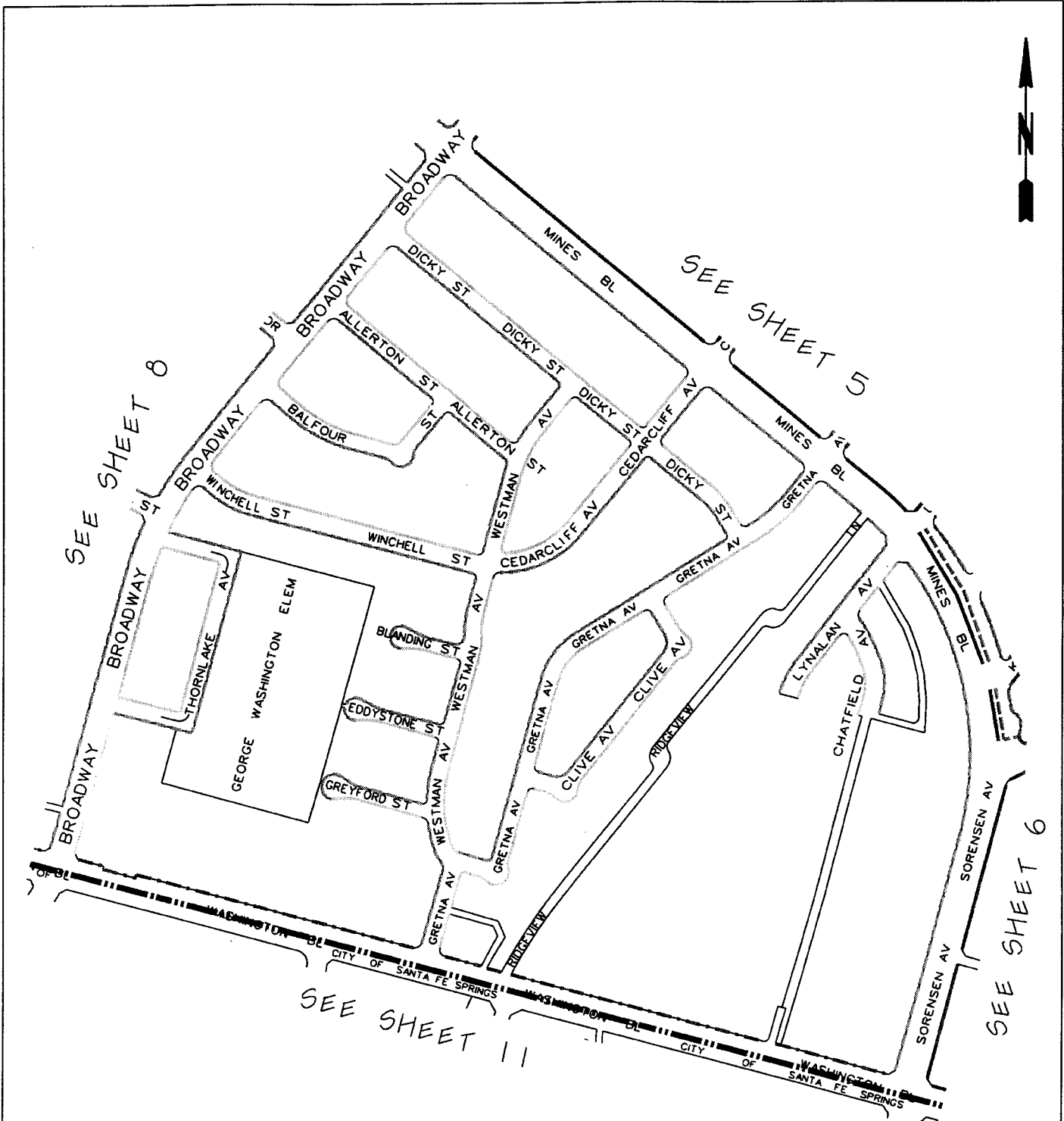
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LEGEND

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LEGEND

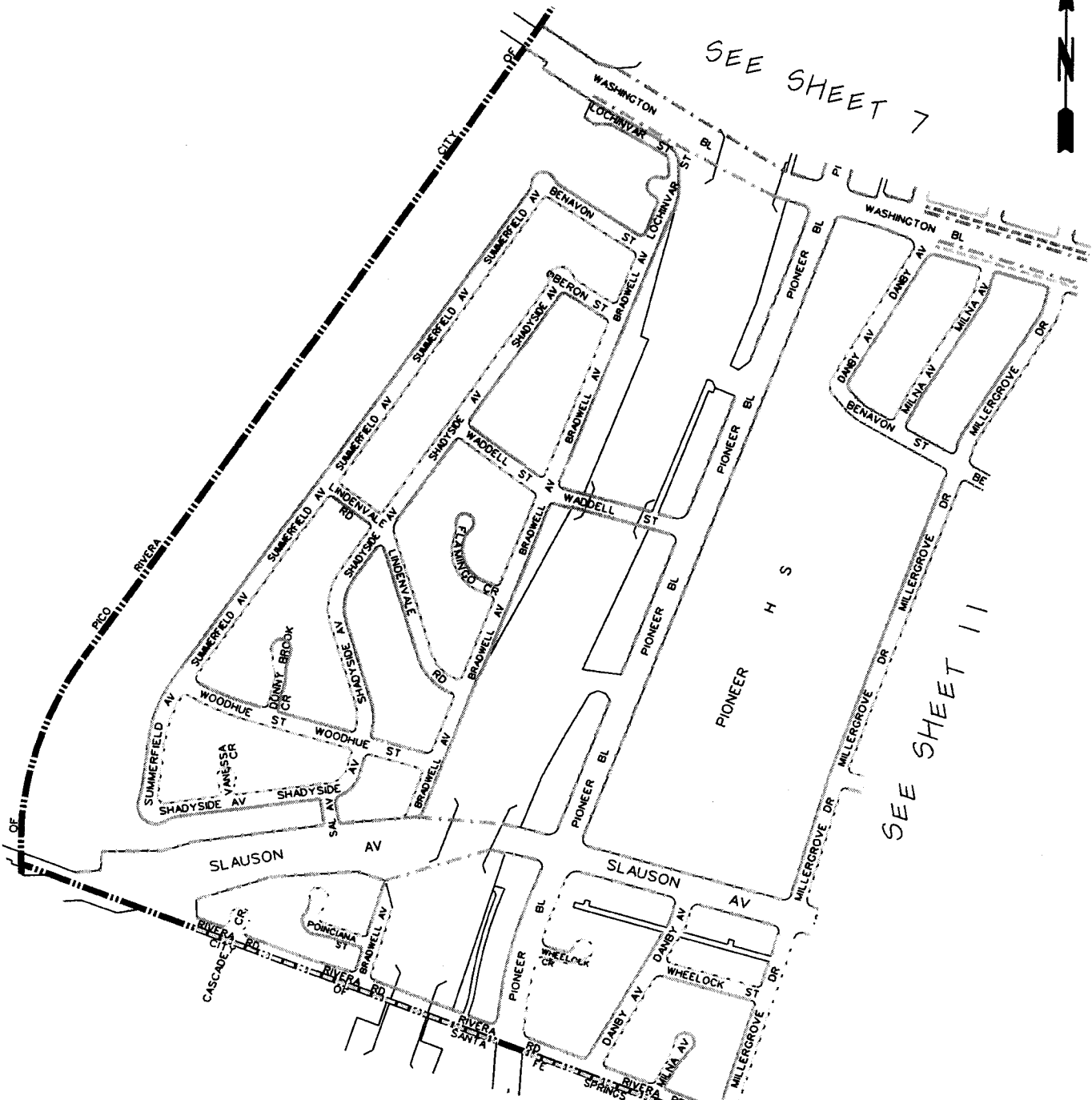
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SEE SHEET 7

SEE SHEET 11



LEGEND

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

(TO BE SWEEPED EVERY WEEK)

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

TOTAL PASS MILES: 11.86

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

**CURBED MEDIANS**

(TO BE SWEEP EVERY WEEK)

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

**TOTAL CURB MILES: 2.97**

**SUMMARY OF CURB AND PASS MILES**

<u>TYPE</u>	<u>MILES</u>
Streets and Highways	99.74
Raised Curbed Medians	2.97
Paved Alleys	11.86
<b>TOTAL MILES:</b>	<b>114.57</b>

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

**SWEEPING MILES SCHEDULE**

	CURB AND MEDIANS	ALLEYS
MONDAY	22.89	
TUESDAY	14.59	11.86
WEDNESDAY	20.29	
THURSDAY	21.17	
FRIDAY	23.77	
	102.71	11.86
<b>TOTAL MILES</b>	<b>114.57</b>	

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

**Sample Fuel Adjustment Calculation**

Following sample data is required to calculate fuel adjustment:

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

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

Proposal due date: November 2007

One year after Contract start date: July 2009

**Fuel Adjustment (FA) Component for Diesel price:**

Diesel (On-Highway) - November 2007<sup>1</sup> 173.7 cents per Gallon

Diesel (On-Highway) – June 2009<sup>2</sup> 218.7 cents per Gallon

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

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

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (12% of Unit rate x Percent Change in Diesel Price)

= (12% x \$15.00 x 25.9%)

= \$0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.47 = \$15.47

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

Propane (Commercial/Institutional) - November 2007<sup>1</sup> 173.7 cents per Gallon

Propane (Commercial/Institutional) – April 2009<sup>2</sup> 218.7 cents per Gallon

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

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

Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (12% of Unit rate x Percent Change in Propane Price)

= (12% x \$15.00 x 25.9%)

= \$0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.47 = \$15.47

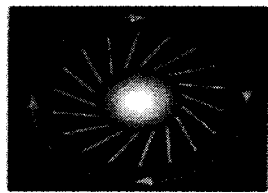
**Fuel Adjustment (FA) Component for CNG price:**

Propane (West Coast) - November 2007<sup>1</sup> 173.7 cents per Gallon  
Propane (West Coast) – April 2009<sup>2</sup> 218.7 cents per Gallon  
Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /  
(November 2007 Price/Gallon) x (100)  
[(218.7 - 173.7) / 173.7] x (100) = 25.9%  
Percent Change in CNG price: 25.9% increase

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

Adjusted Unit Rate for July 2009: \$15.00 + \$0.47 = \$15.47

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



# CleanStreet

Cleaning Your Environment

STREET SWEEPING SERVICES (2011-PA002)

EXCLUSIVELY FOR

## COUNTY OF LOS ANGELES

SOUTH WHITTIER, WEST WHITTIER,

VALINDA/HACIENDA HEIGHTS, AZUSA/COVINA/CLAREMONT,

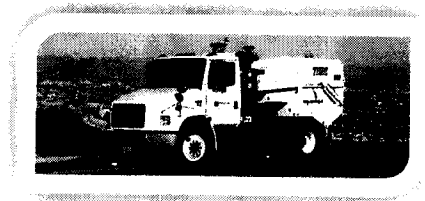
MARINA DEL REY, ET. AL., ROAD DIVISION 233 AND ROAD DIVISION 433

MARCH 10, 2011



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

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March 3, 2011

Ms. Lorena Calderon  
COUNTY OF LOS ANGELES

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

Dear Ms. Calderon,

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

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

We serve more than 60 cities in southern California. We are committed to providing high quality street sweeping and high quality customer service.

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

I am the person who is legally authorized to enter into contracts on behalf of CleanStreet. I can be reached at headquarters at 1937 West 169<sup>th</sup> Street, Gardena, CA 90247. I can be reached at (800) 225-7316 x103 or my cell at (310)740-1602.

Rick Anderson is authorized to make representations for CleanStreet. Rick can be reached at CleanStreet's headquarters at 1937 West 169<sup>th</sup> Street, Gardena, CA 90247. Rick can also be reached at (800) 225-7316 x108 or on his cell at (310) 740-1601.

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

Sincerely,  
CLEANSTREET

*Jerry Costello*  
Chief Executive Officer



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

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

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

March 3, 2011

IN REPLY PLEASE  
REFER TO FILE: AS-0

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

Thank you for attending our mandatory Proposers' Conference for Street Sweeping Services (2011-PA002) on Thursday, February 24, 2011. The following clarifications and revisions have been made to the Request for Proposals (RFP). (Please note that **bold** text has been added, and any text that has a strikethrough has been deleted from the RFP.)

#### RFP MODIFICATION

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

I. Contractor's Sweepers Mandatory Requirements

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

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

#### QUESTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

March 3, 2011

Page 4

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

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

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

**Clarification:**


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

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

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

Very truly yours,

GAIL FARBER  
Director of Public Works



GHAYANE ZAKARIAN, Chief  
Administrative Services Division

LC

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GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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

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

IN REPLY PLEASE  
REFER TO FILE **AS-0**

March 8, 2011

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

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

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

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

Very truly yours,

GAIL FARBER  
Director of Public Works

GHAYANE ZAKARIAN, Chief  
Administrative Services Division

LC

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Enc.



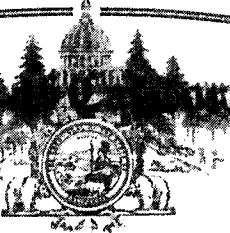



CORPORATION



0598829

**State of California**





**SECRETARY OF STATE**

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

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

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



*Kevin Shelley*  
Secretary of State

Secy State Form 720-101 (Rev. 10/93)

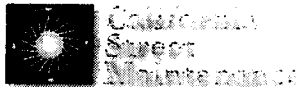


1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247  
Ph: (800) 225-7316 Ext. 108

CORPORATION



00593829



**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

JAN 31 2003

**KEVIN SHELLEY**  
Secretary of State

**CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the **president** and the **secretary**, respectively, of California Street Maintenance, Inc., a California corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:  
  
the name of this corporation is: Cleanstreet
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 1000 shares. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

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

DATE: 1/27/03

  
\_\_\_\_\_  
Jere Costello, President

  
\_\_\_\_\_  
Richard Anderson, Secretary





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



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

# CORPORATION



	<b>State of California</b> <b>Secretary of State</b>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">S</div>
<b>STATEMENT OF INFORMATION</b> (Domestic Stock Corporation)		
<b>FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.</b>		
<b>IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM</b>		
<b>1. CORPORATE NAME</b> (Please do not alter if name is preprinted.)		
C1425843 CLEANSTREET 17-19TH ST HERMOSA BEACH CA 90254		
		This Space For Filing Use Only
<b>DUE DATE: 12-31-07</b>		
<b>CALIFORNIA CORPORATE DISCLOSURE ACT</b> (Corporations Code section 1502.1) A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.		
<b>NO CHANGE STATEMENT</b>		
2. <input type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed to Item 15. If there have been any changes to the information contained in the last Statement of Information filed with the Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.		
<b>COMPLETE ADDRESSES FOR THE FOLLOWING</b> (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)		
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 1937 W. 169th Street	CITY AND STATE Gardena CA	ZIP CODE 90247
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 1937 W. 169th Street	CITY STATE Gardena CA	ZIP CODE 90247
<b>NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS</b> (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)		
5. CHIEF EXECUTIVE OFFICER/ Jere Costello - 1937 W. 169th Street, Gardena, CA 90247	ADDRESS CITY AND STATE	ZIP CODE
6. SECRETARY/ Rick Anderson - 1937 W. 169th Street, Gardena, CA 90247	ADDRESS CITY AND STATE	ZIP CODE
7. CHIEF FINANCIAL OFFICER/ Jere Costello - 1937 W. 169th Street, Gardena, CA 90247	ADDRESS CITY AND STATE	ZIP CODE
<b>NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS</b> (The corporation must have at least one director. Attach additional pages, if necessary.)		
8. NAME Jere Costello - 1937 W. 169th Street, Gardena, CA 90247	ADDRESS CITY AND STATE	ZIP CODE
9. NAME ADDRESS	CITY AND STATE	ZIP CODE
10. NAME ADDRESS	CITY AND STATE	ZIP CODE
11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:		
<b>AGENT FOR SERVICE OF PROCESS</b> (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)		
12. NAME OF AGENT FOR SERVICE OF PROCESS Jere Costello		
13. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 1937 W. 169th Street, Gardena, CA 90247	CITY STATE ZIP CODE	
<b>TYPE OF BUSINESS</b>		
14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION Sweeping Services		
15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, I HEREBY CERTIFY THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.		
Jere Costello	 SIGNATURE	CEO TITLE
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM		10-23-07 DATE
SI-200 MC (REV 08/2007)		APPROVED BY SECRETARY OF STATE

0069155



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

# HISTORY



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

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

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

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

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

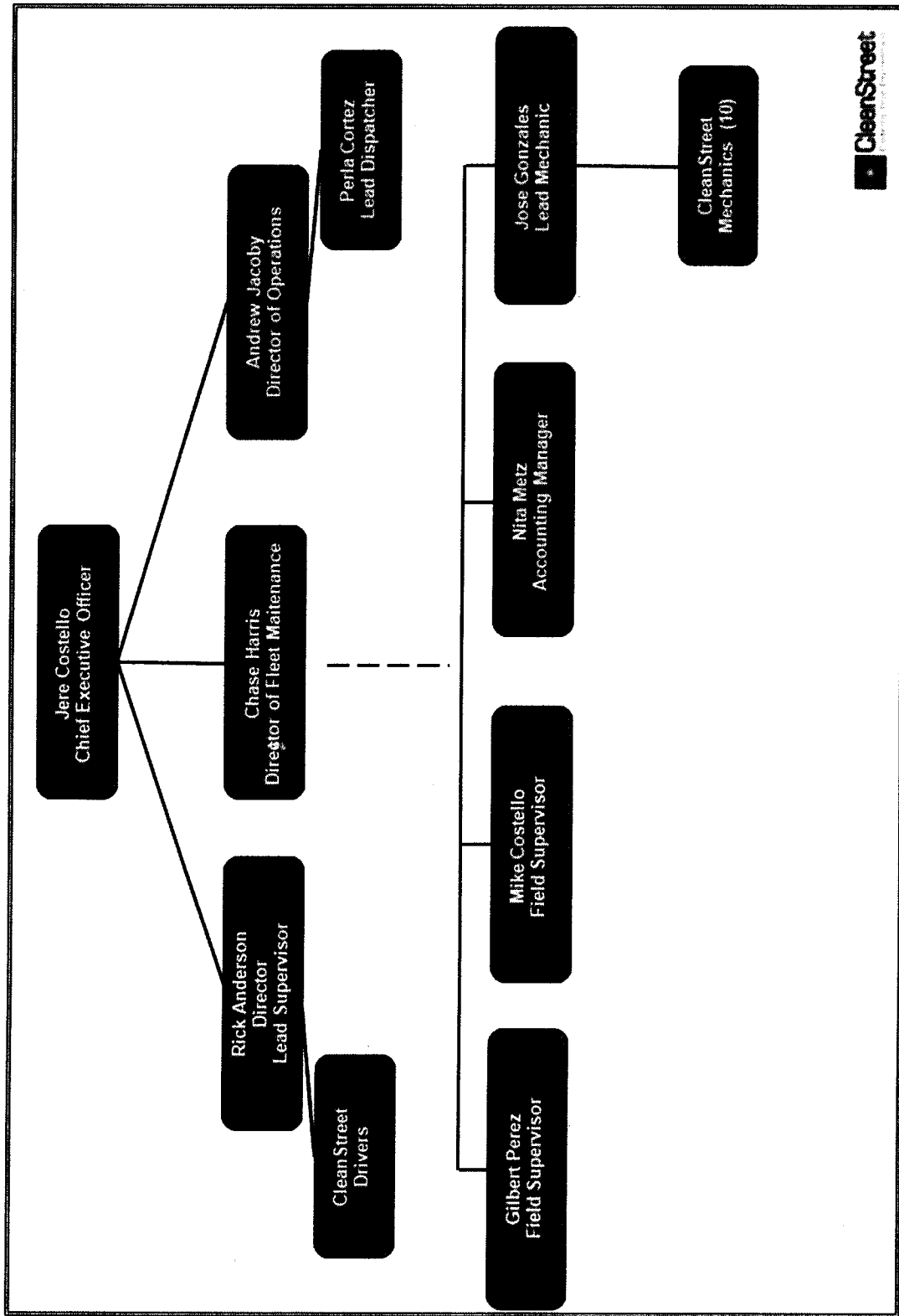
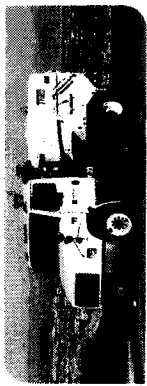
As word spread that we are a good dependable company, we slowly and steadily grew year after year. Our commitment to quality and customer satisfaction turned out to be an overwhelming success.

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

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

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

# ORGANIZATION CHART



# EXPERIENCE

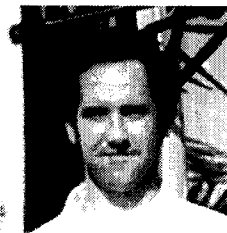


## **Andrew Jacoby, Director of Operations**



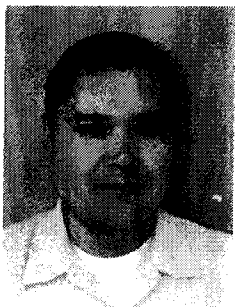
Andrew Jacoby is the director of operations for CleanStreet and has been with the company since 2003. Mr. Jacoby oversees the Human Resources Department, and serves as the Company's risk manager. He has been instrumental in developing a state-of-the-art time and attendance system, in which data is transmitted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

## **Chase Harris, Director of Fleet Maintenance**



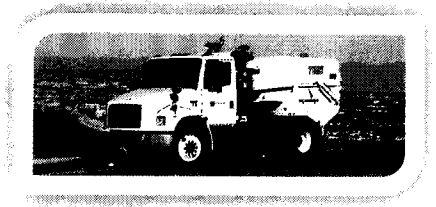
Chase Harris graduated from the University of Arizona in 1994 and has been with CleanStreet for 18 years. Mr. Harris is responsible for overseeing all facets of operations, including but not limited to delegating work to the mechanics, fleet maintenance, debris management, and GPS monitoring. He is well-acquainted with CleanStreet's equipment as well as the environmental laws and regulations that apply to our extensive fleet. Mr. Harris is quick to respond to complicated situations and his dedication to excellence is a tremendous asset to CleanStreet.

## **Gilbert Perez, Field Supervisor**



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

# EXPERIENCE



## ***Perla Cortez, Lead Dispatcher***



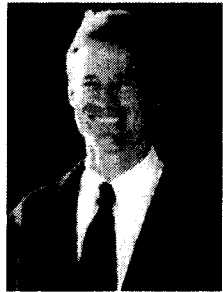
Perla Cortez has worked for CleanStreet for eight years. Ms. Cortez has developed a comprehensive geographical knowledge of our service areas and possesses excellent computer and communication skills. She is outgoing and friendly and efficiently coordinates our drivers and routes to meet our customers'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

## ***Patty Madera, Dispatcher***



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

# JERE COSTELLO



**Jere Costello**  
*Founder and CEO of CleanStreet*

## **EMPLOYMENT HISTORY:**

CLEANSTREET ..... 1961 TO PRESENT

## **Responsibilities:**

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

## **Education:**

- Northrop University Law School

## **Professional Skills:**

- Bilingual: Spanish and English

## **Professional and Trade Organizations:**

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



# RICK ANDERSON



**RICK ANDERSON**  
*Director of Business Development / Supervisor*

## **EMPLOYMENT HISTORY:**

CLEANSTREET ..... 1989 TO PRESENT

## **Current Responsibilities:**

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

## **Education:**

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

## **Professional Skills:**

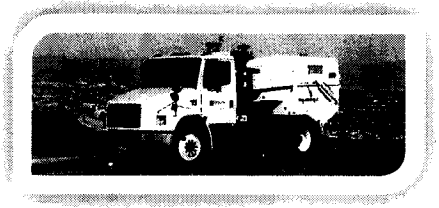
- Bilingual: Spanish and English

## **Professional and Trade Organizations:**

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

# WORK PLAN

## SOUTH WHITTIER



### **Personnel Staffing Plan:**

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

CleanStreet will only utilize full-time staff, which may require a driver to work in one or more projects.

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

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

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

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

### **Personnel**

#### **Supervisors:**

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

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



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

# WORK PLAN

## SOUTH WHITTIER



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

### **Operators:**

Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

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

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

### **Repair and Maintenance Crew:**

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

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

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

### **Dispatchers:**

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

# WORK PLAN

## SOUTH WHITTIER



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

### **Disposal of Refuse and Debris:**

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

### **Storage facilities:**

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

### **Equipment:**

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

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

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

We utilize as many 2003 Tymco 600 as needed for South Whittier. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

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

All street sweepers that CleanStreet will deploy will be Tymco 2003 propane powered street sweeper compliant with rule 1186.1.

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

# WORK PLAN

## SOUTH WHITTIER



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

### **Automated Parking Enforcement System:**

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

### **Routing:**

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

### **Reports:**

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

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

Please see sample form attached.

# WORK PLAN SOUTH WHITTIER



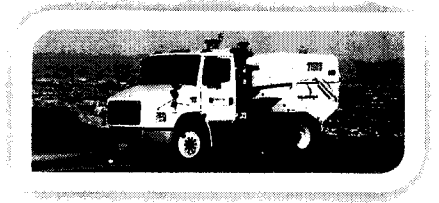
City of \_\_\_\_\_  
CleanStreet's Weekly Report

Date: \_\_\_\_\_  
 Week Beginning: \_\_\_\_\_  
 Phone Number: 310.538.5888  
 Prepared By: Perla

		Area Name & Contract #	Scheduled Curb Miles Missed & Reason	Date Missed Miles Will be Swept	Number of Complaints	Route Numbers and Operators	Miles Swept
Monday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Tuesday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Wednesday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Thursday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Friday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Total	Total Mileage						

# WORK PLAN

## WEST WHITTIER



### **Personnel Staffing Plan:**

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

CleanStreet will only utilize full-time staff, which may require a driver to work in one or more projects.

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

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

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

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

### **Personnel**

#### **Supervisors:**

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

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

# WORK PLAN

## WEST WHITTIER



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

### **Operators:**

Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

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

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

### **Repair and Maintenance Crew:**

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

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

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

### **Dispatchers:**

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



# WORK PLAN WEST WHITTIER



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

### **Disposal of Refuse and Debris:**

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

### **Storage facilities:**

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

### **Equipment:**

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

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

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

We utilize as many 2003 Tymco 600 as needed for South Whittier. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

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

All street sweepers that CleanStreet will deploy will be Tymco 2003 propane powered street sweeper compliant with rule 1186.1.

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

# WORK PLAN WEST WHITTIER



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

## **Automated Parking Enforcement System:**

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

## **Routing:**

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

## **Reports:**

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

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

Please see sample form attached.

# WORK PLAN WEST WHITTIER



City of \_\_\_\_\_  
CleanStreet's Weekly Report

Date: \_\_\_\_\_  
 Week Beginning: \_\_\_\_\_  
 Phone Number: 310.538.5888  
 Prepared By: Perla

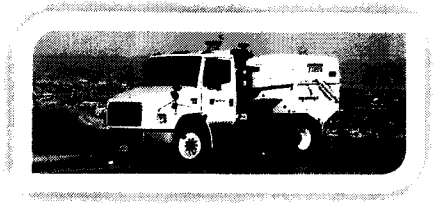
		Area Name & Contract #	Scheduled Curb Miles Missed & Reason	Date Missed Miles Will be Swept	Number of Complaints	Route Numbers and Operators	Miles Swept
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Friday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Total	Total Mileage						



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

# WORK PLAN

## VALINDA/HACIENDA HEIGHTS



### **Personnel Staffing Plan:**

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

CleanStreet will only utilize full-time staff, which may require a driver to work in one or more projects. We anticipate that the Valinda/Hacienda Heights area requires approximately 3 sweepers per day.

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

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

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

### **Personnel**

#### **Supervisors:**

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

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

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# WORK PLAN

## VALINDA/HACIENDA HEIGHTS



sweeping programs is a great value when you consider the cost and negativity generated by complaints.

### **Operators:**

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

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

### **Repair and Maintenance Crew:**

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

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

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

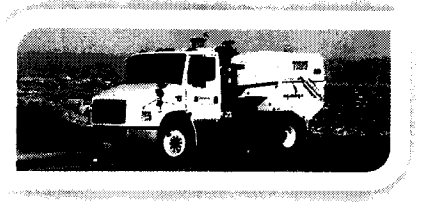
### **Dispatchers:**

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

We have two full-time dedicated dispatchers who make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by

# WORK PLAN

## VALINDA/HACIENDA HEIGHTS



either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

### **Disposal of Refuse and Debris:**

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

### **Storage facilities:**

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

### **Equipment:**

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

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

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

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

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

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

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

# WORK PLAN

## VALINDA/HACIENDA HEIGHTS



### **Automated Parking Enforcement System:**

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

### **Routing:**

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

### **Reports:**

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

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

Please see sample form attached.

# WORK PLAN

## VALINDA/HACIENDA HEIGHTS



City of \_\_\_\_\_  
CleanStreet's Weekly Report

Date: \_\_\_\_\_  
 Week Beginning: \_\_\_\_\_  
 Phone Number: 310.538.5888  
 Prepared By: Perla

		Area Name & Contract #	Scheduled Curb Miles Missed & Reason	Date Missed Miles Will be Swept	Number of Complaints	Route Numbers and Operators	Miles Swept
Monday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Tuesday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Wednesday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Thursday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Friday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Total	Total Mileage						



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



# WORK PLAN

## AZUSA, COVINA & CLAREMONT AREA



### **Personnel Staffing Plan:**

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

CleanStreet will only utilize full-time staff, which may require a driver to work in one or more projects.

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

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

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

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

### **Personnel**

#### **Supervisors:**

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

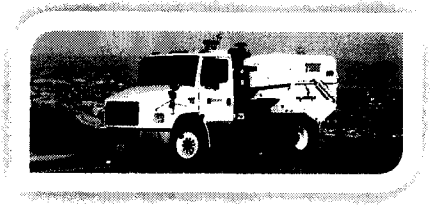
Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.



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Gardena, CA 90247

# WORK PLAN

## AZUSA, COVINA & CLAREMONT AREA



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

### **Operators:**

Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

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

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

### **Repair and Maintenance Crew:**

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

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

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

### **Dispatchers:**

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

# WORK PLAN

## AZUSA, COVINA & CLAREMONT AREA



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

### **Disposal of Refuse and Debris:**

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

### **Storage facilities:**

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

### **Equipment:**

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

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

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

We utilize as many 2004 Tymco 600 as needed for each location. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

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

All street sweepers that CleanStreet will deploy to the various contracts will be Tymco 2004 propane powered street sweeper compliant with rule 1186.1.

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

# WORK PLAN

## AZUSA, COVINA & CLAREMONT AREA



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

### **Automated Parking Enforcement System:**

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

### **Routing:**

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

### **Reports:**

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

- Curb miles and paved alley miles swept each day.
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- When missed areas were swept.
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Please see sample form attached.

# WORK PLAN

## AZUSA, COVINA & CLAREMONT AREA



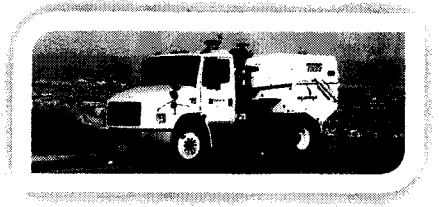
City of \_\_\_\_\_  
CleanStreet's Weekly Report

Date: \_\_\_\_\_  
 Week Beginning: \_\_\_\_\_  
 Phone Number: 310.538.5888  
 Prepared By: Perla

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

# WORK PLAN

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



### **Personnel Staffing Plan:**

Streets in this contract are same day, same side sweeping.

Streets will be swept on Monday and Thursday for the department of works.

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

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

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

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

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

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

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

### **Personnel**

#### **Supervisors:**

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

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



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Gardena, CA 90247

# WORK PLAN

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



operator pride.

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

### **Operators:**

Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leafs, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

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# WORK PLAN

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



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

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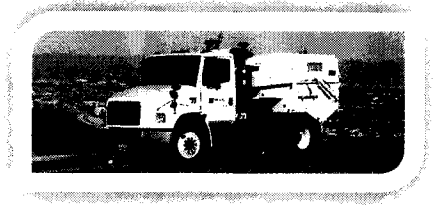
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In order to ensure uninterrupted performance, backup sweepers will be available at



# WORK PLAN

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



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

### **Automated Parking Enforcement System:**

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

### **Routing:**

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

### **Reports:**

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

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- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.

Please see sample form attached.

# WORK PLAN

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



City of \_\_\_\_\_  
CleanStreet's Weekly Report

Date: \_\_\_\_\_  
 Week Beginning: \_\_\_\_\_  
 Phone Number: 310.538.5888  
 Prepared By: Perla

		Area Name & Contract #	Scheduled Curb Miles Missed & Reason	Date Missed Miles Will be Swept	Number of Complaints	Route Numbers and Operators	Miles Swept
Monday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
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Wednesday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Thursday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Friday	Total Mileage					Op: _____ No. 1 _____ Op: _____ No. 2 _____	
Total	Total Mileage						



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# QUALITY ASSURANCE



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

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

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

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

## **Skilled Operators:**

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

## **Quality Equipment:**

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

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

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

## **Standards of Quality:**

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

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

# QUALITY ASSURANCE



## **Supervision:**

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

## **Complaints:**

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

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

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

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

## **Communications:**

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

## **Emergencies:**

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

## **Back Up Equipment:**

We will always have back-up equipment available to us at all times.

## **Toll Free line:**

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

## **Monthly Meeting:**

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

# QUALITY ASSURANCE



## Inspection Fundamentals:

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

Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the company for over 20 years and has played an integral role in developing new business and overseeing all facets of operations. Mr. Anderson's dedication to the company has helped fuel continual growth and diversification into new areas which complements CleanStreets' primary role as a street sweeping contractor.

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

## Quality Control Documentation:

See form below.

CLEANSTREET TYMCO INSPECTION LIST

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

DATE:

MECHANIC'S SIGNATURE



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# SUBCONTRACTORS



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



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Gardena, CA 90247

# INSURANCE



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

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS**

**INSTRUCTIONS**

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

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

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.  
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

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



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

Tuesday, March 01, 2011 12:19 PM

**Timecard View for** [REDACTED]

Timecard Date Range: [REDACTED] User-Defined Date Range (01/17/2011 - 01/30/2011)  
 Supervisor: Jacoby, Stephen A  
 Payroll ID: 095003  
 Company Code: 201

**Hours Summary**

Earnings Code	Hours
Overtime	20.73
Regular	71.95
Doubletime	0.83
<b>Total</b>	<b>93.51</b>

**Timecard Details**

Date	Time	Hours	Daily Totals	Out Type	Earnings Code	Department	Jobs	Work Order	Vehicle Number
01/18/2011	04:02 AM - 05:04 AM	2.03			000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660
01/18/2011	05:04 AM - 09:44 AM	3.67			000201	000201	LA CO, AZU OR COV OR CLAR	55 BROKEN DOWN IN FIELD	660
01/18/2011	09:44 AM - 10:46 AM	1.03			000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660
01/18/2011	10:46 AM - 11:18 AM	0.53			000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	655
01/18/2011	11:18 AM - 03:25 PM	4.12	11.38		000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	655
01/19/2011	04:01 AM - 01:10 PM	9.15			000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660
01/19/2011	01:10 PM - 01:37 PM	0.45			000201	000201	SPECIALS OR SVC CALL JOBS	10217 Burntec Azusa Yard	660
01/19/2011	01:37 PM - 02:26 PM	0.82	10.42		000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660
01/20/2011	04:02 AM - 04:52 PM	12.83	12.83		000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660
01/21/2011	02:29 AM - 12:48 PM	10.32	10.32		000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660
01/24/2011	03:59 AM - 11:56 AM	7.95	7.95		000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660
01/25/2011	04:00 AM - 01:03 PM	9.00	9.00		000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660
01/26/2011	04:02 AM - 09:16 AM	5.23			000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660
01/26/2011	09:16 AM - 02:22 PM	5.10	10.33		000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	655
01/27/2011	04:01 AM - 03:35 PM	11.57	11.57		000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660
01/28/2011	02:29 AM - 12:12 PM	9.72	9.72		000201	000201	LA CO, AZU OR COV OR CLAR	248 LA CO, AZU-COV-CLAREM	660

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

**4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)**

4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?

4.2. Who prepares and who checks the source document?

4.3. Does the employee sign it?

4.4. Who approves the source document, and what do they compare it with prior to approving it?

4.1 N/A - We use computerized records of actual time worked to create payroll.

4.2 N/A - We use computerized records of actual time worked to create payroll.

4.3 N/A - We use computerized records of actual time worked to create payroll.

4.4 N/A - We use computerized records of actual time worked to create payroll.

QUESTION

**5. BREAKS**

5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?

5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?

5.3. If so, who prepares, reviews, and approves such documentation?

5.1 Employees clock out for meal breaks or signs agreement for On-Duty Meal period. Employees take mandated breaks at their discretion and are not required to clock out for these breaks.

5.2 All breaks are listed within each employee's timecard report.

5.3 The Payroll Administrator prepares, reviews, and approves documentation.

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

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

061-0001

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

# Earnings Statement



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

0000000014

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



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

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

\* Excluded from federal taxable wages

Your federal taxable wages this period are  
\$1,610.63

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

Advice number: 0000050014  
Pay date: 02/04/2011

Deposited to the account of	account number	transit ABA	amount
[REDACTED]	[REDACTED]	XXXX XXXX	\$1,037.06

THIS IS NOT A CHECK

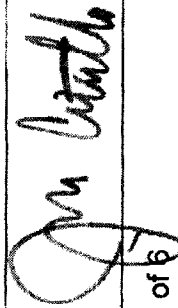
NON-NEGOTIABLE

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7.1 Manual checks are processed through our same payroll system for any necessary adjustments that may need to be made to a paycheck.</p> <p>7.2 Multiple wage rates usually have a different job code, so any regular, overtime, and double-time rates in those codes would be manually overridden.</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 A printout is generate from the timekeeping system showing the name of each employee and breaking down the total number of regular, overtime, and doubled time hours worked within a particular job number. Payroll information is input in this manner to help provide job costing information.. When employees have multiple wage rates, they are usually tied to a particular job number that either has the rates preprogrammed, or a note of the rate amount to overwrite with.</p> <p>8.2 Multiple wage rates usually have a different job code, so any regular, overtime, and double-time rates in those codes would be manually overridden.</p> <p>8.3 Combination of preprogrammed and manual overrides.</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

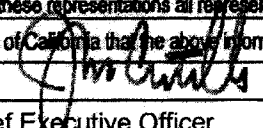
QUESTION	
<p><b>9. TRAVEL TIME</b></p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two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

DATED: March 3, 2011



PROPOSER'S SIGNATURE:

VERIFICATION OF PROPOSAL

<b>DATE:</b> March 3 , 2011		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Street Sweeping Services			
<b>DECLARANT INFORMATION</b>			
3. NAME OF DECLARANT: Jere Costello			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: Chief Executive Officer			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: Jeremiah George Costello		Telephone No.: (800) 225-7316 x103	
Address: 1937 W. 169th Street, Gardena, CA 90247		Fax No.: (310) 538-8015	
e-mail: jcostello@cleanstreet.com	County WebVen No.: 503745-02	IRS No.: 95-4147708	Business License No.: 9023
7. Proposer's fictitious business name(s) or dba(s) (if any): N/A			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 1937 W. 169th Street, Gardena, CA 90247		Year incorporated: 2003
	State of incorporation: California		
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Jere Costello	Title Chief Executive Officer	Phone (800) 225-7316 x103	Fax (310) 538-8015
Street 1937 W. 169th Street	City Gardena	State California	Zip 90247
Name(s) Rick Anderson	Title Secretary	Phone (800) 225-7316 x108	Fax (310) 538-8015
Street 1937 W. 169th Street	City Gardena	State California	Zip 90247
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:			
<input type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge;			
<input checked="" type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: March 3, 2011
Type name and title: Jere Costello, Chief Executive Officer			




SCHEDULE OF PRICES

FOR

STREET SWEEPING SERVICES IN WEST WHITTIER (2011-PA002)

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

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	5,342	\$ 25.00	\$ 133,550.00
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	617	\$ 30.00	\$ 18,510.00
<b>TOTAL ANNUAL PROPOSED PRICE</b>					<b>\$ 152,060.00</b>

LEGAL NAME OF PROPOSER <b>CleanStreet</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON <b>Chief Executive Officer</b>		
DATE <b>May 19, 2011</b>	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE) <b>N/A</b>	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS <b>1937 W. 169th Street Gardena, CA 90247</b>		
PHONE <b>(800) 225-7316 x103</b>	FACSIMILE <b>(310) 538-8015</b>	E MAIL <b>jcostello@cleanstreet.com</b>

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

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

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

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

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

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  

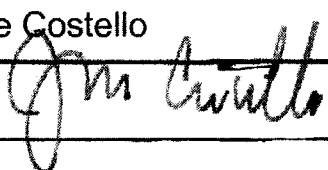
"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

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

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

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

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

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

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

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

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

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

Jere Costello  Signature March 3, 2011 Date

Name of Proposer or Authorized Agent (print)

CONFLICT OF INTEREST CERTIFICATION

I, Jere Costello

- sole owner
- general partner
- managing member

President, Secretary, or other proper title) Chief Executive Officer

of CleanStreet

Name of proposer

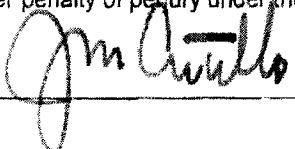
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

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

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

Signed 

Date March 3, 2011

# CONFIDENTIAL

FORM PW-6

## PROPOSER'S REFERENCE LIST

PROPOSER NAME: CleanStreet

PROPOSED CONTRACT FOR: Street Sweeping Services (2011-PA002)

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

### A. COUNTY OF LOS ANGELES AGENCIES

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

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

SERVICE: Street Sweeping	SERVICE DATES: 2008 - current
DEPT/DISTRICT: Azusa, Covina, Claremont	
CONTACT: Mr. David Oboza	
TELEPHONE: (626) 337-1277	
FAX: (626) 962-3982	
E-MAIL: doboza@dpw.lacounty.gov	

SERVICE: Street Sweeping	SERVICE DATES: 2008 - current
DEPT/ DISTRICT: Road Division 119/519	
CONTACT: Mr. David Oboza	
TELEPHONE: (626) 337-1277	
FAX: (626) 962-3982	
E-MAIL: doboza@dpw.lacounty.gov	

SERVICE: Street Sweeping	SERVICE DATES: 2006 - current
DEPT/DISTRICT: County Sanitation District LA - Calabasas	
CONTACT: Ms. Karen Streeter, Purchasing	
TELEPHONE: (562) 908-4288 x1413	
FAX: (562) 699-8665	
E-MAIL: kstreeter@lacsds.org	

### B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Street Sweeping	SERVICE DATES: 2008 - current
AGENCY/ FIRM: City of Fontana	
ADDRESS: 16489 Orange Way, Fontana, CA 92335	
CONTACT: Mr. Tony Mata	
TELEPHONE: (909) 350-6772	
FAX: (909) 350-6755	
E-MAIL: tmata@fontana.org	

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

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

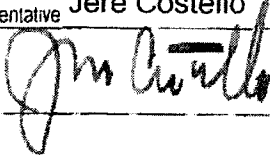
SERVICE: Street Sweeping	SERVICE DATES: 2006 - current
AGENCY/ FIRM: City of Garden Grove	
ADDRESS: 11222 Acacia Parkway, P.O. Box 3070, Garden Grove, CA 92842	
CONTACT: Mr. Mark Langley	
TELEPHONE: (714) 741-5055	
FAX: (714) 741-5419	
E-MAIL: markla@ci.garden-grove.ca	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

<small>Proposer's Name</small>	CleanStreet
<small>Address</small>	1937 W. 169th Street, Gardena, CA 90247
<small>Internal Revenue Service Employer Identification Number</small>	95-4147708

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

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

<small>Proposer</small>	CleanStreet
<small>Authorized representative</small>	Jere Costello
<small>Signature</small>	
<small>Date</small>	March 3, 2011



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

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

FIRM NAME **CleanStreet**

My County (WebVen) Vendor Number **503745-02**

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

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

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

**Business Structure:**  Sole Proprietorship  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners):

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					7	
Hispanic/Latino			2	1	140	3
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		3	1	4	3

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

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

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

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

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

Authorized Signature:  Title: Chief Executive Officer Date: March 3, 2011



GAIN and GROW EMPLOYMENT COMMITMENT

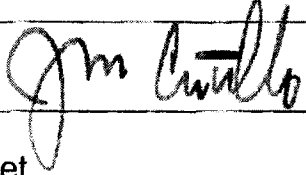
The undersigned:

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

OR

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

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

Signature 	Title Chief Executive Officer
Firm Name CleanStreet	Date March 3, 2011

## TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name: <b>CleanStreet</b>	Date of Request:
Project Title: Street Sweeping Services	Project No. 2011-PA002

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

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

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

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

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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

CleanStreet

Company Name

1937 W. 169th Street, Gardena, CA 90247

Address

95-4147708

Internal Revenue Service Employer Identification Number

N/A

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

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

CERTIFICATION

YES

NO

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



( )

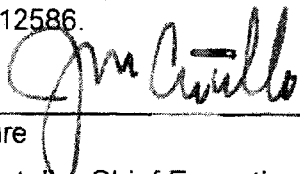
OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )

Signature



March 3, 2011

Date

Jere Costello, Chief Executive Officer

Name and Title (please type or print)

**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

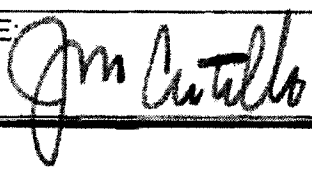
COMPANY NAME: CleanStreet		
COMPANY ADDRESS: 1937 W. 169th Street		
CITY: Gardena	STATE: California	ZIP CODE: 90247

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

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

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

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

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: CleanStreet

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

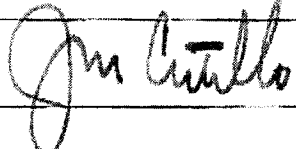
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

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

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

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

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

SIGNATURE 

DATE: March 3, 2011

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: CleanStreet

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

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

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

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

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

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

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Signature of Proposer:  Date: March 3, 2011

STREET SWEEPING SERVICES (2011-PA002)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

CleanStreet

Proposer's Name

1937 W. 169th Street, Gardena, CA 90247

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
  
- 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. If you check this box, your proposal will be immediately disqualified as non-responsive.

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

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

The Proposer certifies that:



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

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

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

-OR-

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

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

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



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

AREA: South Whittier  
(Must use one sheet per Area)

PROPOSER'S NAME: CleanStreet  
ADDRESS: 1937 W. 169th Street, Gardena, CA 90247  
TELEPHONE: (800) 225-7316 x103

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

- (1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.
- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH ALL RULES 186 AND 187 PERTAINING TO SWEEPERS (YES/NO <sup>1</sup> )
Sweeper	Tymco	600-LPG	2003	1FVABTY33HL68539	Yes
Sweeper	Tymco	600-LPG	2009	1FVACXDT59HAK0582	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)**  
AREA: West Whittier

(Must use one sheet per Area)

PROPOSER'S NAME: CleanStreet

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

TELEPHONE: (800) 225-7316 x103

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

- (1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.
- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

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

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

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)**  
AREA: Valinda/Hacienda Heights  
(Must use one sheet per Area)

PROPOSER'S NAME: CleanStreet  
 ADDRESS: 1937 W. 169th Street, Gardena, CA 90247  
 TELEPHONE: (800) 225-7316 x103

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

- (1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.
- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AOSD RULES 1188 AND 100.1 PERTAINING TO SWEEPERS (YES/NO <sup>1</sup> )
Sweeper	Tymco	600-LPG	2009	1FV6HFAA7XHA34971	Yes
Sweeper	Tymco	600-LPG	2009	1FV6FHAAAXWH929933	Yes
Sweeper	Tymco	600-LPG	2009	1FV6HFAA1WH929934	Yes

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

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)  
AREA: Azusa/Covina/Claremont**

**(Must use one sheet per Area)**

PROPOSER'S NAME: CleanStreet

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

TELEPHONE: (800) 225-7316 x103

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

- (1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.
- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

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

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

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

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

(Must use one sheet per Area)

PROPOSER'S NAME: CleanStreet

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

TELEPHONE: (800) 225-7316 x103

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

- (1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.
- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

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

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

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

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

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

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

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

**FORM LW-2 - APPLICATION FOR EXEMPTION (continued)**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**Additional Information**

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

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

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

Monthly                       Quarterly                       Bi-Annual

Annually                       Other (Specify): \_\_\_\_\_

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

COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

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

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

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

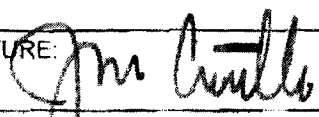
- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing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

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME: <b>CleanStreet</b>	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct	
SIGNATURE: 	DATE: <b>March 3, 2011</b>
PLEASE PRINT NAME: <b>Jere Costello</b>	TITLE OR POSITION: <b>Chief Executive Officer</b>



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

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

**LIVING WAGE ORDINANCE:**

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

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

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

**LABOR LAW/PAYROLL VIOLATIONS :**

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

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

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

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

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

**HISTORY OF DEBARMENT (Check one):**

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

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

Owner's/Agent's Authorized Signature

CleanStreet

Print Name of Firm

Jere Costello, Chief Executive Officer

Print Name and Title

March 3, 2011

Date

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

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

**N/A**

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

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

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

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

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

Additional Pages are attached for a total of \_\_\_\_\_ pages.

REQUESTED INFORMATION ON THE  
PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: CleanStreet

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

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

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

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

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

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after \_\_\_ days of employment.
- Is defined as an employee who is employed more than \_\_\_ hours per week.

OTHER BENEFITS:

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

STAFFING PLAN AND COST METHODOLOGY FOR STREET SWEEPING SERVICES IN SOUTH WHITTIER (2011-PA002)

PROPOSER: CleanStreet

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Street Sweeper Driver		10	10	10	10	10	10	2,800	16.00 (24.00) OT	\$45,760.00
Street Sweeper Driver		10	10	10	10	10	10	2,600	16.00 (24.00) OT	\$45,760.00
Supervisor		3	3	3	3	3	3	780	22.00	\$17,160.00
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$
<b>Comments/Notes:</b>										
								<b>Total Annual Salaries</b>		\$ 108,680.00
(1) Vacations, Sick Leave, Holiday										\$ 16,302.00
(2) Health Insurance **										\$ 0
(3) Payroll Taxes & Workers' Compensation										\$ 29,343.60
(4) Welfare and Pension										\$ 0
<b>Total Annual Employee Benefits (1+2+3+4)</b>										\$ 45,645.60
(5) Equipment Costs										\$ 103,074.00
(6) Service and Supply Costs										\$ 65,668.00
(7) General and Administrative Costs										\$ 43,845.00
(8) Profit										\$ 30,049.28
<b>Total Annual Other Costs (5+6+7+8)</b>										\$ 242,630.28
<b>TOTAL ANNUAL PRICE</b>										\$ 396,961.88

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

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

Jere Costello Signature  
 Jere Costello March 3, 2011 Date  
 Name of Proposer



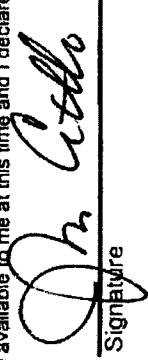
STAFFING PLAN AND COST METHODOLOGY FOR STREET SWEEPING SERVICES IN VALINDA/HACIENDA HEIGHTS (2011-PA002)

PROPOSER: CleanStreet

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Street Sweeper Driver		8	8	8	8	8	8	2,080	16.00	\$ 33,280.00
Street Sweeper Driver		8	8	8	8	8	8	2,080	16.00	\$ 33,280.00
Street Sweeper Driver		6	6	6	6	6	6	1,560	16.00	\$ 24,960.00
Supervisor		3	3	3	3	3	3	780	19.00	\$ 14,820.00
										\$
										\$
										\$
										\$
										\$
										\$
<b>Comments/Notes:</b>										
Total Annual Salaries \$ 106,340.00										
(1) Vacations, Sick Leave, Holiday \$ 11,697.40										
(2) Health Insurance ** \$ 0										
(3) Payroll Taxes & Workers' Compensation \$ 30,838.60										
(4) Welfare and Pension \$ 0										
Total Annual Employee Benefits (1+2+3+4) \$ 42,536.00										
(5) Equipment Costs \$ 76,000.00										
(6) Service and Supply Costs \$ 107,650.00										
(7) General and Administrative Costs \$ 80,602.64										
(8) Profit \$ 48,249.28										
Total Annual Other Costs (5+6+7+8) \$ 312,501.92										
<b>TOTAL ANNUAL PRICE</b>									<b>\$ 461,377.92</b>	

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

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

CleanStreet  
 Name of Proposer  
  
 Signature  
 March 3, 2011  
 Date







COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping  
2011-PA002

from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

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

**Part I: Jury Service Program is Not Applicable to My Business**

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

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

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

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

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

**Part II: Certification of Compliance**

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

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

Print Name:	Title:
Signature:	Date:

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

CleanStreet will NOT be using Subcontractors of any kind.	Street Sweeping 2011-PA002
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This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2006	2007	2008	2009	2010	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

Name of Proposer or Authorized Agent (print)	Date
Signature	

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping  
2011-PA002

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) \_\_\_\_\_

of \_\_\_\_\_  
Name of proposer

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

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

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

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

<p><b>CleanStreet will NOT be using Subcontractors of any kind.</b></p>	<p>Street Sweeping 2011-PA002</p>
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Proposer's Name
Address
Internal Revenue Service Employer Identification Number

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

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

Proposer	
Authorized representative	
Signature	Date

<p><b>CleanStreet will NOT be using Subcontractors of any kind.</b></p>	<p><b>Street Sweeping 2011-PA002</b></p>
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All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:
My County (WebVen) Vendor Number:

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

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

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping  
2011-PA002

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

OR

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

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

Signature	Title
Firm Name	Date

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping  
2011-PA002

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION

YES

NO

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

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ( ) ( )

Signature

Date

Name and Title (please type or print)



CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping  
2011-PA002

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

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

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

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

**FORM LW-2 - APPLICATION FOR EXEMPTION (continued)**

<b>CleanStreet will NOT be using Subcontractors of any kind.</b>	Street Sweeping 2011-PA002
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Living Wage Program; OR

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**Additional Information**

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

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

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

- Monthly                       Quarterly                       Bi-Annual

- Annually                       Other (Specify): \_\_\_\_\_

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

<p><b>CleanStreet will NOT be using Subcontractors of any kind.</b></p>	<p style="text-align: center;"><b>Street Sweeping 2011-PA002</b></p>
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**Contractor Living Wage Declaration**

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

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

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

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

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- |                                   |   |                                    |
|-----------------------------------|---|------------------------------------|
| <input type="checkbox"/> Monthly  | <input type="checkbox"/> Quarterly              | <input type="checkbox"/> Bi-Annual |
| <input type="checkbox"/> Annually | <input type="checkbox"/> Other: _____ (Specify) |                                    |

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping  
2011-PA002

and makes the following statements on behalf of his or her Firm. CHECK EACH AFFIRMATIVE BOX.

**LIVING WAGE ORDINANCE:**

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

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

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

**LABOR LAW/PAYROLL VIOLATIONS :**

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

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

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

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

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

**HISTORY OF DEBARMENT (Check one):**

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

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

\_\_\_\_\_  
Owner's/Agent's Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Date

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping  
2011-PA002

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

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

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

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

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS**

<p>CleanStreet will NOT be using Subcontractors of any kind.</p>	<p style="text-align: center;">Street Sweeping 2011-PA002</p> <p>regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.</p> <p>Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.</p> <p style="text-align: center;"><b>ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.</b></p>
--	--

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

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

**QUESTION**

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping  
2011-PA002

in sheets, computerized check in, call-in system, or some other method?

**3. RECORDS OF ACTUAL TIME WORKED**

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, or office staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?
- 3.8. **ATTACH ACTUAL COPIES OF THESE RECORDS**  
**(Please blank out any personal information).**

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

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

create payroll, what is the source document that is used?

- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

**5. BREAKS**

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?



RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping  
2011-PA002

- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
- 6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

**QUESTION**

CleanStreet will NOT be using Subcontractors of any kind.

Street Sweeping  
2011-PA002

payroll takes to create a check, starting from the source document through the issuance of a check.

7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

**8. AUTOMATED PAYROLL SYSTEM**

8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.

8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?

8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

Street Sweeping  
2011-PA002

CleanStreet will NOT be using Subcontractors of any kind.

**QUESTION**

- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
  - a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
  - b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

**10. OVERTIME**

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

DATED: \_\_\_\_\_ PROPOSER'S SIGNATURE: \_\_\_\_\_

# LIVING WAGE ORDINANCE

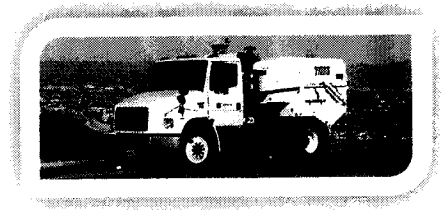


CleanStreet will be paying its employees working on this contract at least the living wage.



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

# ADDITIONAL INFORMATION

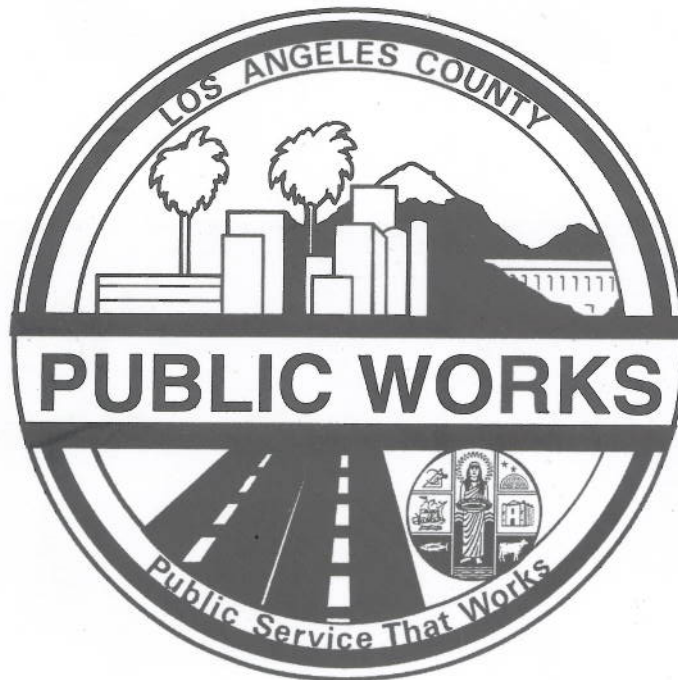


There is no additional information we wish to present.



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

# Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

R.F. DICKSON CO., INC.

FOR

STREET SWEEPING SERVICES IN  
VALINDA/HACIENDA HEIGHTS

77645

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- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Project Location/Vicinity Maps**
- EXHIBIT G Sample Fuel Adjustment Calculation**

AGREEMENT FOR

STREET SWEEPING SERVICES IN VALINDA/HACIENDA HEIGHTS

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of August, 2011, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and R.F. DICKSON CO., INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 10, 2011, hereby agrees to provide services as described in this Contract for street sweeping services in Valinda/Hacienda Heights.

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

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.3, an amount not to exceed \$469,456 (which includes \$42,677 for disposal and fuel adjustments in accordance with the contract) per year or such greater amount as the Board may approve (Maximum Contract Sum).

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

**FIFTH:** The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.3, Schedule of Prices.

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

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

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

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

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

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

**ELEVENTH:** The CONTRACTOR may request an annual adjustment on 5 percent of the hourly rate of compensation set forth in Form PW-2.3 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy (DOE). The following DOE websites will be utilized for fuel adjustments:

- for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County

approved websites.

- for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/ Institutional" at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County approved websites.
- for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County approved websites as appropriate to the vehicle(s) used. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the Proposal submission date and the fuel price most recently published for the month of requesting date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation.

A sample calculation is included in Exhibit G. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

TWELFTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Form PW-2.3 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated based on the disposal fee charged after the commencement date of this Contract and the disposal fee charged on this Contract's renewal date(s). Only 5 percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR shall substantiate the change in cost for refuse disposal to the satisfaction of the Director. The CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish the most current disposal fees. The CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

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





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

COUNTY OF LOS ANGELES

By Mike Antonovich  
Mayor, County of Los Angeles

ATTEST:

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



By [Signature]  
Deputy

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

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

By [Signature]  
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By [Signature]  
Deputy

R.F. DICKSON COMPANY, INC.

By [Signature]  
Its President

Steve Dickson  
Type or Print Name

By [Signature]  
Its Secretary

Scott Dickson  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 AUG 30 2011

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77645

# ACKNOWLEDGMENT

State of California  
County of LOS ANGELES

On 7-22-11 before me, CINDY J. GALINDO, NOTARY PUBLIC,  
personally appeared SCOTT DICKSON

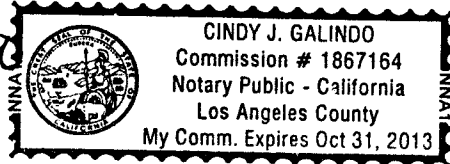
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

*Cindy J. Galindo*  
CINDY J. GALINDO



# ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 7-21-2011 before me, CINDY J. GALINDO, NOTARY PUBLIC

personally appeared STEVE DICKSON

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

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

WITNESS my hand and official seal.

Signature

Cindy J. Galindo  
CINDY J. GALINDO





SCOPE OF WORK  
STREET SWEEPING SERVICES

A. Public Works Contract Manager

Public Works Contract Manager will be:

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

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

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

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

B. Work Location

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

Exhibit F.1 – South Whittier

Exhibit F.2 – West Whittier

Exhibit F.3 – Valinda/Hacienda Heights Area

Exhibit F.4 – Azusa/Covina/Claremont Area

Exhibit F.5 – Marina del Rey Area, et. al., Road Divisions 233 and 433  
(RD 233 and RD 433)

C. Work Description

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

operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

Sweeping a street shall normally consist of a single pass, both brooms down, at a maximum speed of not more than six miles per hour (eight miles per hour in South and West Whittier) on each side of the street adjacent and parallel to the curb face and shall include curb returns and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

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

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

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

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

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

D. Work Schedule

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

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

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

1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted days and hours. After the contract has been awarded, a list of posted streets shall be provided to the Contractor.
2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup (but no more than two days after trash pickup). Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website: <http://ladpw.org/epd/cleanla/default.html>.
3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.
4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.
5. Major highways shall not be swept during peak traffic hours.
6. Residential areas, except for streets adjacent to schools, shall not be swept prior to 7 a.m. or after 3:30 p.m.
7. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

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

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

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

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

F. Inclement Weather

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

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

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

H. Standard of Performance

The primary objective of street sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure the free flow of water in the gutter and to maintain streets in a state of cleanliness. The Contract Manager will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed (i.e. area was not swept, debris remaining on the gutter, etc.) the Contract Manager may direct Contractor to resweep the subject areas during the same business day. If the area(s) cannot be reswept during the same business day by Contractor, the Contract Manager may deduct payment to Contractor in accordance with this Exhibit's paragraph S, Inspection and Acceptance of the Work.

I. Contractor's Sweepers Mandatory Requirements

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

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

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

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

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

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

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

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

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

L. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of Contractor. Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System. When storage of refuse and debris is necessary prior to disposal, Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

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

M. Utilities/Water

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

N. Storage Facilities

The County will not provide storage facilities for the Contractor.

O. Right of Way

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

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

P. Authority of Board and Contract Manager

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

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

Q. Best Management Practices

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

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

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

<u>NO.</u>	<u>MATERIAL MANAGEMENT</u>
CD10 (2)	Material Delivery and Storage
CD11 (2)	Material Use
CD12 (2)	Spill Prevention and Control

<u>NO.</u>	<u>WASTE MANAGEMENT</u>
CD13 (2)	Solid Waste Management
CD14 (2)	Hazardous Waste Management
CD15 (2)	Contaminated Soil Management

CD16 (2) Concrete Waste Management

NO. VEHICLE AND EQUIPMENT MANAGEMENT

CD18(2) Vehicle and Equipment Cleaning

CD19(2) Vehicle and Equipment Fueling

CD20(2) Vehicle and Equipment Maintenance

NO. TRAINING

CD40 Employee/Subcontractor Training

NO. PHYSICAL STABILIZATION

CD26A(2) Soil Stabilizer/Dust Control

Additional BMPs may be required as a result of a change in the actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMP for Contractor activities shall be continually implemented throughout the year. BMP for erosion control and sedimentation shall be implemented during the period from October 15, to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMP for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or operation which may produce runoff and whenever runoff from other sources may occur.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMPs shall be considered as included in the Total Annual Proposed Price shown in Form PW-2, Schedule of Prices. Should Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and Contractor that \$1,000 per day is the minimum value of the cost and actual damage caused by Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, \$1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified



for this Contract and/or is otherwise in noncompliance with these provisions. In addition, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due to Contractor, amounts necessary to cover such fines and costs.

R. Prosecution of Work

To minimize public inconvenience, Contractor shall diligently prosecute the work in the manner and at the times specified in this Exhibit A, Scope of Work, and shall at all times comply with the approved sweeping schedule. If, as determined by the Contract Manager, Contractor fails to prosecute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the Contract Manager, immediately resume diligent prosecution of the work. All cost of prosecuting the work as described herein shall be included in Contractor's Total Annual Proposed Price.

Should Contractor continue to fail to prosecute the work diligently after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part until such time as the Contract Manager, in his or her sole discretion, determines that Contractor will resume diligent prosecution of the work. All expenses and losses incurred by Contractor as a result of such suspensions shall be borne by Contractor.

S. Inspection and Acceptance of the Work

Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph AA, Quality Control. Contractor shall routinely inspect the work to ensure compliance with the Plans and Specifications, approved schedules, and Contractor quality standards.

The Contract Manager may inspect the work to assure that the quality of street sweeping services is in compliance with Terms and Conditions of this Contract. The Contract Manager may inspect by sampling the quality of the work at up to 20 random locations immediately after they are scheduled to be swept.

A "location" is generally defined as an alley and/or side of any street between two adjacent streets, a cul-de-sac, and/or a dead-end street. A 5 percent deduction of payment for that day's sweeping mileage shall be assessed for each and every location that is not swept in accordance with these Specifications and Plans. Photos and documentation for all deficient locations will be provided to Contractor on the working day following the inspection for all deficient locations.

The Contract Manager will use the following general guidelines to determine if the street was swept properly:

1. No debris shall be in or on the street or gutter within 8 feet of the curb face. Debris includes, but is not limited to, trash, grass, leaves, soil, bottles, broken glass, rocks, and other refuse.
2. A trail of debris shall not be left along the street or gutter.
3. An inordinate amount of debris, which would indicate that the location had not been swept properly.

T. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the interest of the County. Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to Contractor on the part of the County except as otherwise specified in this Exhibit's paragraph DD, Additional Sweeping.

U. Noncompliance with Plans and Specifications

Failure of Contractor to comply with any requirement of these Specifications and Plans, and to immediately remedy any such noncompliance upon notice from the Contract Manager, may result in suspension of this Contract's monthly payments. Any monthly payments so suspended shall remain in suspension until Contractor's operations are brought into compliance to the satisfaction of the Contract Manager. No additional compensation will be allowed as a result of suspension of the monthly payments due to noncompliance with these Specifications and Plans.

V. Contractor's Equipment Compliance with Laws and Regulations

1. Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.
2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by Public Works. The Contract Manager or a designee may inspect Contractor's vehicles employed in the Contract work at any time without notice.

3. In the event of mechanical breakdown of an alternate-fuel street sweeper; and only if no other alternate-fuel street sweeper is available, Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.
4. Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph H, Standard of Performance.
5. Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping directed by the Contract Manager. All equipment shall be clearly marked with Contractor's name and vehicle number. Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.
6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

W. Global Positioning System

1. Primary and backup sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.
2. The GPS shall be Internet based (direct internet connection) or require additional software to access the GPS provider's data. If Internet based, Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, Contractor shall provide software for installation on two Public Works computers.

3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.
4. Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.
5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.
6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.
7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every one minute when brooms are down.
8. The minimum locate schedule shall be every 15 minutes when brooms are up.
9. The GPS shall generate an e-mail alert when the following events occur:
  - a. Sweeper exceeds six miles per hour (eight miles per hour in South and West Whittier) and brooms are down.
  - b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.
10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.
11. Authorized Public Works employees can generate and print reports at any time.
12. All reports shall have the capability to be downloaded in other formats such as Microsoft Excel or Word.
13. Data shall be available for immediate downloading for a minimum of three months. After three months, data shall be backed up and be made available at Public Work's request.

X. Reports

In addition to other data filed with the County by Contractor, Contractor shall, on the second working day of each week, file a report with the Contract Manager enumerating the following information for the previous week:

1. Curb Miles and Paved Alley Miles swept each day.
2. Scheduled Curb Miles and Paved Alley Miles swept and areas missed.
3. When missed areas were swept.
4. Number of complaints received each day.
5. Reasons scheduled sweeping was not performed or completed as scheduled.
6. Waste tonnage summary and copies of waste disposal receipts.

Y. Measurement

The Contractor is required to design an approved weekly "alternate day" sweeping schedule for all areas except Marina del Rey, et al., RD 233 and RD 433 contract. There is no separate bid item for creating this schedule.

The basis of measurement and payment shall be by the Curb Mile for curbed streets and the Paved Alley Mile for paved alleys. On streets and highways, Curb Miles shall be measured toward the center of the rights of way from and parallel to the curb face. Measurement of medians will be continual and no deduction will be made for left-turn pockets or intersecting streets.

Additional sweeping of streets, as defined in this Exhibit's paragraph CC, Additional Sweeping, that require the total width of the street to be swept shall be measured on the basis of the width of street in feet divided by 10 (both gutter brooms down) to determine the Curb Miles per mile of length.

Z. Contractor's Representative

Before starting the work, Contractor shall designate, in writing, a County-approved representative who shall have complete authority to act for it. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to Contractor or its representative.

In order to communicate with the County, Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

AA. Quality Control

Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Plans, Specifications, and approved schedule of services.

Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractor's Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

BB. Plans and Specifications

Included as part of this Contract are Exhibits F.1 through F.5 Project Location/Vicinity Maps showing the locations of streets and alleys included in this service area.

The Plans, these Specifications, and other contract documents shall govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

While it is believed that much of the information pertaining to conditions, which may affect the cost of the work, will be shown on the Plans or indicated in the Specifications, the County does not warrant the completeness or accuracy of such information. Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site. Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Contract Manager.

CC. Additional Sweeping

Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Plans at any time when ordered by the Contract Manager. Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, as appropriate. The method of payment will be determined by the Contract Manager.

The need for additional sweeping may be because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the streets. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as ordered by the Contract Manager.

Additional sweeping will normally be confined to sweeping the curb lane. However, if additional sweeping requires the total width of the street(s) to be swept, then compensation will be at the Contract's Unit Price per Curb Mile as defined in this Exhibit's paragraph Y, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph H, Standard of Performance.

Compensation for extra sweeping will be for a minimum of 16 Curb Miles with no allowance for travel time under one of the following circumstances: a) the sweeper shall return to the area after having left when regular sweeping was completed; b) the extra sweeping is on a day when no regular sweeping is scheduled; or c) an additional sweeper must be brought to the area.

Notwithstanding the above, the County has the option on additional sweeps to compensate Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a nonroutine manner. In these cases, the hourly rate paid by the County to Contractor shall be equal to four times the Contract's Unit Price per Curb Mile. Minimum payment will be equivalent to payment for 16 Curb Miles.

DD. Changes Resulting from Schedule Disruption

During this Contract period, Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians, in accordance with a schedule to be approved by the Contract Manager. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph H, Standard of Performance, and shall be performed by Contractor at the Contract's Unit Price per Curb Mile and

will not be considered additional sweeping as defined in this Exhibit's paragraph CC, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall when ordered by the Contract Manager be swept within two working days of the regularly scheduled sweeping day without interruption of the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph H, Standard of Performance, and shall be performed by Contractor at the Contract Unit Price per Curb Mile and shall not be considered additional sweeping.

In the event Contractor is prevented from completing the sweeping as provided in the approved schedule because of reasons other than inclement weather or holidays, Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

EE. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the weekly sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Project Location/Vicinity Maps (Exhibits F.1 through F.5). As streets and alleys are improved, they will be added to the weekly sweeping schedule. Compensation to Contractor will be based on the Curb Miles added multiplied by the Contract's appropriate Unit Price.

Streets and alleys initially included in the schedule that are vacated by order of the Board will be deleted from the weekly schedule and the affected Curb Mileage deducted from this Contract's quantities.

Additions and/or deletions of Curb Mileage may affect the approved schedule and appropriate adjustments will be allowed subject to approval by the Contract Manager.

FF. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a City, Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile until the termination date of this Contract or as directed by the County. The County may direct Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys within the incorporated area that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County



may, at the request of Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

GG. Changed Conditions

Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will materially increase or decrease the costs of any portion of the work, a Change Order will be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2, Schedule of Prices.

If the Contract Manager determines that the conditions of which it has been notified by Contractor do not justify an adjustment in compensation, Contractor will be notified in writing.

HH. Communications and Public Relations

Contractor shall provide a telephone answering service, toll free to residents of the area to be swept under this Contract and the County Road Maintenance Division District office responsible for the area, from 7:30 a.m. to 4:30 p.m., Monday through Friday, except on legal holidays. The answering service shall have the capability of contacting sweepers by radio or paging equipment for the purpose of relaying instructions from the Contract Manager and to receive citizen complaints.

The telephone number shall be listed in the telephone directory for the area and shall be listed by Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by Contractor. Complaints brought to Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to Contractor's attention after 3 p.m. shall be investigated before noon of the following day.

A complaint form shall be filled out for each complaint referred to or received by Contractor. The form, which must be approved by the Contract Manager, shall be filed with the County on the first working day following the day the complaint was received. Contractor shall report what actions were necessary to resolve each complaint.

II. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

JJ. Project Site Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment shall take any and all actions appropriate to providing a safe service area.

KK. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's Injury and Illness Prevention Program and Code of Safe Practices. Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

LL. Automated Parking Enforcement System (Photo Enforcement System)

The County may desire to have the ability to issue automated enforcement citations for parking violations during the designated hours of operation for a street-sweeping parking lane as may be provided in Section 40245 et seq. of the California Vehicle Code. When requested by the Contract Manager, the Contractor shall permit the placement of a digital camera system by a County-approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. The Contractor shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. The Contractor shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor. The County will reimburse the Contractor for costs directly associated with the implementation and continuous compliance with the Photo Enforcement System, upon presentation of the invoice submitted to the Contractor by the County-approved private vendor.

MM. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated

damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
  - d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E - Defaulted Property Tax Reduction Program, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

E. Complaints



Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion,

ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract

termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make

any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor

Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination

provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.



BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such

material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is

for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Security and Background Investigations

Security and background investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor;
  - b. A draft copy of the proposed subcontract; and
  - c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or

understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice; and
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the



Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;  
or
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph E of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance



Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Administrative Services Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies

the Required Insurance provisions herein.

4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to

reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents,

Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
  
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.



SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## SECTION 9

### COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

#### A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

#### B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## SECTION 10

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.



SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2010)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

#### Can My Employees Get Advance EIC Payments?

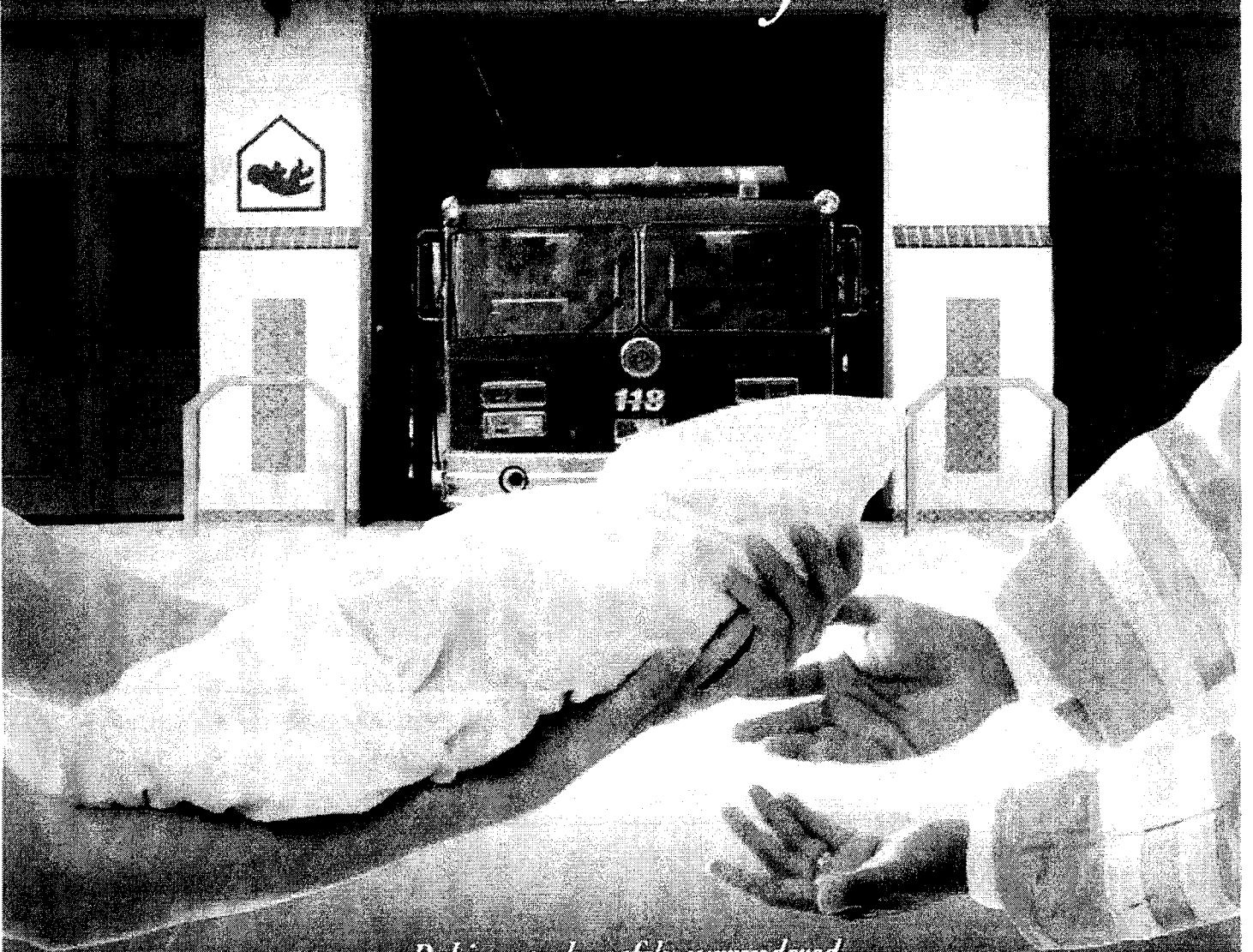
After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

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Notice **1015** (Rev. 12-2010)  
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](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

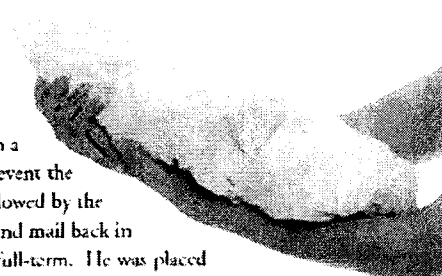
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafe1a.org](http://www.babysafe1a.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.



- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

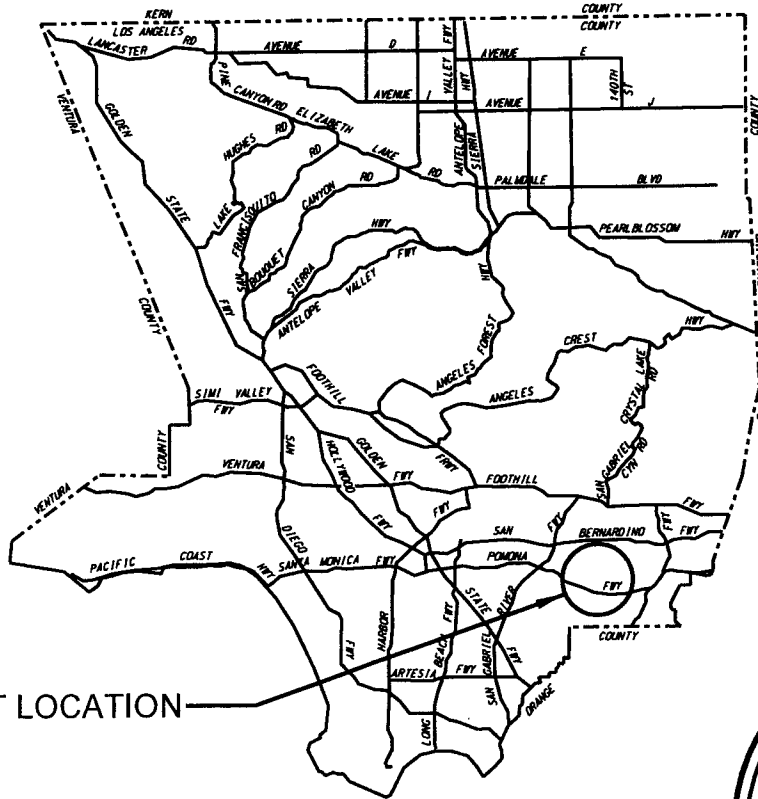
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

# LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

## VALINDA / HACIENDS HEIGHTS AREA STREET SWEEPING

TOTAL LENGTH = 361.06 MILES



PROJECT LOCATION

### VICINITY MAP

No Scale



#### INDEX OF SHEETS

SHEET	1	Title Sheet
SHEET	2 - 9	Valinda Corridor Location Maps
SHEET	10	Hacienda Hts. Location Map
SHEET	11	Summary, Alleys & Medians

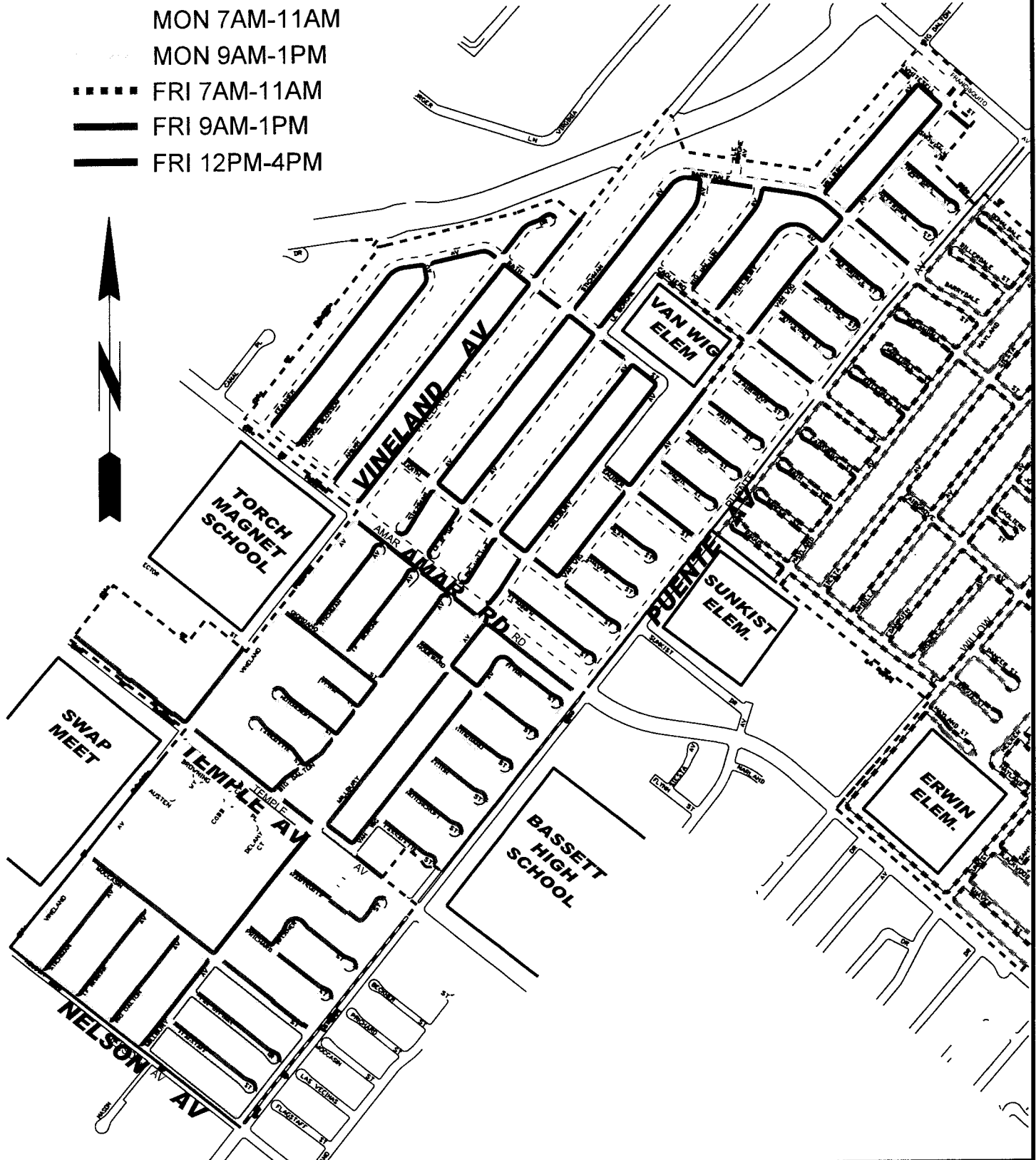
APPROVED	Gail Farber	DIRECTOR OF PUBLIC WORKS
	DEPUTY DIRECTOR	DATE
SUBMITTED		
	ASST. DEPUTY DIRECTOR-RD.MAINT.DIV.	DATE
REVIEWED		
	DISTRICT ENGINEER-RD.MAINT.DIST. 1	DATE

REFERENCES	THOMAS GUIDE	638, 678
	ROAD DISTRICT	117, 416

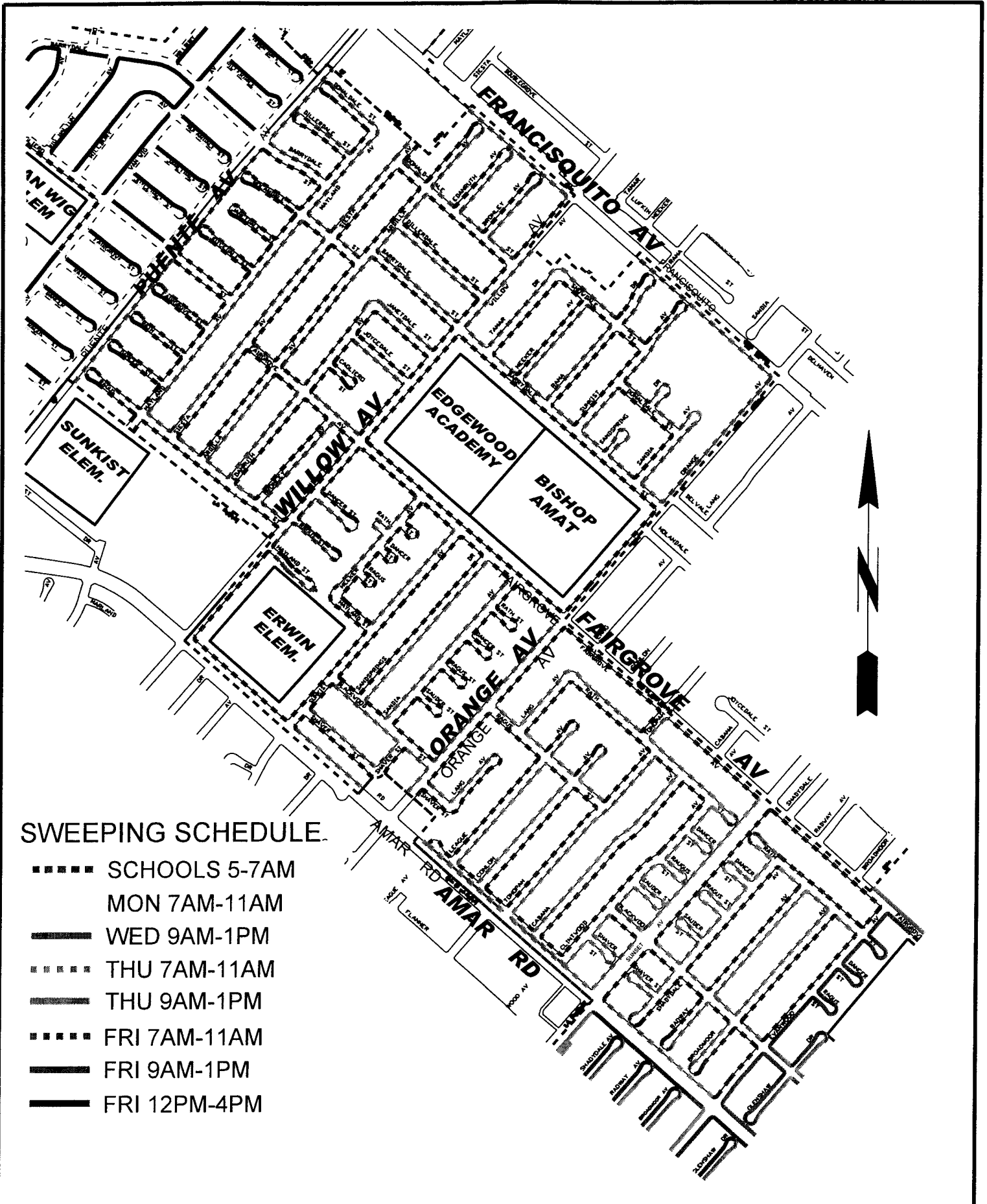
PROJECT ENGINEER	C.E. NO.	DESIGNER	CHECKER	SHEET 1 OF 11 SHTS.
D. OBOZA	C 70709	D. OBOZA	J. COLLINS	DWG. NO.

# SWEEPING SCHEDULE

- SCHOOLS 5-7AM
- MON 7AM-11AM
- MON 9AM-1PM
- FRI 7AM-11AM
- FRI 9AM-1PM
- FRI 12PM-4PM



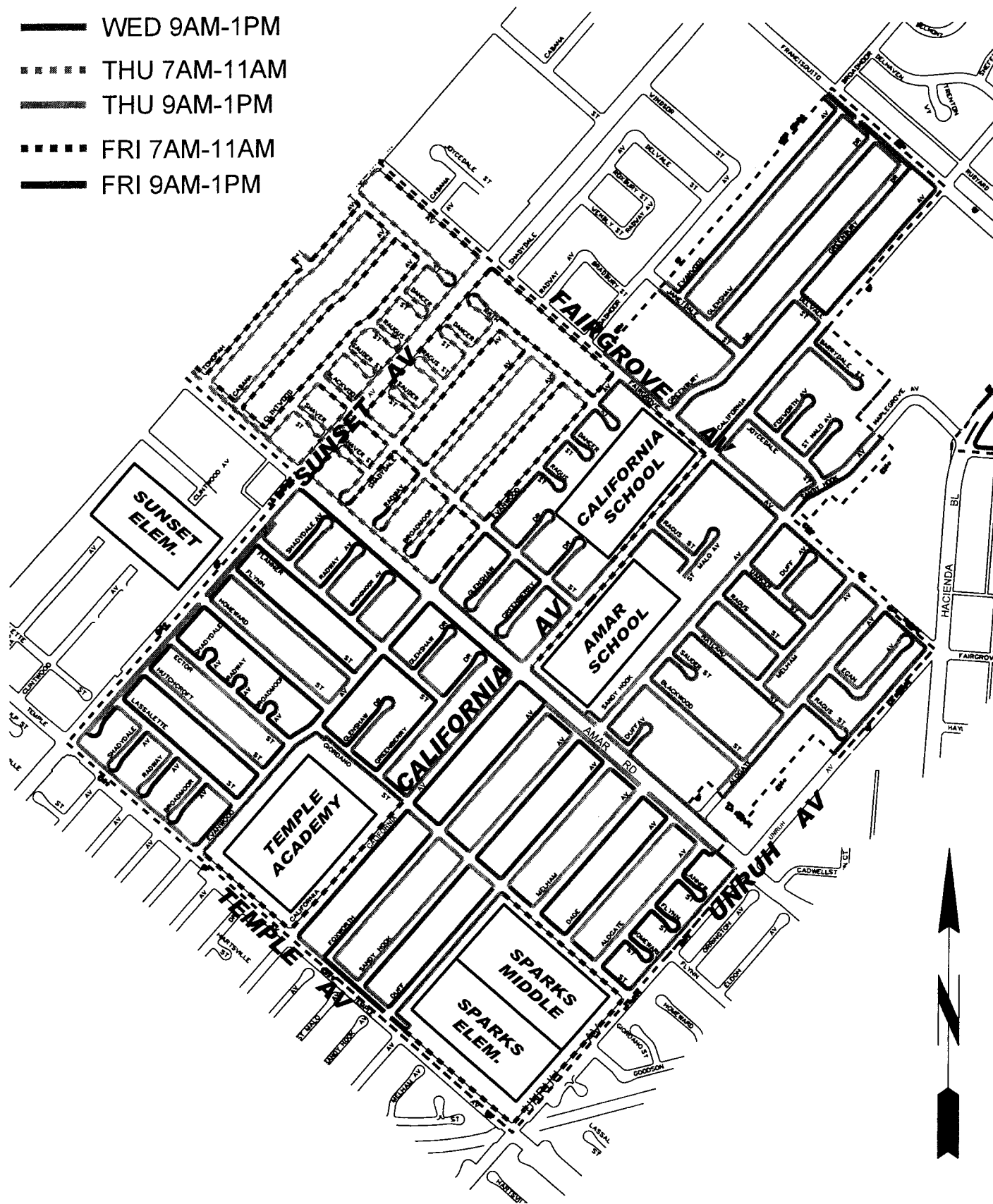
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PROJECT ENGINEER	D. OBOZA	C.E. NO.	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G.	FILENAME	SCALE	SHEET
		C 7079		638-B2		NONE	2 OF 11



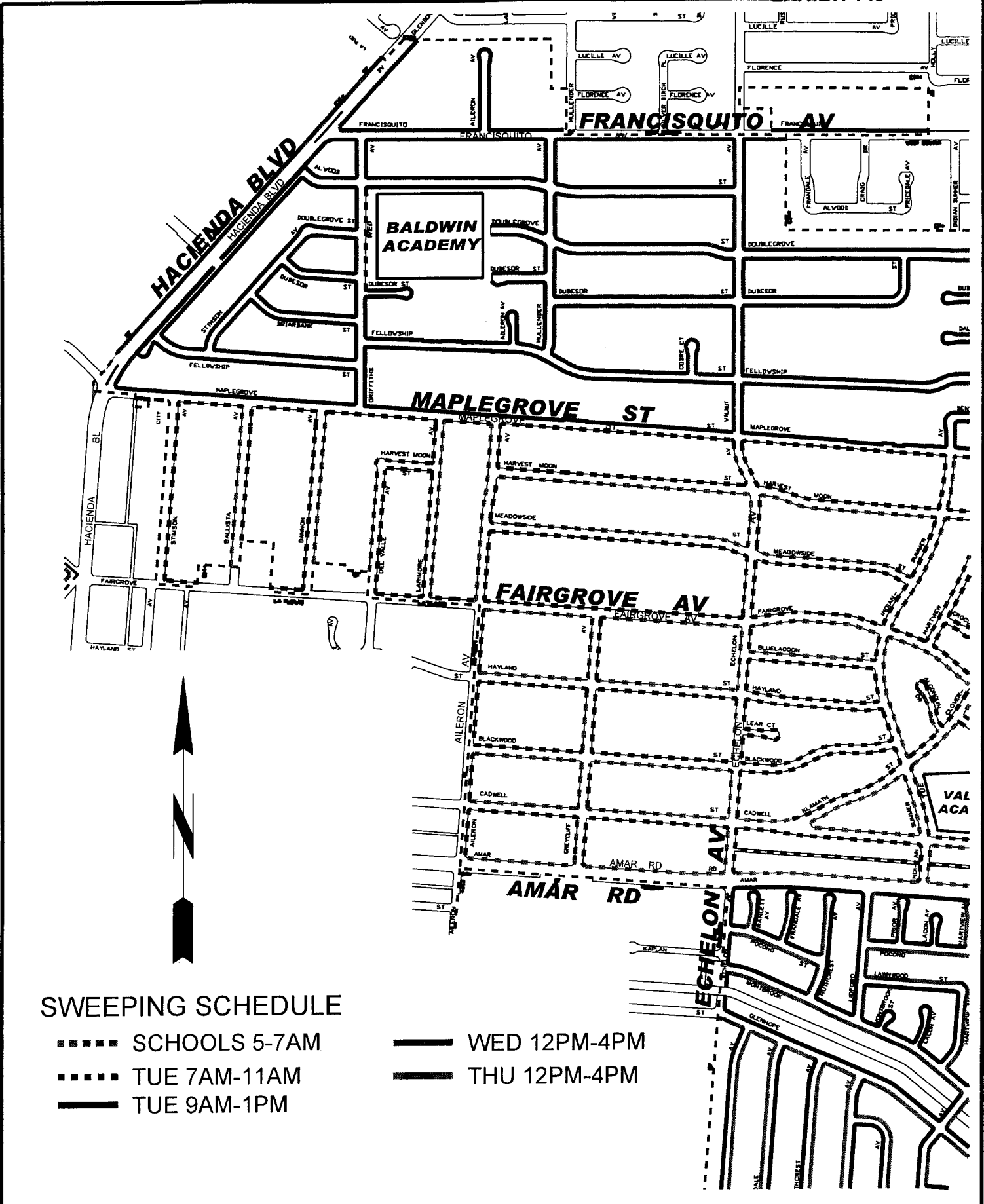
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PROJECT ENGINEER	D. OBOZA	C.E. NO. C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	FILENAME	SCALE NONE	SHEET 3 OF 11

# SWEEPING SCHEDULE

- SCHOOLS 5-7AM
- WED 9AM-1PM
- THU 7AM-11AM
- THU 9AM-1PM
- FRI 7AM-11AM
- FRI 9AM-1PM



PROJECT NAME		VALINDA / HACIENDA HEIGHTS STREET SWEEPING				PROJECT I.D.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	FILENAME	SCALE NONE	SHEET 4 OF 11

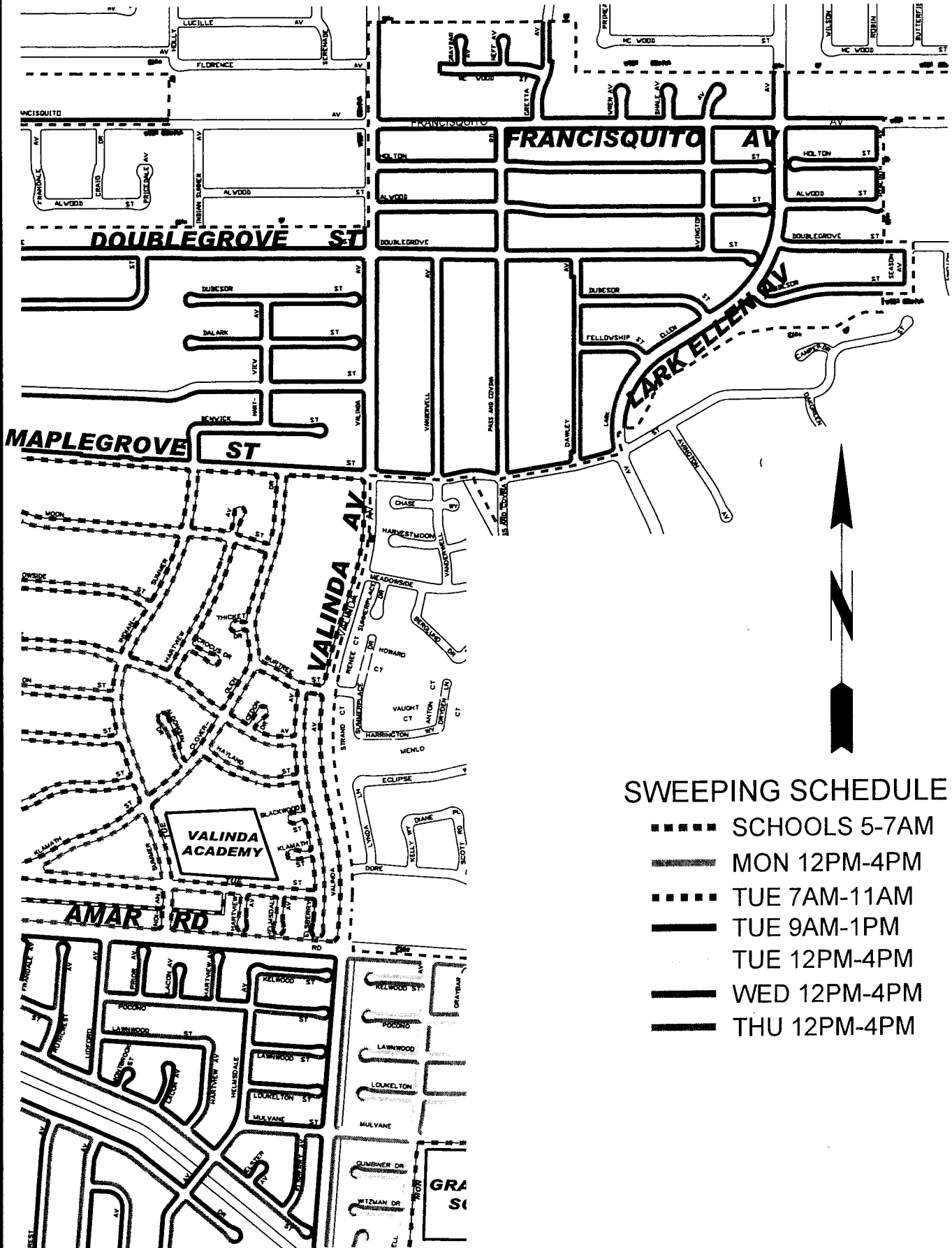


**SWEEPING SCHEDULE**

- SCHOOLS 5-7AM
- ..... TUE 7AM-11AM
- TUE 9AM-1PM
- WED 12PM-4PM
- THU 12PM-4PM

PROJECT NAME		VALINDA / HACIENDA HEIGHTS STREET SWEEPING				PROJECT I.D.		
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		C 7079					NONE	5 OF 11





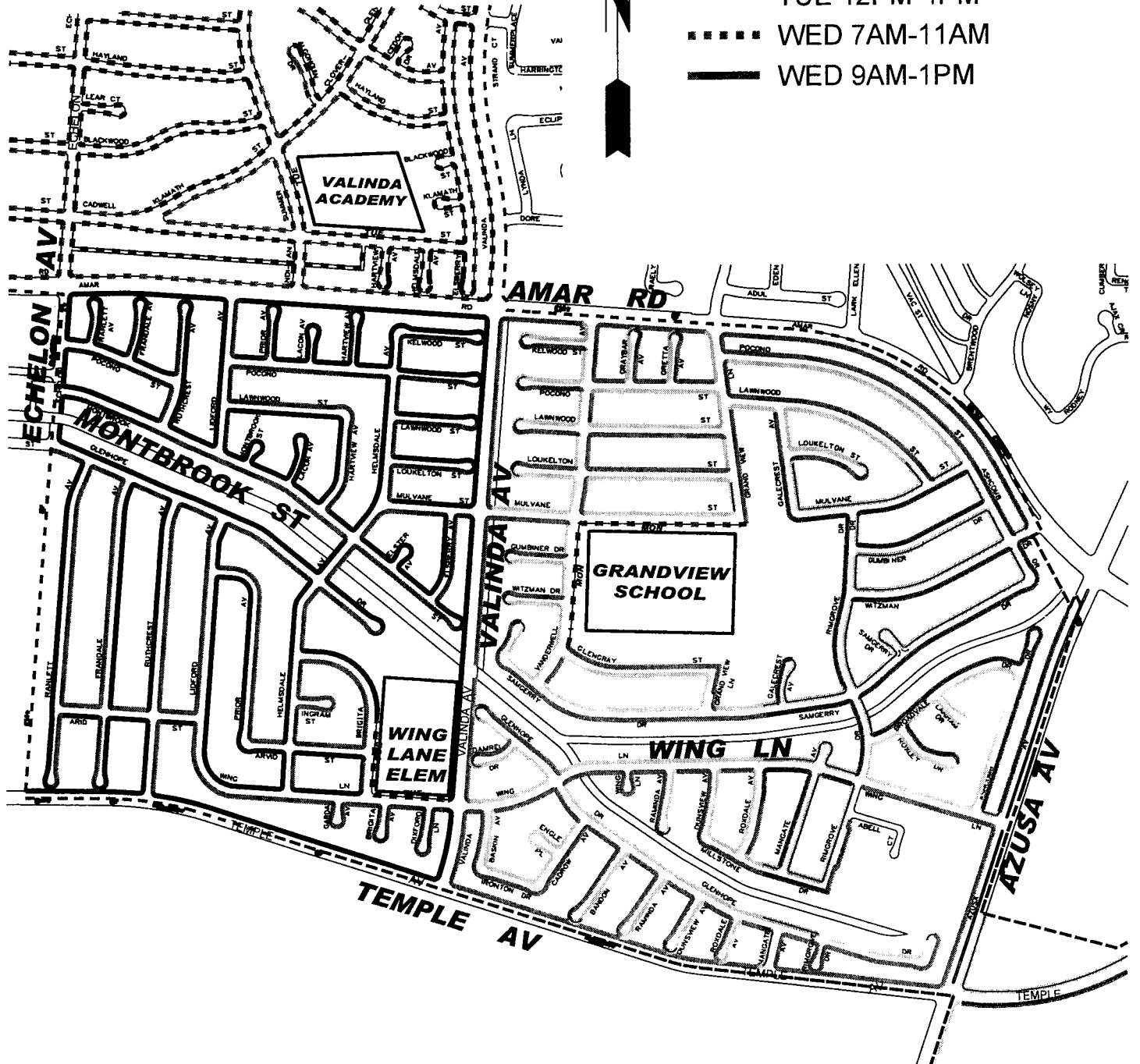
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- SCHOOLS 5-7AM
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- TUE 12PM-4PM
- WED 12PM-4PM
- THU 12PM-4PM

PROJECT NAME		VALINDA / HACIENDA HEIGHTS STREET SWEEPING			PROJECT I.D.	
PROJECT ENGINEER	D. OBOZA	C.E. NO. C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	FILENAME	SCALE NONE
					SHEET	6 OF 11

### SWEEPING SCHEDULE

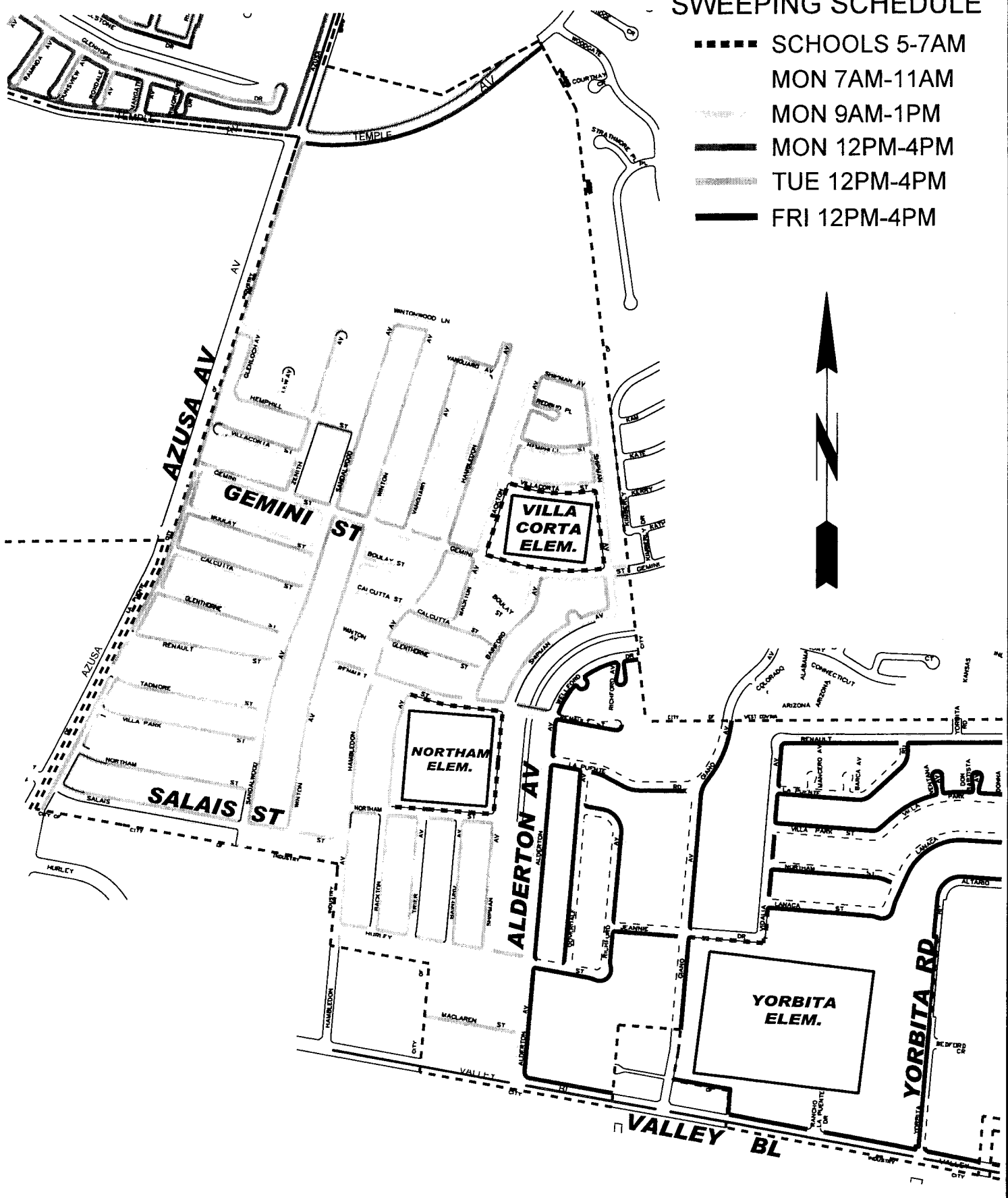
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- TUE 12PM-4PM
- ..... WED 7AM-11AM
- WED 9AM-1PM



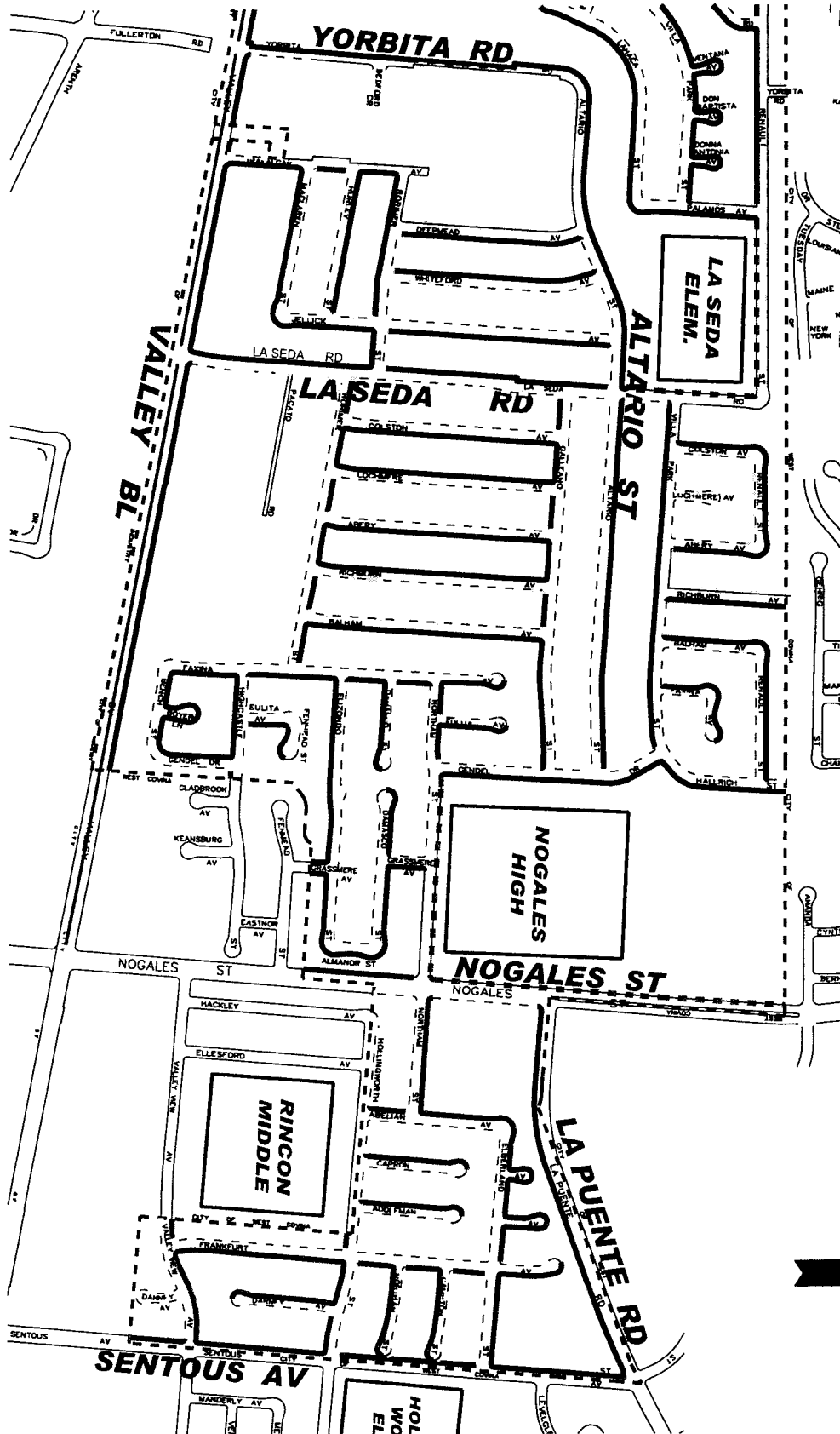
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PROJECT ENGINEER	D. OBOZA	C.E. NO. C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	FILENAME	SCALE NONE	SHEET 7 OF 11

# SWEEPING SCHEDULE

- SCHOOLS 5-7AM
- MON 7AM-11AM
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PROJECT NAME		VALINDA / HACIENDA HEIGHTS STREET SWEEPING				PROJECT I.D.		
PROJECT ENGINEER	D. OBOZA	C.E. NO.	C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE	SHEET
				ROAD MAINTENANCE DIVISION - DISTRICT 1	638-B2		NONE	8 OF 11



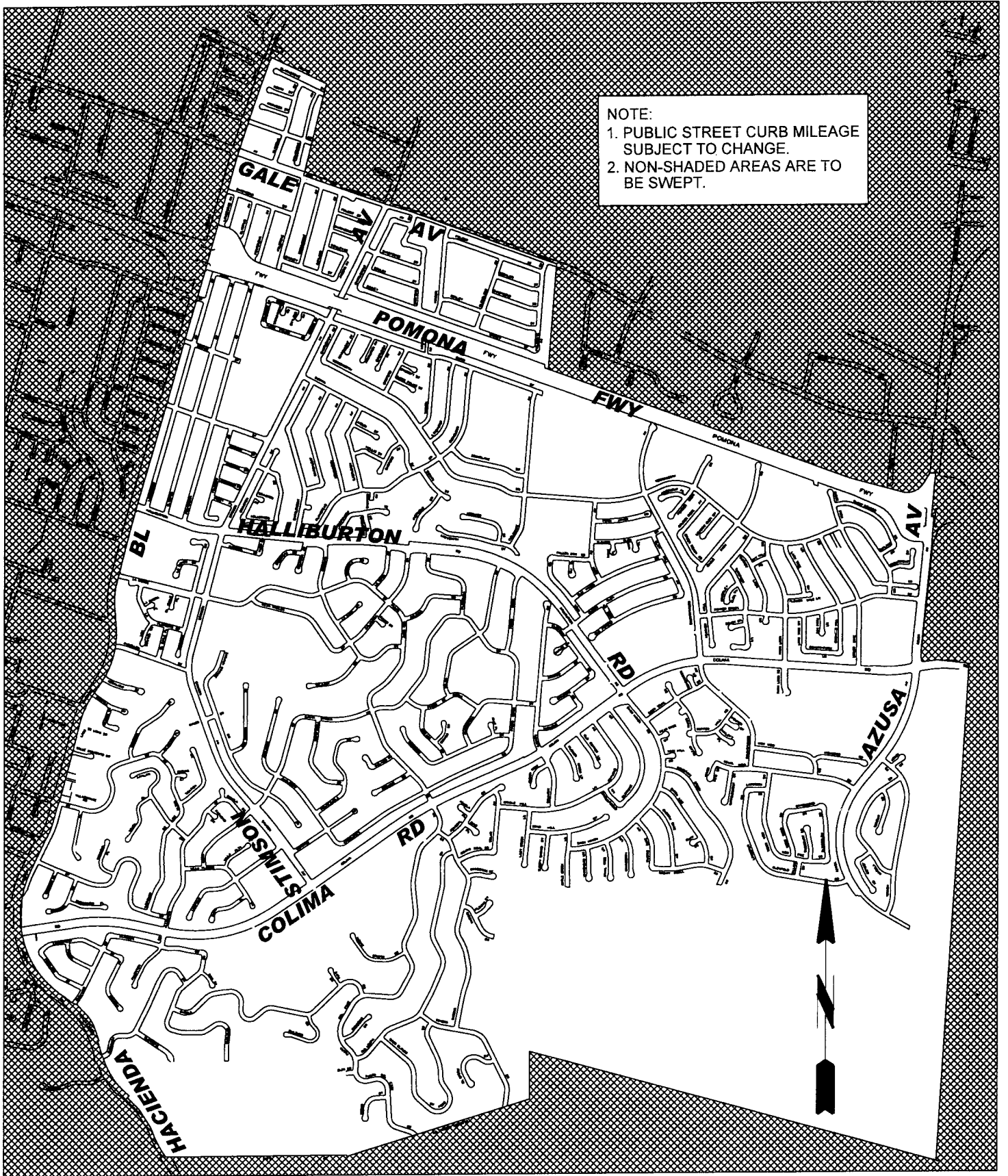
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- FRI 12PM-4PM



PROJECT NAME <b>VALINDA / HACIENDA HEIGHTS STREET SWEEPING</b>		PROJECT I.D.				
PROJECT ENGINEER <b>D. OBOZA</b>	C.E. NO. C 7079	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 1	T.G. 638-B2	FILENAME	SCALE NONE	SHEET 9 OF 11

NOTE:  
 1. PUBLIC STREET CURB MILEAGE SUBJECT TO CHANGE.  
 2. NON-SHADED AREAS ARE TO BE SWEEPED.



PROJECT NAME

VALINDA / HACIENDA HEIGHTS STREET SWEEPING

PROJECT I.D.

PROJECT ENGINEER

D. OBOZA

C.E. NO.  
C 70709

LOS ANGELES COUNTY DEPT OF PUBLIC WORKS  
ROAD MAINTENANCE DIVISION - DISTRICT 1

T.G.  
678-D4

FILENAME

SCALE  
NONE

SHEET  
10 OF 11

## SUMMARY OF MILES

<u>TYPE</u>	<u>CURB MILES</u>
Streets and Highways	340.92
Raised Curbed Medians	19.30
Paved Alleys	<u>0.84</u>
<b>TOTAL MILES TO BE SWEEPED:</b>	<b>361.06</b>

**NOTE: ALL UNINCORPORATED COUNTY CURBED PUBLIC STREETS INCLUDING CURBED MEDIANS AND ALLEYS WITHIN SHEETS 2 TO 10 ARE TO BE SWEEPED WEEKLY.**

## ALLEYS

(TO BE SWEEPED EVERY WEEK)

<u>ALLEY LOCATION</u>	<u>LIMITS</u>	<u>CURB MILES</u>
Alley N/o Amar Rd.	Echelon Av. to Indian Summer Av.	0.10
Alley N/o Amar Rd.	Indian Summer Av. to 350' E/o Indian Summer Av.	0.26
Alley N/o Giano Av.	Alley N/o Valley Bl. To Valley Bl.	0.12
Alley E/o Indian Summer Av.	Cadwell St. to Alley N/o Amar Rd.	0.08
Alley N/o Valley Bl.	Giano Av. to 360' E/o Giano Av.	<u>0.28</u>
<b>TOTAL PAVED ALLEY MILES:</b>		<b>0.84</b>

## CURBED MEDIANS

(TO BE SWEEPED EVERY WEEK)

<u>STREET NAME</u>	<u>LIMITS</u>	<u>SIDE</u>	<u>CURB MILES</u>
Amar Rd.	Brentwood Dr. to Witzman Dr.	Both	0.30
Azusa Av.	Amar Rd. to Temple Av.	Both	0.95
Azusa Av.	Bridge N/o Pomona Fwy to Tomich Av.	Both	1.47
Colima Rd.	Hacienda Bl. To Albatross Rd.	Both	6.06
Hacienda Bl.	150' N/o Francisquito Av. to 130' S/o Francisquito Av.	Both	0.11
Hacienda Bl.	150' N/o Maplegrove St. to Maplegrove St.	Both	0.06
Halliburton Rd.	Stimson Av. to Colima Rd.	Both	2.20
Nogales St.	1270' N/o La Puente Rd. to La Puente Rd.	West	0.24
Park Lawn Rd.	Colima Rd. to 290' S/o Colima Rd.	Both	0.11
Puente Av.	Francisquito Av. to Nelson Av.	Both	3.22
Valley Bl.	680' W/o Alderton Av. to 100' W/o Nogales St.	Both	2.88
Valley Bl.	Fairway Dr. to Lemon Av.	Both	<u>1.70</u>
<b>TOTAL CURB MILES:</b>			<b>19.30</b>

PROJECT  
NAME

**VALINDA / HACIENDA HEIGHTS STREET SWEEPING**

PROJECT I.D. No

PROJECT  
ENGINEER

**D. OBOZA**

C.E. NO  
C 70709

LOS ANGELES COUNTY DEPT OF PUBLIC WORKS  
ROAD MAINTENANCE DIVISION - DISTRICT 1

T.G.  
NONE

FILENAME

SCALE  
NONE

SHEET  
11 OF 11

**Sample Fuel Adjustment Calculation**

Following sample data is required to calculate fuel adjustment:

Unit Rate from PW-2, Schedule of Prices: \$15.00

Percentage of Unit Rate Attributable to Fuel Costs: 12% (from Agreement)

Proposal due date: November 2007

One year after Contract start date: July 2009

**Fuel Adjustment (FA) Component for Diesel price:**

Diesel (On-Highway) - November 2007<sup>1</sup> 173.7 cents per Gallon

Diesel (On-Highway) – June 2009<sup>2</sup> 218.7 cents per Gallon

Percent Change = [(June 2009 Price/Gallon – November 2007 Price/Gallon) /  
(November 2007 Price/Gallon) x (100)

[(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (12% of Unit rate x Percent Change in Diesel Price)

= (12% x \$15.00 x 25.9%)

= \$0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.47 = \$15.47

**Fuel Adjustment (FA) Component for Propane price:**

Propane (Commercial/Institutional) - November 2007<sup>1</sup> 173.7 cents per Gallon

Propane (Commercial/Institutional) – April 2009<sup>2</sup> 218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) /  
(November 2007 Price/Gallon) x (100)

[(218.7 - 173.7) / 173.7] x (100) = 25.9%

Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):

= (12% of Unit rate x Percent Change in Propane Price)

= (12% x \$15.00 x 25.9%)

= \$0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.47 = \$15.47

**Fuel Adjustment (FA) Component for CNG price:**

Propane (West Coast) - November 2007 <sup>1</sup>	173.7 cents per Gallon
Propane (West Coast) – April 2009 <sup>2</sup>	218.7 cents per Gallon

Percent Change = [(April 2009 Price/Gallon – November 2007 Price/Gallon) / (November 2007 Price/Gallon) x (100)]  
[(218.7 - 173.7) / 173.7] x (100) = 25.9%  
Percent Change in CNG price: 25.9% increase

Adjusted Unit Rate (FA Component):  
= (12% of Unit rate x Percent Change in CNG Price)  
= (12% x \$15.00 x 25.9%)  
= \$0.47 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.47 = \$15.47

1. The month of the proposal due date.
2. Most recently published fuel price for the requesting month (one year from the contract start date).



R.F. Dickson Co., Inc.  
11000 Vanowen Street  
Van Nuys, CA 91411  
Tel: 818-708-1100  
Fax: 818-708-1101



11000 Vanowen Street  
Van Nuys, CA 91411  
Tel: 818-708-1100  
Fax: 818-708-1101  
www.niks.com

**COUNTY OF LOS ANGELES  
STREET SWEEPING SERVICES  
(2011-PA002)**



**COPY**

**R.F. DICKSON CO., INC.  
BID SUBMITTAL MARCH 10, 2011 AT 5:30 P.M.**



## Our Solution To Beach Pollution

March 10, 2011

Ms. Lorena Calderon  
Administrative Services Division  
County of Los Angeles  
Department of Public Works  
900 South Fremont Ave.  
Alhambra, CA 91803

Ms. Calderon,

Our company, the R.F. Dickson Co., Inc., is a "fourth" generation 60 year old family business, specializing in Contract Municipal Street Sweeping, for Cities, Counties, and State agencies.

We have been providing continuous street sweeping service to the Cities of Lakewood, La Mirada, Artesia, and the County of Los Angeles since 1964, and many more for more than 30 years. We have also worked with Caltrans, and ADOT (Arizona Department of Transportation), sweeping the State highways from California to New Mexico, and from Utah down to Tucson.

Beginning in 2001 working with both AQMD for funding, and Tymco the street sweeper manufacture, we helped to design the latest in CNG powered street sweepers. In 2002 we designed and built our own CNG fleet fueling facility that is now used by 8 cities, and 5 school districts, along with other private and public fleets.

We currently operate one of the newest AQMD 1186.1 compliant fleet, we will utilize 1186.1 compliant CNG powered Tymco 600 sweepers.

Ms. Calderon, we look forward to working with you, thank you for the opportunity to address the needs of Los Angeles County. Should you have any questions, or if we can help in any way, please do not hesitate to call.

Sincerely,

Steve Dickson  
President



**R.F. Dickson Co. Inc.**

Contract Street Sweeping  
Government Grant Consulting  
CNG Fueling Facilities

12524 Columbia Way  
Downey, CA 90242  
www.dickson-ca.com

562-923-5441  
800-573-3222  
Fax 562-869-5943

**County of Los Angeles**

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**State of California  
Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:**

R. F. DICKSON CO., INC.

**FILE NUMBER:** C0406575  
**FORMATION DATE:** 12/15/1960  
**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 March 08, 2011.

*Debra Bowen*

**DEBRA BOWEN  
Secretary of State**

## **Experience**

R.F. Dickson Co., Inc. is located at 12524 Columbia Way in the City of Downey, CA we have serving the Municipal street sweeping industry since 1950. We are proud of our 60 years of service, and four generations of a family owned business.

In 1958, we received the first municipal street sweeping contract to take over city services in California, and since have operated throughout the state, currently supplying service to 26 public agencies.

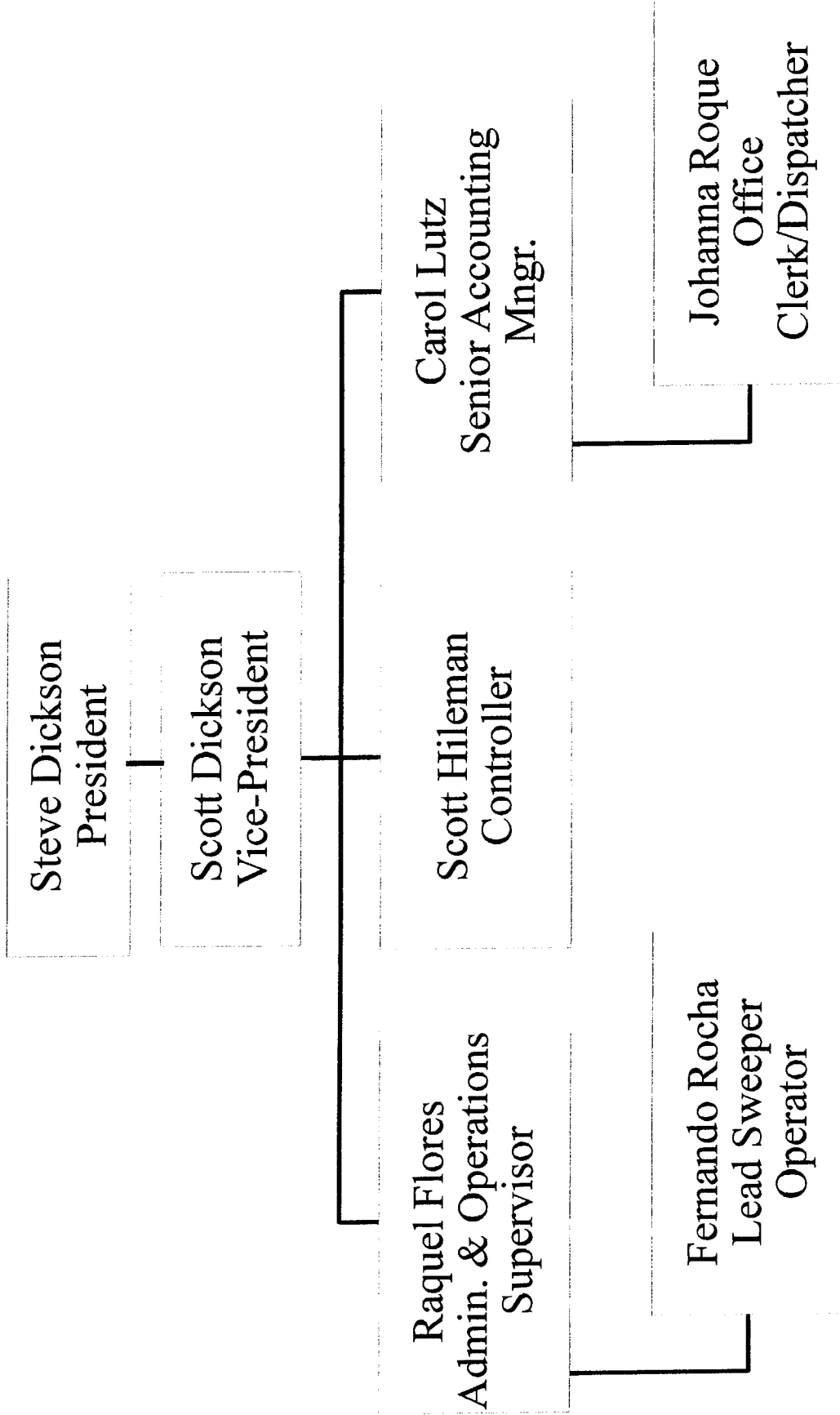
In 1964, we received our first street sweeping contracts with the *County of Los Angeles*, and the cities of Lakewood, La Mirada, and Artesia and are proud to say; our continuous high level of service is still being provided.

In 1980, the State of Arizona granted the largest contract in the state for sweeping to our company. This contract was with the Arizona Department of Transportation (ADOT). We have also owned and operated a heavy equipment company throughout the State of Texas for many years. We have worked directly with the sweeper manufacturers, designing and developing the latest in sweeping equipment.

Beginning in 1999, we started to develop our first CNG regional fueling station to be used by our company and other public and private fleets. Our new CNG station came on line in 2002, and was in conjunction with the implementation of the new AQMD 1186.1 Fleet Rules regarding the use of alternative fuels for the street sweepers we were to use in these contracts.

This proposed Sweeping Contract we are bidding on is well within our capabilities. We will continue to supply the highest-level of professional service to the County.

Organization and Staffing



## Key Staff

Management team and time of service with R.F. Dickson Co., Inc

1. Steve L. Dickson- President since 1971  
Steve is in charge of all contract implementation policies, insurance bonding and contract negotiations with the cities and counties. Steve has extensive knowledge of the procedures and equipment available to improve operations and the quality of service that R.F. Dickson Co., Inc. provides to its Municipalities and Counties. Contact information: Email [steve@dickson-ca.com](mailto:steve@dickson-ca.com)
2. Scott B. Dickson- Vice President since 1976.  
Scott has overall responsibility of contract compliance, safety, supervision and staffing requirements – daily interaction with city and county officials.
3. Raquel Flores – Administrative and Operations Supervisor since 2007.  
Bilingual speaks - English and Spanish.  
Her duties include but are not limited to City staff liaison, Dispatch Coordinator and Safety Officer; Raquel has a positive attitude and is committed to providing quality and on time service to all of our customers.
4. Fernando Rocha- Lead Sweeper Operator since 1986  
Bilingual Speaks English and Spanish.  
Supervision, Sweeper trainer and daily interaction with city officials, daily inspections of streets, quality control.
5. Scott Hileman- Controller since 2005.  
His responsibilities include interaction with all departments, developing reports, and overseeing all financial aspects of the company.
6. Carol Lutz- Senior Accounting Manager and Office Manager since 1997  
Her responsibilities include interaction with all departments, and overseeing all aspects of her accounting department.
7. Johanna Roque – Office Clerk/Dispatcher since 2006  
Bilingual speaks - English and Spanish.  
Johanna's responsibilities include but not limited to tracking data, creating reports and supports office staff and dispatching.



## Work Plan

### Work Description:

R.F. Dickson Co general work plan to meet street sweeping requirements for Azusa/Covina/Claremont, South Whittier, West Whittier, and Valinda/Hacienda Heights incorporates a well-managed administration and operational structure supported by interdepartmental team work.

We will sweep once a week all public streets, paved alleys, and curbed medians within the project limits as stated in this RFP. Our objective is to remove all leaves, paper, dirt, rock, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness.

Furthermore, employees are experienced, trained and expected to make as many passes required to eliminate debris from all areas of all streets. All debris and refuse collected from street sweeping will be hauled to a legally established disposal facility at no additional cost to the County.

### Personnel:

#### Supervisors:

Satisfaction and consistent service is the foundation of our company. Our supervisors are directly involved with each account and job inspections to ensure quality. They are highly trained so all phases of the project runs smoothly.

We know that street sweeping is an extremely important service with our supervisors experience and their approach we will assure that this work will be done extremely well.

#### Operators:

Our sweeper operators are trained as to what is an accepted quality of work, which is expected from them. They are encouraged to take as many passes as are necessary to maintain streets in the state of cleanliness.

Our sweeper operators are trained and educated to value and care for their equipment, they are knowledgeable about proper driving speed, adjustment of gutter brooms, and the most efficient and effective performance of their equipment.

### **Mechanics:**

Our maintenance facility is one of the largest dedicated sweeper repair facility. Our mechanics are highly skilled in the maintenance and repairs of our AQMD Compliant Natural Gas powered sweepers.

We are staffed with mechanics 16 hours per day, Monday through Friday, and on call during off hours.

### **Work Schedule**

We will prepare a complete schedule of weekly sweeping and submit to the Contract Manager for approval within 30 days after notification of award. Routing will be designed in such manner that all time zones will be swept timely. We will adhere to the following guidelines:

1. Streets with posted parking restrictions will only be swept during the posted days and hours.
2. Streets will not be swept on the same day as trash pick-up, sweeping shall be schedule the day after trash pickup, but no more than two days after trash pickups are scheduled.
3. Streets adjacent to schools and commercial developments will be swept prior to 7:00 a.m.
4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.
5. Residential areas, except for street adjacent to schools, will not be swept prior to 7:00 a.m. or after 3:30 p.m.
6. Street sweeping shall be scheduled such that both sides of a street are not swept in the same day.

### **Quality Control:**

Upon award R.F. Dickson Co. will designate a primary Supervisor to implement a quality control plan. The quality control representative will routinely inspect and monitor the work to ensure compliance with the plans, specifications and approved sweeping schedules. The quality control representative will keep constant contact with the Contract Manager and report any deficiency or other obstruction that will prevent normal sweeping operations. (See attached sample deficiency forms)

### **Equipment:**

Our equipment is in compliance will all applicable laws and AQMD regulations. All our equipment utilized for this street sweeping contract is equipped with global

positioning satellite (GPS). This will permit us to monitor the driver speed, time and location.

Our equipment is maintained daily, both mechanically and in appearance. All our street sweepers are marked with our company name, phone numbers, and vehicle number. Sweeper operators are equipped with two-way radios and cellular phones.

Backup equipment will be available to ensure uninterrupted performance at all times, it will be compliant with AQMD regulations.

We will utilize our own storage facility for all our sweepers.

**Reports:**

Attached report sample that will be submitted to the contact manager. The following items will be on the report:

1. Curb miles swept each day.
2. Schedule curb mile and curb miles missed.
3. When curb miles were swept.
4. Number of complaints.
5. Reasons curb miles were missed.

# SAMPLE

R.F.Dickson Co. Inc.  
Municipal Sweeping  
Construction Clean-up  
Transportation  
Parts and Service



562-923-5441  
800-573-3222  
Fax 562-869-5943  
12524 Clark Avenue  
Downey, Ca. 90242

## SERVICE REQUEST

ATT: **Joe**

FAX:

PAGES:

Date: **11/12/10**

City: **LA# 10**

From: **Johanna**

Reported by: **Resident to Joe**

Request or Complaint: **Please re-sweep 1318 Glenshaw Dr c/s Janetdale St.**

Action Taken: What action taken? **Re-swept**

What day resolved? **11/12/10**

What was the problem? **The area was parked in.**

What is Scheduled Sweeping Day? **Wednesday Dr. 2**

# SAMPLE

R.F. Dickson Co. Inc.  
Municipal Sweeping  
Construction Clean-up  
Transportation  
Parts and Service



562-923-5411  
800-573-3222  
Fax 562-869-5943  
12524 Clark Avenue  
Downey, Ca. 90242

## Street Sweeping Deficiency Report

City Name :	<b>La # 10</b>
Attention :	<b>Bert</b>
Fax:	
From:	<b>Johanna</b>
Date: <b>04/15/10</b>	Today's Date: <b>04/15/2010</b>
Location:	<b>14300 Fairgroove Ave</b>
Cross Street:	<b>Sandia Ave</b>
Referred By:	

Curb And Gutter	Trees and Bushes	Area Not Swept
Excessive Debris	Tree Needs Trimming	Parked Cars
Gutter Raised	Bushes Need Trimming	Construction Debris
Gutter Depression	Other (List Below)	Special Event
Road Edge Washout		Other (List Below)
Other (List Below)		Gardeners made piles of debris in the gutter line that were too high too wide for the driver to pick up.

# SAMPLE

Date: March 1, 2011

Week Beginning : 2/22/2011

Contractors Name : R. F. Dickson Co. Inc.

## Contractor's Weekly Report

Valinda / Hacienda

Day	Curbs Miles Swept			Schedule Curb Miles	Date Missed	Number Of
	Scheduled Curb Miles	Missed Curb Miles	Curb Miles Swept			
Monday	24.50 Truck # 1		00.00 Truck # 1	Missed And Reason President's day Holiday	Miles will Be Swept No Make-up	Complaints None
	27.50 Truck # 2		00.00 Truck # 2			
Tuesday	48.0 Truck # 1		48.0 Truck # 1	Swept on Schedule	On Schedule	None
	44.0 Truck # 2		44.0 Truck # 2			
Wednesday	38.0 Truck # 1		38.0 Truck # 1	Swept on Schedule	On Schedule	None
	34.0 Truck # 2		34.0 Truck # 2			
Thursday	35.0 Truck # 1		35.0 Truck # 1	Swept on Schedule	On Schedule	None
	37.0 Truck # 2		37.0 Truck # 2			
Friday	36.0 Truck # 1		36.0 Truck # 1	Swept on Schedule	On Schedule	None
	37.06 Truck # 2		37.06 Truck # 2			
Totals	361.06		309.06			



**COUNTY OF LOS ANGELES  
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 780  
Los Angeles, California 90012  
(877) 669-CBES / FAX (626) 457-3112  
TDD (626) 293-5708  
Website: <http://oaac.co.la.ca.us>

Address all correspondence to:  
**CONTRACT COMPLIANCE**  
1000 S. Fremont Avenue  
Building A-9 East, 1st Floor  
Mail: Unit #24  
Alhambra, CA 91803-8862

Dennis A. Tafoya  
Director

August 10, 2010

RAQUEL FLORES  
R.F.DICKSON CO. INC  
12524 CLARK AVE.  
DOWNEY, CA 902422704

**Vendor #: 10302901**

Dear RAQUEL FLORES:

Congratulations! Your business is now certified as a County of Los Angeles Local Small Business Enterprise (Local SBE). Your Local SBE certification is valid until July 31, 2011 .

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3603 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at <http://oaac.co.la.ca.us/SBEMain.htm> or call Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA  
DIRECTOR

OZIE L. SMITH  
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"



# CERTIFICATE OF LIABILITY INSURANCE

OP ID RR  
RFDIC-H

DATE (MM/DD/YYYY)

02/25/11

<b>PRODUCER</b>  Crosby Insurance, Inc 8181 E. Kaiser Blvd Anaheim CA 92808 Phone: 714-221-5200 Fax: 714-221-5210	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  RF Dickson Co. Inc. 12524 Columbia Way Downey CA 90242	INSURER A: <b>Zurich American Ins. Co.</b>	16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	WC3736431-06	10/01/10	10/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**\*Ten Days notice of cancellation will be given for non-payment of premium.**

## CERTIFICATE HOLDER

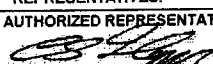
County of Los Angeles  
 Department of Public Works  
 Admin Serv Div., 9th Floor  
 P.O. Box 1460  
 Alhambra CA 91802-1460

CNTYLAD

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **\*30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



#### SECTION IV. BUSINESS AUTO CONDITIONS

##### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

##### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

##### B. GENERAL CONDITIONS

9. is added

##### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

##### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

**7. Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

**B. EXCLUSIONS**

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

**D. DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

or  
a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

based  
per  
with  
for  
We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 day, and will only be allowed for a period of time it should take to repair or replace the vehicle reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

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**COMMERCIAL AUTO GOLD ENDORSEMENT**

---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

BUSINESS AUTO COVERAGE FORM

**SECTION II - LIABILITY COVERAGE**

**A. COVERAGE**

**1. WHO IS AN INSURED**

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- c. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

**ENDORSEMENT**

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**ADDITIONAL INSURED – BLANKET**

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES A AND B – GENERAL LIABILITY**
- COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

**SECTION III – WHO IS AN INSURED** is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
  - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
  - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
  - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
  - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**



**NOTEPAD**

INSURED'S NAME: R.L. BICKER CO., INC.

OP ID: DV

DATE: 04/23/11

Waiver of Subrogation for General and Auto Liability: See Attached Endorsements.

This Insurance shall apply as Primary and Non-Contributory per attached endorsement.

**NOTE PAD**

INSURERS NAME F. P. Jackson Co. Inc.

OP ID BY

DATE 02/25/96

\*Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.\*



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

GAIL FARBER, Director

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 3, 2011

IN REPLY PLEASE  
REFER TO FILE: AS-0

### REQUEST FOR PROPOSALS – ADDENDUM 1 STREET SWEEPING SERVICES (2011-PA002)

Thank you for attending our mandatory Proposers' Conference for Street Sweeping Services (2011-PA002) on Thursday, February 24, 2011. The following clarifications and revisions have been made to the Request for Proposals (RFP). (Please note that **bold text** has been added, and any text that has a ~~strikethrough~~ has been deleted from the RFP.)

#### RFP MODIFICATION

1. Exhibit A, Scope of Work, Item I, first paragraph, has been revised to read:

- I. Contractor's Sweepers Mandatory Requirements

~~For all areas, except Marina del Rey, sweepers on this Contract shall have a tail broom and two gutter brooms. No air sweepers shall be allowed on this Contract. The sweepers quantity type of equipment quantity and specification utilized in this service shall be stated on the Statement of Equipment Form (Form PW-18).~~

For the Marina Del Rey area, the Contractor shall use only vacuum (**regenerative air**) sweepers to perform sweeping operations on all streets, alleys, and parking lots. **Mechanical (broom) sweepers or vacuum (regenerative air) sweepers are acceptable in all other service areas.**

#### QUESTIONS

1. **Question:** Please provide the last three (3) months invoices for the current street sweeping contractors for each location.

**Response:** The table below shows the totals for the three most current invoices available.

Location (Area)	January 2011	December 2010	November 2010	October 2010	September 2010
South Whittier	N/A	\$30,256.13	\$33,019.82	\$36,375.53	N/A
West Whittier	N/A	N/A	\$11,981.44	\$12,657.91	\$12,996.84
Valinda/Hacienda Heights	\$26,393.68	\$32,284.62	\$34,100.16	N/A	N/A
Azusa/Covina/Claremont	N/A	\$16,735.25	\$21,503.14	\$22,542.92	N/A
Marina Del Rey, et al., RD 233 and RD 433	N/A	\$12,598.38	\$12,598.38	\$12,598.38	N/A

2. **Question:** Please verify if it will be acceptable to submit financial statements for the Fiscal Years of 2007, 2008, and 2009, as 2010 are not complete.

**Response:** If the most current three full fiscal years are 2007, 2008, and 2009, then those should be submitted. Please refer to Part 1, Section 2, Item A, paragraph 9, page 1.14.

3. **Question:** Will financials for 2007, 2008, and 2009 be scored less than financials for 2008, 2009, and 2010?

**Response:** It is unknown if financials for 2007, 2008, and 2009 will be scored less than financials for 2008, 2009, and 2010, however, the same criteria will be used in the evaluation process. Please be aware that the scores given are determined by the content, completeness, and compliance with RFP requirements of the submitted information.

4. **Question:** Under Evaluation Criteria for Financial Resources (1.31) it states that financial statements that are incomplete or unaudited (compiled, reviewed or self-prepared) may be given a low or zero score. To have financials prepared by a Certified Public Account (CPA) takes time and the cost goes up significantly from compiled, to reviewed to audited with audited financials being the most expensive. Are financials compiled by a CPA acceptable, or do they need to be reviewed or audited?

**Response:** Financials do not have to be reviewed or audited. Financials compiled by a CPA are acceptable but may be scored lower than those reviewed or audited.

5. **Question:** Is a broom assist Tymco 600 BAH sweeper acceptable?

**Response:** The Tymco 600 BAH sweeper is a vacuum (regenerative air) sweeper with an optional broom attachment to allow broom assisted sweeping only when necessary. Therefore, it would qualify for all service areas in this contract.

6. **Question:** In the PW-2, Schedule of Prices the definition of a Curb Mile has been changed to ten feet wide, this is a change as it normally was 5 feet. Is this possible?

**Response:** As stated in Exhibit A, and scheduled prices Forms PW-2.1 through PW-2.5, A Curb Mile is defined as a swept path not less than 10-feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.

Contrary to the comment made, our observation is that when both brooms are down, a swept path of 10-feet can be clearly observed. A typical power sweeper is 8-feet wide. When brooms are extended and are operating, the swept path is 10 feet.

7. **Question:** Are there a fuel and tipping fee adjustments included in these Contracts?

**Response:** Yes, fuel and tipping fee adjustments are included in the RPF. Refer to the paragraphs ELEVENTH and TWELFTH of the Sample Agreement.

8. **Question:** What happens if the Living Wage Increases during the potential 5-year contract period. Is there any type of adjustment?

**Response:** The Living Wage rate has increased one time since the inception of the Living Wage Ordinance/Program and the new rate applied to new Living Wage solicitations, contract renewals, option years, and amendments and included rate adjustments. We do not know when or if the Living Wage rate is going to increase.

9. **Question:** There appears to be no day of week indications on the RFP for the street sweeping maps for Covina, Claremont, and Azusa. Can we service on any days we wish?

**Response:** Currently, the Azusa/Covina/Claremont contract has an established sweeping schedule. MD1 will give the schedule to the winning contractor.

March 3, 2011

Page 4

However, the sweeping schedule is at the discretion of the County, please refer to Exhibit A, Scope of Work, Item D, third paragraph.

10. **Question:** In the RFP for Street Sweeping Services they are requesting street sweepers with a tail broom. Currently, all of the contractors are sweeping these areas with Tymco 600's. I think the tail broom was a requirement for the sweeping of facilities?

**Response:** Please refer to RFP Modification noted above and response to question number five.

**Clarification:**

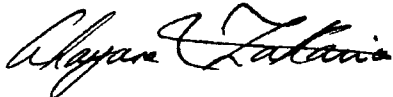
Please note that the provision in Exhibit A, Scope of Work, paragraph LL, Automated Parking Enforcement System (Photo Enforcement System), currently does not apply to this Contract, however, it may in the near future and Public Works may be interested in utilizing this option when it becomes available. Therefore, Proposer must demonstrate the capability of complying with this provision when it becomes available.

The deadline to submit the proposals remains to be **Thursday, March 10, 2011, at 5:30 p.m.**

If you have questions concerning the above information, please contact Ms. Lorena Calderon at (626) 458-4169, Monday through Thursday, 7 a.m. to 5:45 p.m.

Very truly yours,

GAIL FARBER  
Director of Public Works



GHAYANE ZAKARIAN, Chief  
Administrative Services Division

LC

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GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE **AS-0**

March 8, 2011

### **REQUEST FOR PROPOSALS – ADDENDUM 2 STREET SWEEPING SERVICES (2011-PA002)**

This is notification that Form PW-18, Statement of Equipment Form, has been revised to meet the revised language listed in Addendum 1, dated March 3, 2011. Please disregard the previous Form PW-18, and use the revised and enclosed Form PW-18.1 to submit with your proposals.

Please note that the deadline to submit the proposals continues to be **Thursday, March 10, 2011, at 5:30 p.m.**

If you have questions concerning the above information, please contact Ms. Lorena Calderon at (626) 458-4169, Monday through Thursday, 7 a.m. to 5:45 p.m.

Very truly yours,

GAIL FARBER  
Director of Public Works

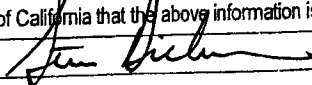
GHAYANE ZAKARIAN, Chief  
Administrative Services Division

LC

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Enc.

VERIFICATION OF PROPOSAL

<b>DATE: March 10, 2011</b>		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: <b>Contract Street Sweeping</b>			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: <b>R.F. Dickson Co., Inc</b>			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). <b>Yes</b>			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: <b>President</b>			
PROPOSER INFORMATION			
6. Proposer's full legal name: <b>R.F. Dickson Co., Inc.</b>		Telephone No.: <b>562-923-5441</b>	
Address: <b>12524 Columbia Way Downey, CA 90242</b>		Fax No.: <b>562-869-5943</b>	
e-mail: <b>steve@dickson-ca.com</b>	County WebVen No.: <b>10302901</b>	IRS No.: <b>95-2114148</b>	Business License No.:
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration: <b>Los Angeles</b>		State: <b>CA</b>	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor		Name of Proprietor:	
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business: <b>12524 Columbia Way Downey, CA 90242</b>	
		State of incorporation: <b>California</b>	Year incorporated: <b>1960</b>
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) <b>Steve Dickson</b>	Title <b>President</b>	Phone <b>562-923-5441</b>	Fax <b>562-869-5943</b>
Street <b>12524 Columbia Way</b>	City <b>Downey</b>	State <b>CA</b>	Zip <b>90242</b>
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final. may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final; may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final;			
14. CHECK ONE:		<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representation all representation contained in this proposal based on information and belief that they are true.	
I declare under penalty of perjury under the laws of California that the above information is true and correct.			Date: <b>3/10/11</b>
Signature of Proposer or Authorized Agent: 			
Type name and title: <b>Steve Dickson President</b>			



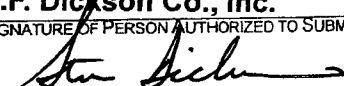
## SCHEDULE OF PRICES

FOR

## STREET SWEEPING SERVICES IN SOUTH WHITTIER (2011-PA002)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	13,732	\$ 29.37	\$ 403, 308.84
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	377	\$ 29.37	\$ 11, 072.49
<b>TOTAL ANNUAL PROPOSED PRICE</b>					<b>\$414, 381.33</b>

LEGAL NAME OF PROPOSER		
<b>R.F. Dickson Co., Inc.</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
<b>President</b>		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
<b>3/10/11</b>	<b>N/A</b>	<b>N/A</b>
PROPOSER'S ADDRESS:		
<b>12524 Columbia Way Downey, CA 90242</b>		
PHONE	FACSIMILE	E-MAIL
<b>562-923-5441</b>	<b>562-869-5943</b>	<b>steve@dickson-ca.com</b>

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

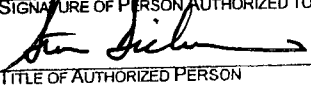
## SCHEDULE OF PRICES

FOR

## STREET SWEEPING SERVICES IN WEST WHITTIER (2011-PA002)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	5,342	\$ 28.96	\$154, 704.32
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	617	\$ 28.96	\$ 17, 868.32
<b>TOTAL ANNUAL PROPOSED PRICE</b>					<b>\$172, 572.64</b>

LEGAL NAME OF PROPOSER <b>R.F. Dickson Co., Inc.</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON <b>President</b>		
DATE <b>3/10/11</b>	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS: <b>12524 Columbia Way Downey, CA 90242</b>		
PHONE <b>562-923-5441</b>	FACSIMILE <b>562-869-5943</b>	E-MAIL <b>steve@dickson-ca.com</b>

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

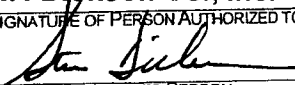
## SCHEDULE OF PRICES

FOR

## STREET SWEEPING SERVICES IN VALINDA/HACIENDA HEIGHTS (2011-PA002)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	18,732	\$ 22.73	\$ 425, 778.36
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	44	\$ 22.73	\$ 1, 000.12
<b>TOTAL ANNUAL PROPOSED PRICE</b>					<b>\$ 426, 778.48</b>

LEGAL NAME OF PROPOSER <b>R.F. Dickson Co., Inc.</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON <b>President</b>		
DATE <b>3/10/11</b>	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS: <b>12524 Columbia Way Downey, CA 90242</b>		
PHONE <b>562-923-5441</b>	FACSIMILE <b>562-869-5943</b>	E-MAIL <b>steve@dickson-ca.com</b>

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

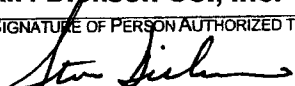
## SCHEDULE OF PRICES

FOR

## STREET SWEEPING SERVICES IN AZUSA/COVINA/CLAREMONT (2011-PA002)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	10,738	\$ 24.88	\$ 267, 161.44
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	27	\$ 24.88	\$ 671.76
<b>TOTAL ANNUAL PROPOSED PRICE</b>					<b>\$ 267, 833.20</b>

LEGAL NAME OF PROPOSER <b>R.F. Dickson Co., Inc.</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON <b>President</b>		
DATE <b>3/10/11</b>	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS: <b>12524 Columbia Way Downey, CA 90242</b>		
PHONE <b>562-923-5441</b>	FACSIMILE <b>562-869-5943</b>	E-MAIL <b>steve@dickson-ca.com</b>

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

# NO BID

FORM PW-2.5

## SCHEDULE OF PRICES FOR STREET SWEEPING SERVICES IN MARINA DEL REY ET. AL., RD 233 AND 433 (2011-PA002)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Weekly and twice weekly sweeping of curbed streets (1) for the Department of Public Works.	CURB MILES (CM) <sup>2</sup>	1,664	\$	\$
2.	Weekly sweeping of paved alleys for the Department of Public Works.	PAVED ALLEY MILES (PM) <sup>3</sup>	52	\$	\$
3.	Twice weekly sweeping of curbed streets for the Department of Beaches and Harbors.	CURB MILES (CM)	988	\$	\$
4.	Twice Weekly sweeping of paved alleys for the Department of Beaches and Harbors.	PAVED ALLEY MILES (PM)	52	\$	\$
5.	Twice Weekly sweeping of public Parking Lots(4) 1 to 12, 14, 16, 18, and 19 for the Department of Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	104	\$	\$
6.	Four times per week sweeping of public Parking Lots 13, 15, and 17 for the Department of Beaches and Harbors.	1 SWEEPING OF SPECIFIED LOTS	208	\$	\$
7.	Sweeping of public Parking Lot 20 for the Department of Beaches and Harbors six times per week from the second week of September to Memorial Day weekend.	1 SWEEPING OF SPECIFIED LOT	222	\$	\$
8.	Sweeping of public Parking Lot 20 for the Department of Beaches and Harbors Daily (7 days a week) from Memorial Day weekend through first week of September.	1 SWEEPING OF SPECIFIED LOT	105	\$	\$
<b>TOTAL ANNUAL PROPOSED PRICE</b>					<b>\$</b>

1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.
4. Sweeping parking lots includes sweeping of curbed medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <b>R.F. Dickson Co., Inc</b>			
Company Address: <b>12524 Columbia Way</b>		State: <b>CA</b>	Zip Code: <b>90242</b>
City: <b>Downey</b>			
Telephone Number: <b>562-923-5441</b>			
(Type of Goods or Services): <b>Contract Street Sweeping</b>			

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  

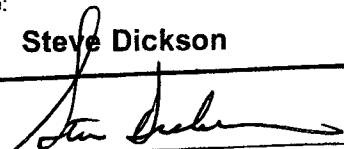
"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: <b>Steve Dickson</b>	Title: <b>President</b>
Signature: 	Date: <b>3/10/11</b>

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: Street Sweeping Services (2011-PA002)  
 SERVICE BY PROPOSER R.F. Dickson Co., Inc.  
 PROPOSAL DATE: 3/10/11

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2006	2007	2008	2009	2010	Total	Current Year to Date
1. Number of contracts.	43	43	43	41	40	210	38
2. Total dollar amount of Contracts (in thousands of dollars).	\$3M+	\$3M+	\$3M+	\$3M+	\$3M+	\$15M+	\$2M+
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	1	0	0	1	0	2	1
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

**Steve Dickson** President



Name of Proposer or Authorized Agent (print)

Signature

3/10/11

Date

## CONFLICT OF INTEREST CERTIFICATION

I, Steve Dickson

- sole owner  
 general partner  
 managing member  
 President, Secretary, or other proper title) President

of R.F. Dickson Co., Inc.

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

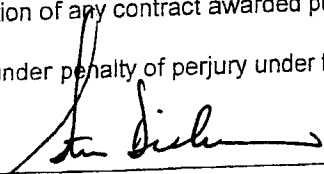
**Contracts Prohibited. A.** Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed


Date 3/10/11



PROPOSER'S REFERENCE LIST

PROPOSER NAME: Steve Dickson

PROPOSED CONTRACT FOR: R.F. Dickson Co., Inc.

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, 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: <b>Street Sweeping</b>	SERVICE DATES: <b>7/1/07 to Present</b>
DEPT/ DISTRICT: <b>Valinda, Hacienda Heights</b>	
CONTACT: <b>David Oboza</b>	
TELEPHONE: <b>626-337-1277</b>	
FAX: <b>626-962-3982</b>	
E-MAIL: <b>doboza@ladpw.org</b>	

SERVICE: <b>Street Sweeping</b>	SERVICE DATES: <b>7/1/06 to 6/30/09</b>
DEPT/DISTRICT: <b>San Pedro</b>	
CONTACT: <b>Jeffery Donaldson</b>	
TELEPHONE: <b>310-348-6448 xt-235</b>	
FAX: <b>310-649-0402</b>	
E-MAIL: <b>jdonald@ladpw.org</b>	

SERVICE: <b>Street Sweeping</b>	SERVICE DATES: <b>12/1/06-09</b>
DEPT/ DISTRICT: <b>City Terrace Area</b>	
CONTACT: <b>Ricardo Gordillo</b>	
TELEPHONE: <b>562-869-1176</b>	
FAX: <b>562</b>	
E-MAIL: <b>rgordill@ladpw.org</b>	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: <b>Street Sweeping</b>	SERVICE DATES: <b>1965 to Present</b>
AGENCY/ FIRM: <b>City of La Mirada</b>	
ADDRESS: <b>13700 La Mirada, CA 90638</b>	
CONTACT: <b>Steve Forester</b>	
TELEPHONE: <b>562-866-9771</b>	
FAX: <b>714-522-5800</b>	
E-MAIL: <b>sforster@cityoflamirada.org</b>	

SERVICE: <b>Street Sweeping</b>	SERVICE DATES: <b>1988 to Present</b>
AGENCY/ FIRM: <b>City of Laguna Niguel</b>	
ADDRESS: <b>27781 La Paz Road Laguna Niguel, CA 92677</b>	
CONTACT: <b>Dave Rogers</b>	
TELEPHONE: <b>949-362-4375</b>	
FAX: <b>949-795-5246</b>	
E-MAIL: <b>drogers@ci.laguna-niguel.ca.us</b>	

SERVICE: <b>Street Sweeping</b>	SERVICE DATES: <b>1968 to Present</b>
AGENCY/ FIRM: <b>City of Cerritos</b>	
ADDRESS: <b>18125 Bloomfield Ave Cerritos, CA 90703</b>	
CONTACT: <b>Mike O'Grady</b>	
TELEPHONE: <b>562-916-1226</b>	
FAX: <b>562-916-1221</b>	


SERVICE: <b>Street Sweeping</b>	SERVICE DATES:
AGENCY/ FIRM: <b>City of Lakewood</b>	
ADDRESS: <b>5050 N. Clark Ave Lakewood, CA</b>	
CONTACT: <b>Cathy Hornsby</b>	
TELEPHONE: <b>562-866-9771</b>	
FAX: <b>562-866-0505</b>	
E-MAIL: <b>chornsby@lakewoodcity.org</b>	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	<b>R.F. Dickson Co., Inc.</b>
Address	<b>12524 Columbia Way Downey, CA 90242</b>
Internal Revenue Service Employer Identification Number	<b>95-2114148</b>

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	<b>R.F. Dickson Co., Inc.</b>	
Authorized representative	<b>Steve Dickson President</b>	
Signature		Date <b>3/10/11</b>



GAIN and GROW EMPLOYMENT COMMITMENT

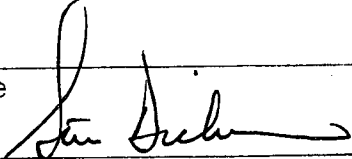
The undersigned:

has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title <b>President</b>
Firm Name <b>Steve Dickson</b>	Date <b>3/10/11</b>

CHARITABLE CONTRIBUTIONS CERTIFICATION

R.F. Dickson Co., Inc.

Company Name

12524 Columbia Way Downey, CA 90242

Address

95-2114148

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. ( ) (X)

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ( ) ( )

Handwritten signature of Steve Dickson

Signature

3/10/11

Date

Steve Dickson President

Name and Title (please type or print)

## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

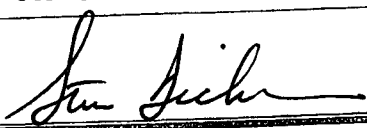
COMPANY NAME: <b>R.F. Dickson Co., Inc.</b>		
COMPANY ADDRESS: <b>12524 Columbia Way</b>		
CITY: <b>Downey</b>	STATE: <b>CA</b>	ZIP CODE: <b>90242</b>

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: <b>Steve Dickson</b>	TITLE: <b>President</b>
SIGNATURE: 	DATE: <b>3/10/11</b>

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: R.F. Dickson Co., Inc.

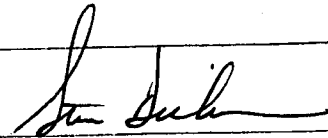
Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM		NAME OF TERMINATING FIRM	
ADDRESS OF FIRM		ADDRESS OF FIRM	
CONTACT PERSON:		CONTACT PERSON:	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	

SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM		NAME OF TERMINATING FIRM	
ADDRESS OF FIRM		ADDRESS OF FIRM	
CONTACT PERSON:		CONTACT PERSON:	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	

SIGNATURE 

DATE: 3/10/11

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: R.F Dickson Co., Inc.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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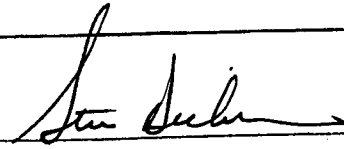
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Signature of Proposer:  Date: 3/10/11



STREET SWEEPING SERVICES (2011-PA002)  
 PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

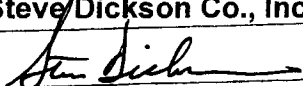
R.F. Dickson Co., Inc.

Proposer's Name

12524 Columbia Way Downey, CA 90242

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- 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. If you check this box, your proposal will be immediately disqualified as non-responsive.

Print Name: <b>Steve Dickson Co., Inc.</b>	Title: <b>President</b>
Signature: 	Date: <b>3/10/11</b>

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:

**X** It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

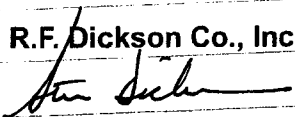
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: <b>R.F. Dickson Co., Inc.</b>	Title: <b>President</b>
Signature: 	Date: <b>3/10/11</b>

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)  
AREA: Azusa/Covina/Claremont**  
(Must use one sheet per Area)

PROPOSER'S NAME: R.F. Dickson Co., Inc.

ADDRESS: 12524 Columbia Way Downey, CA 90242

TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

- (1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.
- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH ADOPTED RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO)
Street Sweeper	Tymco	600	2008	DX20187	Yes
Street Sweeper	Tymco	600	2008	DX20189	Yes
Street Sweeper	Tymco	600	2008	DX20191	Yes
Street Sweeper	Tymco	600	2009	HAK0584	Yes
Street Sweeper	Tymco	600	2009	HAK0589	Yes
Street Sweeper	Tymco	600	2009	HAK0586	Yes
Street Sweeper	Tymco	600	2009	HAH1586	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)**  
AREA: Azusa/Covina/Claremont

(Must use one sheet per Area)

PROPOSER'S NAME: R.F. Dickson Co., Inc.

ADDRESS: 12524 Columbia Way Downey, CA 90242

TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

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- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AGMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO )
Street Sweeper	Tymco	600	2002	HK11231	Yes
Street Sweeper	Tymco	600	2002	HK44473	Yes
Street Sweeper	Tymco	600	2002	HK57101	Yes
Street Sweeper	Tymco	600	2002	HK57102	Yes
Street Sweeper	Tymco	600	2005	DN04422	Yes
Street Sweeper	Tymco	600	2006	H231730	Yes
Street Sweeper	Tymco	600	2006	H231731	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)  
AREA: Azusa/Covina/Claremont**

(Must use one sheet per Area)

PROPOSER'S NAME: R.F. Dickson Co., Inc.

ADDRESS: 12524 Columbia Way Downey, CA 90242

TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

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TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO <sup>1</sup> )
Street Sweeper	Tymco	600	2002	HK11223	Yes
Street Sweeper	Tymco	600	2002	HK11224	Yes
Street Sweeper	Tymco	600	2002	HK11225	Yes
Street Sweeper	Tymco	600	2002	HK11226	Yes
Street Sweeper	Tymco	600	2002	HK11227	Yes
Street Sweeper	Tymco	600	2002	HK11228	Yes
Street Sweeper	Tymco	600	2002	HK11229	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)**  
AREA: South Whittier

(Must use one sheet per Area)

PROPOSER'S NAME: R.F. Dickson Co., Inc.

ADDRESS: 12524 Columbia Way Downey, CA 90242

TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

- (1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.
- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AORN RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO <sup>1</sup> )
Street Sweeper	Tymco	600	2008	DX20187	Yes
Street Sweeper	Tymco	600	2008	DX20189	Yes
Street Sweeper	Tymco	600	2008	DX20191	Yes
Street Sweeper	Tymco	600	2009	HAK0584	Yes
Street Sweeper	Tymco	600	2009	HAK0589	Yes
Street Sweeper	Tymco	600	2009	HAK0586	Yes
Street Sweeper	Tymco	600	2009	HAH1586	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)  
AREA: South Whittier

PROPOSER'S NAME: R.F. Dickson Co., Inc.  
(Must use one sheet per Area)  
ADDRESS: 12524 Columbia Way Downey, CA 90242  
TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

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TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AOWD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO <sup>1</sup> )
Street Sweeper	Tymco	600	2002	HK11231	Yes
Street Sweeper	Tymco	600	2002	HK44473	Yes
Street Sweeper	Tymco	600	2002	HK57101	Yes
Street Sweeper	Tymco	600	2002	HK57102	Yes
Street Sweeper	Tymco	600	2005	DN04422	Yes
Street Sweeper	Tymco	600	2006	H231730	Yes
Street Sweeper	Tymco	600	2006	H231731	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)  
AREA: South Whittier

(Must use one sheet per Area)

PROPOSER'S NAME: R.F. Dickson Co., Inc.

ADDRESS: 12524 Columbia Way Downey, CA 90242

TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

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- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AGRICULTURE RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO <sup>1</sup> )
Street Sweeper	Tymco	600	2002	HK11223	Yes
Street Sweeper	Tymco	600	2002	HK11224	Yes
Street Sweeper	Tymco	600	2002	HK11225	Yes
Street Sweeper	Tymco	600	2002	HK11226	Yes
Street Sweeper	Tymco	600	2002	HK11227	Yes
Street Sweeper	Tymco	600	2002	HK11228	Yes
Street Sweeper	Tymco	600	2002	HK11229	Yes

<sup>1</sup> If your answer is **NO**, your proposal may be rejected as non-responsive.



**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)  
AREA: Valinda/Hacienda Heights  
(Must use one sheet per Area)**

PROPOSER'S NAME: R.F. Dickson Co., Inc.

ADDRESS: 12524 Columbia Way Downey, CA 90242

TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

- (1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.
- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH ACDM RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO) <sup>1</sup>
Street Sweeper	Tymco	600	2008	DX20187	Yes
Street Sweeper	Tymco	600	2008	DX20189	Yes
Street Sweeper	Tymco	600	2008	DX20191	Yes
Street Sweeper	Tymco	600	2009	HAK0584	Yes
Street Sweeper	Tymco	600	2009	HAK0589	Yes
Street Sweeper	Tymco	600	2009	HAK0586	Yes
Street Sweeper	Tymco	600	2009	HAH1586	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)  
AREA: Valinda/Hacienda Heights**

*(Must use one sheet per Area)*

PROPOSER'S NAME: R.F. Dickson Co., Inc.  
 ADDRESS: 12524 Columbia Way Downey, CA 90242  
 TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

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TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO )
Street Sweeper	Tymco	600	2002	HK11231	Yes
Street Sweeper	Tymco	600	2002	HK44473	Yes
Street Sweeper	Tymco	600	2002	HK57101	Yes
Street Sweeper	Tymco	600	2002	HK57102	Yes
Street Sweeper	Tymco	600	2005	DN04422	Yes
Street Sweeper	Tymco	600	2006	H231730	Yes
Street Sweeper	Tymco	600	2006	H231731	Yes

If your answer is **NO**, your proposal may be rejected as non-responsive.

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)  
AREA: Valinda/Hacienda Heights**  
(Must use one sheet per Area)

PROPOSER'S NAME: R.F. Dickson Co., Inc.

ADDRESS: 12524 Columbia Way Downey, CA 90242

TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

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- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AQMD RULES 1188 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO <sup>1</sup> )
Street Sweeper	Tymco	600	2002	HK11223	Yes
Street Sweeper	Tymco	600	2002	HK11224	Yes
Street Sweeper	Tymco	600	2002	HK11225	Yes
Street Sweeper	Tymco	600	2002	HK11226	Yes
Street Sweeper	Tymco	600	2002	HK11227	Yes
Street Sweeper	Tymco	600	2002	HK11228	Yes
Street Sweeper	Tymco	600	2002	HK11229	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)**  
AREA: West Whittier

(Must use one sheet per Area)

PROPOSER'S NAME: R.F. Dickson Co., Inc.

ADDRESS: 12524 Columbia Way Downey, CA 90242

TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

- (1) Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.
- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AGMD RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO)
Street Sweeper	Tymco	600	2008	DX20187	Yes
Street Sweeper	Tymco	600	2008	DX20189	Yes
Street Sweeper	Tymco	600	2008	DX20191	Yes
Street Sweeper	Tymco	600	2009	HAK0584	Yes
Street Sweeper	Tymco	600	2009	HAK0589	Yes
Street Sweeper	Tymco	600	2009	HAK0586	Yes
Street Sweeper	Tymco	600	2009	HAH1586	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)  
AREA: West Whittier**

(Must use one sheet per Area)

PROPOSER'S NAME: R.F. Dickson Co., Inc.

ADDRESS: 12524 Columbia Way Downey, CA 90242

TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

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TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AORN RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO <sup>1</sup> )
Street Sweeper	Tymco	600	2002	HK11231	Yes
Street Sweeper	Tymco	600	2002	HK44473	Yes
Street Sweeper	Tymco	600	2002	HK57101	Yes
Street Sweeper	Tymco	600	2002	HK57102	Yes
Street Sweeper	Tymco	600	2005	DN04422	Yes
Street Sweeper	Tymco	600	2006	H231730	Yes
Street Sweeper	Tymco	600	2006	H231731	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

**STATEMENT OF EQUIPMENT FORM FOR  
STREET SWEEPING SERVICES (2011-PA002)**  
AREA: West Whittier

(Must use one sheet per Area)

PROPOSER'S NAME: R.F. Dickson Co., Inc.

ADDRESS: 12524 Columbia Way Downey, CA 90242

TELEPHONE: 562-923-5441

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE**

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- (2) The proposer must comply with specification listed under Exhibit A, Section I, Contractor's Sweepers Mandatory Requirements and Exhibit A, Section I, Contractor's Equipment Compliance with Laws and Regulations.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	THE SWEEPER IS IN FULL COMPLIANCE WITH AGM <sup>1</sup> RULES 1186 AND 1186.1 PERTAINING TO SWEEPERS (YES/NO <sup>1</sup> )
Street Sweeper	Tymco	600	2002	HK11223	Yes
Street Sweeper	Tymco	600	2002	HK11224	Yes
Street Sweeper	Tymco	600	2002	HK11225	Yes
Street Sweeper	Tymco	600	2002	HK11226	Yes
Street Sweeper	Tymco	600	2002	HK11227	Yes
Street Sweeper	Tymco	600	2002	HK11228	Yes
Street Sweeper	Tymco	600	2002	HK11229	Yes

<sup>1</sup> If your answer is NO, your proposal may be rejected as non-responsive.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:				N/A	
Company Address:					
City:		State:		Zip Code:	
Telephone Number:		Facsimile Number:		Email Address:	
Awarding Department:				Contract Term:	
Type of Service:					
Contract Dollar Amount:				Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) *(attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :*

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) *(you must attach the IRS Determination Letter).*
- My business is a Small Business *(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)* which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
  - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
  - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

N/A

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
  - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.*

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

Monthly       Quarterly       Bi-Annual

Annually       Other (Specify): \_\_\_\_\_

- Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.



COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

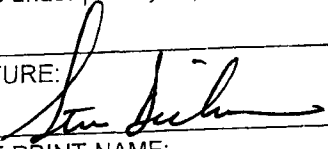
- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME: <b>R.F. Dickson Co., Inc.</b>	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: 	DATE: <b>3/10/11</b>
PLEASE PRINT NAME: <b>Steve Dickson</b>	TITLE OR POSITION: <b>President</b>

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM  
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. CHECK EACH APPLICABLE BOX.

**LIVING WAGE ORDINANCE:**

- I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

- I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS :**

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

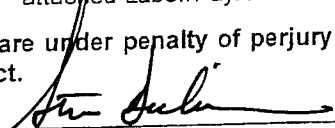
**History of Determinations of Labor Law/Payroll Violations (Check One):**

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

  
Owner's/Agent's Authorized Signature

**R.F. Dickson Co., Inc.**

Print Name of Firm

**Steve Dickson**

Print Name and Title

**3/10/11**

Date

**R.F. Dickson Co., Inc. HAS NO PAYROLL/DEBARMENT VIOLATIONS**

FORM LW-5

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: _____	Print Name of Owner: _____
Print Address of Firm: _____	Owner's/AGENT's Authorized Signature: _____
City, State, Zip Code _____	Print Name and Title: _____

<b>Public Entity Name</b>	
<b>Public Entity Address:</b>	<b>Street Address:</b> _____
	<b>City, State, Zip:</b> _____
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b> _____
	<b>Date Claim Opened:</b> _____
<b>Name and Address of Claimant:</b>	<b>Name:</b> _____
	<b>Street Address:</b> _____
	<b>City, State, Zip:</b> _____
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**R.F. Dickson Co., Inc. HAS NO PAYROLL/DERAMENT VIOLATIONS**

FORM LW-6

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<p><b>COUNTY DETERMINATION</b></p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p><b>RANGE OF DEDUCTION</b> _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p><b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p><b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p><b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p>2 - 3%</p>	<p>4 - 6%</p>
<p><b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	<p>0 - 1%</p>	<p>1 - 2%</p>
<p><b>NONE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p>0</p>	<p>N/A</p>

**Assessment Criteria**

\* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE  
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: R.F. Dickson Co., inc.

Name of Proposer's Health Plan: \_\_\_\_\_ Date: 3/10/11

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after \_\_\_ days of employment.
- Is defined as an employee who is employed more than \_\_\_ hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_ DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS \_\_\_ DAYS.

STAFFING PLAN AND COST METHODOLOGY FOR STREET SWEEPING SERVICES IN SOUTH WHITTIER (2011-PA002)

PROPOSER: R.F. Dickson Co., Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Sweeper Operator		11	9	11	10	9.25		2613	13.5	\$38,873.25
Sweeper Operator			8		3.75	9.25		1092	13.5	\$15,180.75
Sweeper Operator						9.25		481	13.5	\$6,932.25
Sweeper Operator						9.25		481	13.5	\$6,932.25
Supervisor		1	1	1	1	2		312	17.0	\$5,304.00
										\$
										\$
										\$
										\$
										\$
Comments/Notes:										
Total Annual Salaries										\$73,222.50
(1) Vacations, Sick Leave, Holiday										\$5,974.80
(2) Health Insurance **										\$
(3) Payroll Taxes & Workers' Compensation										\$14,937.00
(4) Welfare and Pension										\$
Total Annual Employee Benefits (1+2+3+4)										\$2,0911.80
(5) Equipment Costs										\$195,425.75
(6) Service and Supply Costs										\$54,769.00
(7) General and Administrative Costs										\$69,615.97
(8) Profit										\$27,384.50
Total Annual Other Costs (5+6+7+8)										\$347,195.22
TOTAL ANNUAL PRICE										\$441,329.52

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County. Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance worker, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

**Steve Dickson**  
Name of Proposer

  
Signature

**3/10/11**  
Date











**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS**

<b>INSTRUCTIONS</b>	
<p>The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.</p> <p>Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.</p> <p style="text-align: center;"><b>ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.</b></p>	
<b>QUESTION</b>	<b>RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.</b>
<p><b>1. TRACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p><b>1.1 Employees report to the Downey Yard at their assigned schedule start time. Then the employees swipes a magnetic time card into a time clock which records the in time and out time of each employee. Sweeper Operators also have a tachometer in each vehicle records time. Each employee puts a new one in at the start of his shift. All employees have a hand written time sheet which he fills out on a daily basis</b></p> <p><b>1.2 All local employees report to the Downey yard located at 12524 Columbia Way Downey, CA 90242 at their assigned schedule start time. Then they travel to the work site.</b></p> <p><b>1.3 The employees time starts as soon as he or she punches the time clock. The employee is paid while traveling to the work site.</b></p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>2. REPORTING TIME</b> How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p><b>2.</b> Computerized time sheets are generated daily and checked by supervisors to assure that all employees are present and are on their schedule route. Out of town employees call into the office when they are at the starting point. All Operators turn in a hand written time sheet to match up to the punch in times and tach sheets</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b> 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p><b>3.1</b> Computerized payroll detail time sheets with daily punch in and out times. <b>3.2</b> Computerized payroll detail time sheets with daily punch in and out times, and hand written time sheets <b>3.3</b> Computerized payroll detail time sheets are run daily. Driver time sheets are filled out daily. <b>3.4</b> Payroll manager prints and reviews reports for each pay period. <b>3.5</b> The Payroll Manager compares the computer generated payroll detail sheets to the drivers hand written sheets and tach sheets to assure that they are correct. <b>3.6</b> All payroll records that are used to generate the payroll are maintained and stored as mandated by Federal and State requirements <b>3.7</b> Yes, all records are checked and used to create the proposer's payroll <b>3.8</b> See attached records</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION	RESPONSES
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>N/A</p>
<p><b>5. BREAKS</b></p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 The individual operator has a tech sheet in his sweeper and he will write on the sheet when he takes his breaks and lunch breaks, the tach will show no activity during that time.</p> <p>5.2 All hand written time sheets have a space where an employee signs at the bottom that he has taken all his breaks and lunch break on a daily basis.</p> <p>5.3 The payroll clerk and manager review each time sheet when preparing the payroll to make sure every employee has taken his breaks.</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

**QUESTION**

- 6. **HOW PAYROLL IS PREPARED**
- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?
- 6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

- 6.1 The payroll is generated in house on a computerized payroll program. Employee hours are manually input according to job and pay rate.
- 6.2 Employees receive one automated paycheck biweekly for all wages earned in that pay period.
- 6.3 Employees receive one automated paycheck biweekly for all wages earned in Which includes regular time, overtime and double time.
- 6.4 Employees name, regular hours worked, overtime hours, double time hours, holiday, vacation, rate of pay, gross pay, tax deductions, insurance deductions and ganishments
- 6.5 All copies attached.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p style="text-align: center;"><b>No manual payroll</b></p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p><b>8.1 The payroll clerk compares employees time cards with time clock reports and attach sheets to verify hours worked each day. The time is entered by day and job number. The system calculates gross pay, taxes and other deductions to determine net pay and prints a computer generated check</b></p> <p><b>8.2 Each job has a pay rate code. the system pays the proper wage for each job.</b></p> <p><b>8.3 Calculation is embedded in the payroll software.</b></p>



QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>9. TRAVEL TIME</b></p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p><b>9.1</b> Employees are paid their regular hourly wage for travel time. Time starts when employees punches in on time clock at shop and stops when he clocks out at shop</p> <p><b>9.2</b> Travel time is paid at the employee's hourly rate for the job.</p> <p><b>9.3.a.</b> Employee would be paid rate for th LW job including travel time and the paid the other four hours at the jobs rate.</p> <p><b>9.3.b.</b> Employee would be paid LW rate for the entire day including travel time.</p>
<p><b>10. OVERTIME</b></p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	

DATED: **3/10/11**

PROPOSER'S SIGNATURE: 

**Payroll Detail**  
**For the period of 02/28/2011 to 03/06/2011**

Week	Date In	Time In	Date Out	Time Out	Job Code	Break	Hours	Reg	Ovt1	Ovt2	Day Total	
<b>Pope, Donald Number: 38 Code: 140</b>												
1	<input type="checkbox"/> 02/28	3:00 AM	02/28	12:00 PM	100000	30u	8.50	8.00	0.50	0.00	8.50	
	<input type="checkbox"/> 03/01	7:00 AM	03/01	6:30 PM	100000	30u	11.00	8.00	3.00	0.00	11.00	
	<input type="checkbox"/> 03/02	4:45 AM	03/02	4:30 PM	100000	30u	11.25	8.00	3.25	0.00	11.25	
	<input type="checkbox"/> 03/03	4:00 AM	03/03	3:00 PM	100000	30u	10.50	8.00	2.50	0.00	10.50	
	<input type="checkbox"/> 03/04	5:00 AM	03/04	3:30 PM	100000	30u	10.00	8.00	2.00	0.00	10.00	
							51.25	40.00	11.25	0.00	51.25	
	<b>Period Totals</b>							<b>51.25</b>	<b>40.00</b>	<b>11.25</b>	<b>0.00</b>	<b>51.25</b>





THURSDAY DATE: 3-3-11

CITY NAME	TRUCK #	PROD HRS	DOWN HRS	SHOP HRS	FLAT HRS	RAIN HRS	TRN HRS	DEBRIS LOADS	DEBRIS SITE	WATER LOADS	LUNCH HOUR
SEAL BEACH 31376V	177	5								2	10:50 9:00-9:30
THE BLUFFS	177	1 3/4						1	BEL-ART	1	
BRADBURY 31283	177	3 1/4		1/2				1	RFD	1	

FRIDAY DATE: 3-4-11

CITY NAME	TRUCK #	PROD HRS	DOWN HRS	SHOP HRS	FLAT HRS	RAIN HRS	TRN HRS	DEBRIS LOADS	DEBRIS SITE	WATER LOADS	LUNCH HOUR
LOMITA	177	5						1	BEL-ART	2	10:00 11:30-12:00
LATHIO	177	4 3/4		1/4				1	RFD	2	CHANGED LEFT SIDE BROOM

SATURDAY DATE:

CITY NAME	TRUCK #	PROD HRS	DOWN HRS	SHOP HRS	FLAT HRS	RAIN HRS	TRN HRS	DEBRIS LOADS	DEBRIS SITE	WATER LOADS	LUNCH HOUR

I certify the daily and weekly hours of work recorded are accurate. I also certify that I received all the rest breaks that I was entitled to on each workday, and I took a meal period of at least 30 minutes each workday if I worked more than five hours in a day. I was not instructed to work off the clock. I will report any inaccuracies immediately to management, and will not sign this time card if it is inaccurate. I certify that during this pay period and as of the completion of this day, I have not suffered or observed a job related injury, accident or a sexual harassment situation.

EMPLOYEE: Don Fore

DATE: 3-4-11

Award information has not been added at this time.

---

### Bid Information

**Bid Number :** PW-ASD 801  
**Bid Title :** NOTICE OF REQUEST FOR PROPOSALS FOR STREET SWEEPING SERVICES (2011-PA002)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** STREET SWEEPING SERVICES  
**Open Date :** 2/10/2011  
**Closing Date :** 2/24/2011 9:00 AM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** N/A  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contracts for Street Sweeping Services (2011-PA002). The total annual contract amount of these services is estimated to be \$500,000 for South Whittier; \$220,000 for West Whittier; \$470,000 for Valinda/Hacienda Heights; \$310,000 for Azusa/Covina/Claremont; and \$180,000 for Marina del Rey, et al., Road Division 233 and Road Division 433.

The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Lorena Calderon at (626) 458-4169 or [lcalderon@dpw.lacounty.gov](mailto:lcalderon@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Each area will be awarded and evaluated independently. Proposers may submit a proposal for one or more locations. The proposal must specify the area(s) it's submitted for. The anticipated start date for Azusa/Covina/Claremont is January 2012; the anticipated start date for the other four areas is July 2011.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the Proposer or its managing employee must have a minimum of five years of experience performing street sweeping services.

A Proposers' Conference will be held Thursday, February 24, 2011, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation by Wednesday, March 2, 2011, at 5:30 p.m. After this date, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, March 10, 2011, at 5:30 p.m. Please direct your questions to Ms. Calderon at the number listed on the previous page.

**Contact Name :** Lorena Calderon  
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