



MARK PESTRELLA, 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

December 28, 2022

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

### **NOTICE OF INVITATION FOR BIDS FOR STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)**

PLEASE TAKE NOTICE that Public Works requests bid submissions for Street Sweeping Services for the Area of South Whittier (BRC0000409) contract. **The services requested in this Invitation for Bids (IFB) constitutes "public works" as defined in Section 1720 of the California Labor Code. For more information, please note the important notice regarding Prevailing Wage and Living Wage section of this IFB starting on page 3.** This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of these services is estimated to be \$680,000. The IFB with contract specifications, forms, and instructions for preparing and submitting bids may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Jessica Dunn at (626) 458-4169 or [jdunn@pw.lacounty.gov](mailto:jdunn@pw.lacounty.gov) or Mr. Jairo Flores at (626) 458-4069 or [jflores@pw.lacounty.gov](mailto:jflores@pw.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://pw.lacounty.gov/brcd/servicecontracts>.**

#### **Important instruction regarding this solicitation:**

PLEASE NOTE: This is a Proposition A solicitation, as such, the County's Living Wage Ordinance is applicable to the resultant contract. Contractors shall pay wages at rates in compliance with the Living Wage Ordinance. Please review and familiarize yourself with the Living Wage Ordinance requirements as provided in:

- Part I, Section 1, Item L, Living Wage Program
- Form LW-1, Living Wage Program
- Power Point slides available electronically at the website listed above

### **"Do Business with Public Works" Website Registration**

All interested bidders for this IFB are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this IFB through the website will receive automatic notification when any update to this IFB is made. **The County does not have an obligation to notify any bidders other than through the Public Works website's automatic notification system.**

### **Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise**

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

All interested firms that are included in the qualified contractor list resulting from Request for Statement of Qualifications (RFSQ) for Street Sweeping Services (2015-SQPA004) are invited to submit a bid provided that they meet the minimum requirements identified in this IFB.

**Minimum Mandatory Requirements:** At the time of bid submission, bidders must meet all minimum mandatory requirements set forth in the RFSQ and IFB document including, but not limited to:

**Note: The use of subcontractors is prohibited for this service. If a bidder makes reference to a subcontractor or if a bidder includes a list of subcontractors to perform the work requested, the bid will be immediately disqualified. Please disregard all references to subcontractors in this IFB.**

1. Bidder or its managing employee must have a minimum of 3 years of experience performing street sweeping services.
2. Bidder is included in the Qualified Contractor List resulting from the RFSQ for Street Sweeping Services (2015-SQPA004).
3. Bidder must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

### **Important Notice Regarding Prevailing Wage and Living Wage:**

When preparing your bid, please note the following:

1. The bidder's contracted work in this IFB constitutes "public work" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the RFSQ for Street Sweeping Services (2015-SQPA004).
2. The services requested in this IFB require payment of prevailing wage and may include nonprevailing wage work. Bidders shall comply with both the Prevailing Wage and County Living Wage Ordinance (LWO) requirements. The contractors shall pay prevailing wages in compliance with the California Labor Code appropriate for the prevailing wage work requested and shall pay living wage rates in compliance with the LWO. The contractors shall comply with all requirements of the LWO for both prevailing wage and nonprevailing wage work. Please refer to Form LW-1, Living Wage Program.
3. Bidders must always pay the higher rate of either the County's Living Wage rate or the applicable Prevailing Wage rate for each classification used in this contract. As an example, if a bidder uses any of the prevailing wage classification(s) appropriate for the work as referenced in this notice, which are more than the County's Living Wage of \$17.14 per hour for year 2022, then the bidder must pay one of the Department of Industrial Relations (DIR) Prevailing Wage rates. Note that both of the Prevailing Wage rates are higher than the County's Living Wage rate.
4. Bidders are responsible for determining the appropriate prevailing wage classification needed to perform the work requested. Please refer to California Labor Code, Section 1773.2:

"The body awarding any contract for public work, or otherwise undertaking any public work, shall specify in the call for bids for the contract and in the bid specifications and in the contract itself, what the general rate of per diem wages is for each craft, classification, or type of worker needed to execute the contract.

**In lieu of specifying the rate of wages in the call for bids, and in the bid specifications and in the contract itself, the awarding body may, in the call for bids, bid specifications, and contract, include a statement that copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request.** The awarding body shall also cause a copy

of the determination of the director of the prevailing rate of per diem wages to be posted at each jobsite."

Further, please refer to Exhibit B, Section 14, pages 54-56, of the RFSQ, Prevailing Wage, which in part states:

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

The contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner.

Copies of the prevailing rate of per diem wages are on file at Los Angeles County Public Works Project Management III and will be made available for inspection by request to the Contract Manager. **(Note to the bidders: During the solicitation process and prior to the award of contract, please direct your inquiries to the Contract Analysts identified in the solicitation document. You may contact the Contract Manager only after the award of contract.)** Pursuant to Labor Code Section 1773.2, the County has made these documents available for inspection by the contractor in lieu of the County specifying the general rate of per diem wages for each craft, classification, and type of worker needed to execute the contracted work. Future effective wage rates will be on file with the DIR. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the contract in the same manner as if they had been included or referenced in the contract.

In addition, regarding the Posting of Prevailing Wage Rates:

The contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable laws including posting of jobsite notices required by Title 8 of the California Code of Reg. §16451.

5. In selecting the prevailing wage classification(s) appropriate for the work, you may consider the DIR Determination for the Craft/Classifications, which was issued on October 4, 2021. A copy of the DIR Interim Determination may be accessed at <https://www.dir.ca.gov/OPRL/coverage/year2021/2020-005.pdf>, and also attached as Attachment 1.
6. Bidders should also consider DIR research unit's response to Public Works request for a minimum rate of pay determination for street sweeping work on a project in Los Angeles County. A copy of the DIR response is attached as Attachment 2.
7. Until further clarification from DIR, bidders LW-8, Staffing Plan and Cost Methodology, must identify one of the two classifications identified in DIR's research unit's response to Public Works request for a minimum rate of pay determination for street sweeping work. No other form of wages, such as a collective bargaining agreement's wage, can be used in lieu of these two rates.

We also recommend that you review the Division of Labor Standards Enforcement, Public Works Manual in reference to workers performing work under two or more classifications, specifically, Sections 3.2.7.1 and 4.1.4. The manual is accessible at the following link: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

8. The LW-8, Cost Methodology and the Hourly Wage Rates submitted by your firm for the employees that will perform the work under this contract, if awarded, must demonstrate payments consistent with the prevailing wage and living wage rates, as applicable, to your employees for the work performed. **If your LW-8 fails to demonstrate compliance with this requirement, your bid may be rejected.**

#### **IMPORTANT NOTICE**

Submission of proposals **will only be accepted electronically using BidExpress or electronic proposals via Universal Serial Bus (USB) drive or compact disk to the Cashier's Office at Public Works Headquarters** located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. **Submission of hard copy proposals will not be accepted.**

**PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:**

**Electronic Submission of Proposals**

In lieu of submitting electronic proposals via USB drive or compact disk to the cashier's office, proposals may be submitted electronically through [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website. To submit your proposals using this method, register with BidExpress, by or before the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. Be advised, there is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disc, or any other materials to the County via mail.

Proposals received after the closing date and time specified in this Notice of Invitation for Bids will be rejected by Public Works as nonresponsive.

**A. Bid Submission Requirements:**

Bids will be reviewed on a Pass/Fail basis concerning the items listed below. Bids not meeting all of these requirements may be rejected as nonresponsive. All responsive bids will be evaluated according to Section B, Bid Selection.

1. Bidder has completed and signed all appropriate forms listed in this IFB, Part I, Forms.
2. Bidder has demonstrated that it complies with all minimum requirements as outlined in the minimum mandatory requirements set forth in the RFSQ and IFB. (Use Form PW-18.1, Bidder's Compliance with the Minimum Mandatory Requirements.)
3. Bidder's submitted Form LW-8.1 through LW-8.4, Bidder's Staffing Plan and Cost Methodology.
4. The LW-8 must demonstrate compliance with the prevailing wage requirements of the Labor Code for prevailing wage work and compliance with the County's Living Wage requirements, pursuant to County Code 2.121.250, for nonprevailing wage work. Bidders should comply with both the Prevailing Wage and Living Wage Ordinance (LWO)

requirements. While the Prevailing Wage should be paid when deemed necessary, the LWO language requires contractors to comply with other components of the LWO. Please refer to Section 9 of the RFSQ and Form LW 1, Living Wage Program, for LWO requirements.

5. Bidder has submitted proof of valid and active State of California DIR Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registration will not be accepted.**
6. The County will not allow any bidders' exceptions, additions, conditions, limitations, modifications, or provisions to the RFSQ and IFB.
7. Bid was time stamped by the Cashier or BidExpress prior to the deadline for submission of the Bid. Any Bid without a Public Works or BidExpress time stamp verifying that the deadline for submission has been met will be rejected.
8. Unless the Bids are submitted electronically through [www.bidexpress.com](http://www.bidexpress.com), Bids must be submitted to the Los Angeles County Public Works Cashier's office located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Bidder and this IFB with **two (2)** complete electronic sets of the Bid that includes all related information in the following formats:
  - Electronic: Two electronic copies on a compact disc or universal serial bus drive in PDF format as follows:
    - One original electronic copy.
    - One redacted electronic copy - Bidder shall redact any trade secret, confidential, proprietary, or other personal information from the bid, such as Social Security numbers.

Bids are received only when accepted and time stamped by the Cashier's office. All other indications of apparent timely delivery may be disregarded.

**PLEASE NOTE: HARD COPIES OF BIDS WILL NOT BE ACCEPTED.**

- In lieu of submitting electronic Bids to the Cashiers Office, Bids may be submitted electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website.
  - More information is provided on electronic submission of the bid through [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding

service website. To submit your bids electronically, register with BidExpress, by or before the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

- Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Bidders shall plan ahead and allow sufficient time to account for the file size limitation before the bid submission deadline to complete the uploading of bid files.
- Bids received after the closing date and time specified in this Notice of Invitation for Bids will be rejected by Public Works as nonresponsive. If Bidder submits a Bid through BidExpress, Bidder should not send hard copies, CDs, or any other materials to the County.

**There will be no bidders' conference for this solicitation.** The deadline to submit written questions for a response is **Wednesday, January 18, 2023, by or before 5:30 p.m.** All bidders on the Qualified Contractors List will be given a copy of all questions and answers for their information via e-mail only.

**The deadline to submit bids is Wednesday, February 8, 2023, at 5:30 p.m.** Please direct your questions to Ms. Dunn.

Bidders are instructed not to contact any County personnel other than the Contract Analysts listed below regarding this solicitation. All contacts regarding this IFB or any matter relating thereto, must be in writing and may be mailed or e-mailed to:

Los Angeles County Public Works  
Business Relations and Contracts Division - 8th Floor  
Attention Ms. Jessica Dunn  
P.O. Box 1460  
Alhambra, CA 91802-1460

E-Mail: [jdunn@pw.lacounty.gov](mailto:jdunn@pw.lacounty.gov)  
Telephone: (626) 458-4169

Or

E-Mail: [jflores@pw.lacounty.gov](mailto:jflores@pw.lacounty.gov)  
Telephone: (626) 458-4069



If it is discovered that a bidder contacted and received material information from any County personnel other than the Contract Analysts named above regarding this solicitation, the County, in its sole determination, may disqualify their bid from further consideration.

**B. Bid Selection:**

All responsive submitted bids will receive a score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

Proposed Price (100 points)

The proposed price should accurately reflect the bidder's cost of providing the required products and services and any profit expected during the contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the LSBE, DVBE, or SE Preference Programs, as applicable.

LSBE, DVBE, or SE Preference Programs: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-9.1, Request for County's Preference Programs Consideration and CBE Firm/Consideration Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest averaged price proposed will be calculated, which shall not exceed \$150,000 and that amount will be deducted from the averaged prices submitted by all LSBE, DVBE, or SE bidders who requested and were granted the LSBE, DVBE, or SE Preference Programs. The LSBE, DVBE, or SE Preference Programs will not reduce or change the bidder's payment, which is based on the bidders proposed price.

Subject to such adjustment(s), the lowest average Total Adjusted Proposed Annual Price for years 1 through 4, quoted in the Summary Sheet for Schedule of Prices, Form PW-2.5, will receive the full weight of this evaluated item. Other bids will receive a prorated score calculated as follows: divide the lowest average Total Adjusted Proposed Annual Price for years 1 through 4 on Form PW-2.5, by each other bidder's average Total Adjusted Proposed Annual Price for years 1 through 4 on Form PW-2.5, and multiply the result by the maximum possible points for this evaluation criterion. The bid with the lowest average Total Adjusted Proposed Annual Price may not necessarily be awarded a contract.

**C. Invitation for Bids**

1. All definitions, provisions, requirements, and rules of interpretation set forth in the RFSQ including Addenda to the RFSQ, for Street Sweeping Services (2015-SQPA004), also apply to this IFB.

2. The County reserves the right to cancel this IFB at any time at its sole discretion. In the event of any such rejection of IFBs or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of an IFB.

**Follow us on Twitter:**

We encourage you to follow us on Twitter [@LACoPublicWorks](https://twitter.com/LACoPublicWorks) for information on Public Works and instant updates on contracting opportunities and solicitations.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act coordinator at (626) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works

A handwritten signature in black ink, appearing to read 'Steve Burger'. The signature is stylized with a large 'S' and 'B'.

STEVE BURGER  
Deputy Director

JD

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Enc.

**LOS ANGELES COUNTY**

**PUBLIC WORKS**

**INVITATION FOR BIDS**

**FOR**

**STREET SWEEPING SERVICES FOR THE AREA OF  
SOUTH WHITTIER (BRC0000409)**



Approved November 23, 2022  
MARK PESTRELLA, PE  
Director of Public Works

By:   
Deputy Director

INVITATION FOR BIDS  
FOR  
STREET SWEEPING SERVICES FOR THE AREA OF  
SOUTH WHITTIER (BRC0000409)

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## PART II

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PW-2.1 – 2.5	Schedule of Prices
PW-9.1	(SUPPLEMENTAL) Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
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LW-8.1 – 8.4	Staffing Plan and Cost Methodology

**ATTACHMENTS**

1. DIR Prevailing Wage Decisions October 4, 2021
2. DIR research unit's response to Public Works request

**SCHEDULE OF PRICES**  
**STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

By submission of this Bid, Bidders certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

ITEM	DESCRIPTION	UNIT	WEEKLY QUANTITY	UNIT PRICE	NO. OF WEEKS	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	300	\$	X 52	\$
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	10	\$	X 52	\$
<b>TOTAL ANNUAL PROPOSED PRICE</b>						<b>\$</b>

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

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.

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LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

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SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS:		
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**SCHEDULE OF PRICES  
STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

By submission of this Bid, Bidders certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

ITEM	DESCRIPTION	UNIT	WEEKLY QUANTITY	UNIT PRICE	NO. OF WEEKS	ANNUAL PRICE
1.	Sweeping of curbed streets <sup>1</sup>	CURB MILES (CM) <sup>2</sup>	300	\$	X 52	\$
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) <sup>3</sup>	10	\$	X 52	\$
<b>TOTAL ANNUAL PROPOSED PRICE</b>						<b>\$</b>

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

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.

**SUMMARY SHEET OF SCHEDULE OF PRICES  
FOR  
STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. 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.

By submission of this Bid, Bidders certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

NOTE: Bidder must provide pricing for ALL contract terms including the 4th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

ITEM	TERMS	ANNUAL PRICE
1	Street Sweeping Services for the area of South Whittier (Initial Term)	\$
2	Street Sweeping Services for the area of South Whittier (Option Year 1)	\$
3	Street Sweeping Services for the area of South Whittier (Option Year 2)	\$
4	Street Sweeping Services for the area of South Whittier (Option Year 3)	\$
<b>TOTAL PRICE FOR YEARS' 1 THROUGH 4</b>		\$
<b>AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)</b>		\$

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS:		
PHONE	FACSIMILE	E-MAIL

County of Los Angeles  
Request for County's Preference Program Consideration and  
CBE Firm/Organization Information Form

- I. **INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ **DCBA certification is attached.**

Name of Firm	County Webven No.		
Print Name:	Title:		
Signature:	Date:		
Reviewer's Signature	Approved	Disapproved	Date

**(SUPPLEMENTAL) FORM PW-9.1**

**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:

- 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):						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> 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. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.**

**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:
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## GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Signature	Title
Firm Name	Date

**TRANSMITTAL FORM TO REQUEST A  
SOLICITATION REQUIREMENTS REVIEW**

***Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

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

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

I understand that this request must be received by the County within **ten 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 supporting documentation)*

Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

**ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title
Signature:	Date:



**BIDDER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE IFB FOR  
STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)**

**BIDDER MUST CHECK A BOX IN EVERY SECTION**

Important Note: The information on this form is subject to verification.

**At the time of bid submission, Bidder must meet the following minimum requirement:**

1. The Bidder or its managing employee must have a minimum of 3 years of experience performing street sweeping services.

☐ Yes. Bidder or its managing employee does meet the experience requirement stated above.

Bidder or Bidder's Managing Employee's Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experiences

☐ No. Bidder or its managing employee does not meet the experience requirement stated above.

2. Bidder is included in the Qualified Contractor List resulting from the RFSQ for Street Sweeping Services (2015-SQPA004).

☐ Yes. Bidder is included in the Qualified Contractor List resulting from the RFSQ for Street Sweeping Services (2015-SQPA004).

☐ No. Bidder is not included in the Qualified Contractor List resulting from the RFSQ for Street Sweeping Services (2015-SQPA004). **By checking this box, the Bid Submission will be immediately disqualified as nonresponsive.**

**BIDDER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE IFB FOR STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)**

3. Bidder performing prevailing wage work, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

- ☐ Yes. Bidder, performing prevailing wage work has submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates

\*List the page number in the bid containing the copies of Bidder's State of California Department of Industrial Relations Public Works Contractor Registration. (Please attach additional pages, if needed.)

- ☐ No. Bidder has NOT submitted proof of a valid and active State of California Department of Industrial relations Public Works Contractor Registration. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

**Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.**

Signature	Title
Firm Name	Date

P:\aepub\Service Contracts\CONTRACT\Jessica\Street Sweeping\2022\South Whittier - Rebid\01 IFB\_w PW\04.6 FORM PW 18.1 MMR (Supplement).docx

**STATEMENT OF EQUIPMENT FORM  
FOR  
STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER (BRC0000409)**

PROPOSER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE**

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.

[illegible]

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title
Signature:	Date:

**COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**

**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
(the "Contractor"), certify that on County Contract:

Contract Number:	
Contract Name:	

- ☐ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- ☐ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors at all tiers.

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**I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.**

Company/Contractor Name:	
Print Name:	Title
Signature:	Date:

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.20 Definitions.**

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

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

industry standard and is approved as such by the Chief Executive Officer.

- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business. (Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.30      Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.040      Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
  2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
  3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
  4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
  5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments. (Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050      Other provisions.**

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

instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.60      Employer retaliation prohibited.**

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

#### **2.201.70      Employee retention rights.**

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

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)



## **2.201.80      Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A.      An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B.      The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  - 1.      Assess liquidated damages as provided in the contract; and/or
  - 2.      Recommend to the board of supervisors the termination of the contract; and/or
  - 3.      Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

## **2.201.090      Exceptions.**

- A.      Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B.      Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides. (Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

## **2.201.100      Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW 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):
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		<input type="checkbox"/> Yes <input type="checkbox"/> No

**I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:**

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*attach 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:

## Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, and every year thereafter.

COUNTY OF LOS ANGELES

**ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE  
AND CONTRACTOR NONRESPONSIBILITY DEBARMENT**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

**LIVING WAGE ORDINANCE:**

☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

☐ The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands 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 an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this 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 three (3) 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 three (3) years of the date of the proposal that the Firm committed a Labor Law/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 (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (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) 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

## Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from July 1, 2022, and will end June 30, 2023, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

**Important: CONTRACTOR IS RESPONSIBLE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.**

**HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

Effective Date	Hourly Rate
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

For example, contractor's term cover from July 1, 2022, to December 31, 2022, the Living Wage rate is \$17.14 and from January 1, 2023, to June 30, 2023, the Living Wage rate is \$17.14+CPI; therefore, the Contractor's LW-8 for this period must be \$17.14+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:**      Street Sweeping Services for the Area of South Whittier (BRC0000409)

**BIDDER:** \_\_\_\_\_

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
<b>Comments/Notes:</b>								<b>Total Salaries</b>			\$
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>								(1) Vacations, Sick Leave, Holiday			\$
								(2) Health Insurance			\$
								(3) Payroll Taxes & Workers' Compensation			\$
								(4) Welfare and Pension			\$
								<b>Total Employee Benefits (1+2+3+4)</b>			\$
								(5) Equipment Costs			\$
								(6) Service and Supply Costs			\$
								(7) General and Administrative Costs			\$
								(8) Profit			\$
								<b>Total Other Costs (5+6+7+8)</b>			\$
								<b>TOTAL PRICE</b>			\$

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

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder 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. Bidder'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, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

**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 Bid.**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FORM LW-8.2  
OPTION YEAR 1**

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:**      Street Sweeping Services for the Area of South Whittier (BRC0000409)

**BIDDER:** \_\_\_\_\_

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
<b>Comments/Notes:</b>								<b>Total Salaries</b>			\$
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>								(1) Vacations, Sick Leave, Holiday			\$
								(2) Health Insurance			\$
								(3) Payroll Taxes & Workers' Compensation			\$
								(4) Welfare and Pension			\$
								<b>Total Employee Benefits (1+2+3+4)</b>			\$
								(5) Equipment Costs			\$
								(6) Service and Supply Costs			\$
								(7) General and Administrative Costs			\$
								(8) Profit			\$
								<b>Total Other Costs (5+6+7+8)</b>			\$
								<b>TOTAL PRICE</b>			\$

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

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder 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. Bidder'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, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

**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 Bid.**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FORM LW-8.3  
OPTION YEAR 2**

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:**      Street Sweeping Services for the Area of South Whittier (BRC0000409)

**BIDDER:** \_\_\_\_\_

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
<b>Comments/Notes:</b>								<b>Total Salaries</b>			\$
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>								(1) Vacations, Sick Leave, Holiday			\$
								(2) Health Insurance			\$
								(3) Payroll Taxes & Workers' Compensation			\$
								(4) Welfare and Pension			\$
								<b>Total Employee Benefits (1+2+3+4)</b>			\$
								(5) Equipment Costs			\$
								(6) Service and Supply Costs			\$
								(7) General and Administrative Costs			\$
								(8) Profit			\$
								<b>Total Other Costs (5+6+7+8)</b>			\$
								<b>TOTAL PRICE</b>			\$

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

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder 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. Bidder'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, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

**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 Bid.**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:**

**Street Sweeping Services for the Area of South Whittier (BRC0000409)**

**BIDDER:** \_\_\_\_\_

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
											\$
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											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:					Total Salaries						\$
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.					(1) Vacations, Sick Leave, Holiday						\$
					(2) Health Insurance						\$
					(3) Payroll Taxes & Workers' Compensation						\$
					(4) Welfare and Pension						\$
					Total Employee Benefits (1+2+3+4)						\$
					(5) Equipment Costs						\$
					(6) Service and Supply Costs						\$
					(7) General and Administrative Costs						\$
					(8) Profit						\$
					Total Other Costs (5+6+7+8)						\$
					TOTAL PRICE						\$

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

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder 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. Bidder'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, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

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

Name of Bidder

Signature

Date \_\_\_\_\_

## STATE OF CALIFORNIA

GAVIN NEWSOM, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS

**Katrina S. Hagen, Director**

Office of the Director

1515 Clay Street, 17th Floor

Oakland, CA 94612

Tel: (510) 286-7087 Fax: (510) 622-3265



October 4, 2021

Jesse Jimenez

Director of Field Operations

Foundation for Fair Contracting

3807 Pasadena Avenue, Suite 150

Sacramento, California 95821

Re: Public Works Case No. 2020-005  
Street Sweeping Maintenance Services  
City of Elk Grove

Dear Mr. Jimenez:

This constitutes the determination of the Director of Industrial Relations regarding coverage of the above-referenced project under California's prevailing wage laws and is made pursuant to California Labor Code section 1773.5<sup>1</sup> and California Code of Regulations, title 8, section 16001, subdivision (a). Based on my review of the facts of this case and an analysis of the applicable law, it is my determination that street sweeping maintenance services for the City of Elk Grove constitute public work and are therefore subject to prevailing wage requirements.

**Facts**

The City of Elk Grove (City) solicited bid proposals for its "Street Sweeping Maintenance Services Project (OM 2005)," which includes in its scope of work "street sweeping either by machine sweeping or hand sweeping all designated improved public streets including curb returns and median islands within the City of Elk Grove city limits on a uniform schedule including approximately 14,000 curb miles throughout the City." The sweeping is conducted in "residential areas, major corridors or arterial streets, commercial/industrial corridors, parking lots, and intersection sweeps at signalized intersections." Depending on the area, the frequency of the sweeping can be as often as once per week for major streets but is generally done on a once-per-month basis.

The contractor must employ regenerative air or vacuum sweepers to remove all loose debris and material along the sweeping path, including, but not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, litter, trash, small tree limbs, palm fronds, and other debris. Larger debris may be swept by a broom sweeper. Any debris

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<sup>1</sup> Unless otherwise indicated, all further statutory references are to the California Labor Code.

that is swept onto the sidewalk, driveway aprons, and access ramps must also be removed. The contractor must manually remove debris that cannot be swept mechanically. Unusually heavy debris that cannot be removed by “extra effort sweeping” must be immediately reported to the City. The contract includes other related services. The contractor must include “residential street leaf pickup” that occurs four times a year, typically in the months of December and January. The contractor must also be able to respond within an hour to “remove and eliminate a public safety hazard.”

The solicitation originally contained provisions requiring compliance with prevailing wage requirements. An addendum later removed all references to prevailing wage requirements, and the City’s response to bidders’ “requests for interpretation” expressly states that prevailing wage rates are not required for the contract. The City cites PW Case No. 2005-007, *City of Santa Clarita* (June 1, 2005/Feb. 7, 2006) (*Santa Clarita Street Sweeping*), which determined that street sweeping, under the specific facts of that particular case, does not constitute public works. In analyzing the impact of coverage under the prevailing wage law, a City staff report estimated that prevailing wage requirements would double the annual cost of the contract from \$400,000 to approximately \$800,000.

### **Contentions Advanced by Interested Parties**

The Foundation for Fair Contracting (FFC), which made the request for this determination, argues that street sweeping is maintenance because it is routine, recurring, and usual work done for the preservation, protection, sanitation, and keeping of publicly-owned and operated facilities and for the protection and safety of the public as a whole. FFC raises a number of dangerous road conditions that are alleviated by routine street sweeping, and FFC’s overriding concern is that unsafe conditions for motorists and cyclists are created when roadway debris accumulates.

In support of its argument, FFC refers to four prior coverage determinations issued by the Department finding that street sweeping work is covered under the prevailing wage law, later discussed below. FFC also cites PW Case No. 2016-015, *Snow Removal and Snow Staking Services – County of El Dorado* (Jan. 31, 2017) (*El Dorado Snow Removal*) and argues that street sweeping is similar to snow removal and is not subject to the janitorial or custodial exceptions to the maintenance definition because street sweeping is neither janitorial nor custodial in nature.

The City of Elk Grove states that it determined prevailing wage requirements do not apply to street sweeping, based on the *Santa Clarita Street Sweeping* determination. The City makes no other additional argument and requests guidance from the Department to comply with its prevailing wage obligations, if any.

### **Discussion**

All workers employed on public works projects must be paid at least the prevailing wage rates applicable to their work. (§ 1771.) The standard and most common definition of “public works” is construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. (§ 1720, subd. (a)(1).)

Maintenance work is also a type of public work, and the prevailing wage law expressly applies to “contracts let for maintenance work.” (§ 1771; *Reliable Tree Experts v. Baker* (2011) 200 Cal.App.4th 785, 795-796 (*Reliable Tree*).) A regulation defines “maintenance” to include:

(1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

(2) Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.

Exception:1: Janitorial or custodial services of a routine, recurring or usual nature is excluded.

Exception:2: Protection of the sort provided by guards, watchmen, or other security forces is excluded.

(3) Landscape maintenance. See Public Contract Code Section 21002.

Exception: Landscape maintenance work by "sheltered workshops" is excluded.

(Cal. Code Regs., tit. 8, § 16000 (hereafter Regulation 16000).)

There is no dispute that the street sweeping maintenance services at issue are done under contract and paid for out of public funds. The issue is whether the street sweeping work constitutes maintenance under the prevailing wage law.

#### **A. Prior Coverage Determinations and Relevant Case Law.**

The Department has published a number of coverage determinations addressing the question of whether street sweeping is considered maintenance, which FFC cited in its request for coverage determination. In PW 1999-028, *County of San Diego Road Maintenance* (June 30, 1999) (*San Diego Road Maintenance*), the Department found work tasks that fell under the designation of “roadway cleaning” fit within Regulation 16000’s definition of maintenance. “The tasks involve cleaning roads with a street sweeper, manually picking garbage up off the roads with a hand picker and plastic bags, and removing sand, mudslides, vegetative debris deposited in the roads by weather-related phenomenon with a loader, grader and ramp trailer. These are routine, recurring and usual tasks intended to keep the roads in a safe and continually usable condition.” (*San Diego Road Maintenance, supra*, PW 1999-028.)

In PW 2000-021, *City of Santee/California Street Maintenance Street Sweeping* (Aug. 11, 2000) (*Santee Street Sweeping*), the Department again reasoned that street sweeping “done with standard heavy-duty mechanical brush and broom-type street sweeping equipment, as necessary, to clean the designated areas of all paper, wet leaves, dirt, rocks and other debris” was considered maintenance because the “cleanliness of the streets is a necessary function of keeping them in a safe and continually usable condition.” (*Santee Street Sweeping, supra*, PW 2000-021.) This conclusion – on a different but substantially similar City of Santee street sweeping contract – was reaffirmed two years later. (See PW 2001-061, *City Street Sweeping* (Mar. 7, 2002).) The Department relied on the *Santee Street Sweeping* coverage determination to once again conclude that another contract for street sweeping for the City of Rohnert Park constituted maintenance. (PW 2002-067, *City of Rohnert Park-Street Sweeping* (Apr. 16, 2003).)

A mere two years later, the Department departed from all four of the above street sweeping determinations. Instead, the Department then decided that street sweeping for aesthetic or environmental reasons does not serve to maintain the city streets in “good order or condition,” does not keep the streets from “harm or damage,” does not “shield from injury, danger or loss, nor does it constitute guarding or defending.” (*Santa Clarita Street Sweeping, supra*, PW 2005-027.) The City relies on *Santa Clarita Street Sweeping*.

In the more than 15 years since the *Santa Clarita Street Sweeping* determination, the Department and the Court of Appeal have continued to issue guidance on the definition of maintenance that has helped flesh out the law.<sup>2</sup> For instance, in PW 2005-028, *Self-Generated Waste Program and Highway Spill Program – California Department of Transportation* (May 17, 2006) (*Self-Generated Waste*), the Department concluded that routine work to “remove hazardous liquid waste from floor sumps, hydraulic hoist pits and wash rack clarifiers” for Department of Transportation (Caltrans) facilities was considered maintenance. “Failure to clean these facilities in a timely fashion would impede maintenance operations, violate Caltrans storm water permit and create safety concerns for Caltrans maintenance workers.” (*Self-Generated Waste, supra*, PW 2005-028.) In another determination involving Caltrans, the Department determined that homeless encampment debris removal constituted maintenance “because the debris poses a health and safety threat to both Caltrans workers and the motoring public,” and “unlike scattered roadside litter, the large volume of debris concentrated at a homeless site can move into and obstruct the roadways, constituting a direct impediment to the motoring public.” (PW 2009-008, *Agreement No. 07A2407 - Homeless Sites Debris Removal and Disposal – California Department of Transportation* (June 5, 2009) (*Homeless Sites Debris Removal*)). Consequently, the debris removal work at homeless encampment sites that

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<sup>2</sup> In a case that actually predated *Santa Clarita Street Sweeping* by a few months, the Court of Appeal held that “placing 13,480 tons of earth fill and 400 tons of class 2 aggregate base” on a levee to maintain the levee in a condition to withstand flooding was considered maintenance and subject to prevailing wage requirements. (*Reclamation Dist. No. 684 v. Department of Industrial Relations* (2005) 125 Cal.App.4th 1000, 1003.) *Santa Clarita Street Sweeping*, however, did not discuss or cite this published appellate opinion.

were located next to state highways is “necessary to keep the state highway system in a safe, and continually usable condition.” (*Ibid.*)

With respect to another Caltrans contract, the Court of Appeal held that “brush removal, tree trimming and tree removal” work on state-owned highway rights-of-way performed by a private contractor constituted maintenance. (*Reliable Tree, supra*, 200 Cal.App.4th at p. 789.) Because Caltrans was responsible for “maintaining thousands of miles of paved roads and highways,” Caltrans was “in effect sharing its statutory responsibility” when it decided to hire an outside contractor to do this work. (*Reliable Tree, supra*, 200 Cal.App.4th at p. 796.) Although the *Reliable Tree* court did not delve into the specifics of why tree removal fit Regulation 16000’s definition of maintenance, implicit in the court’s conclusion is that the recurring need to trim or remove trees ensures that branches, leaves, or the trees themselves do not fall into or otherwise obstruct the state highway. In that sense, the work was done “for the preservation, protection and keeping” of the state highways “in a safe and continually usable condition” for open use by the public. (Regulation 16000; see also Veh. Code, § 360.)

Embracing the *Reliable Tree* court’s less rigid interpretation of maintenance, the Department determined that standalone testing and inspection of fire sprinkler and fire alarm systems qualified as maintenance.<sup>3</sup> The Department then found that work removing snow from streets and parking lots is covered as maintenance, reversing a 22-year-old determination that snow removal from roadways and parking lots was merely custodial work. (*El Dorado Snow Removal, supra*, PW 2016-015.) And very recently, the Department has found maintenance to include routine tree removal and disposal and lead dust removal work.<sup>4</sup> This evolution of the law on maintenance guides the Department’s analysis of the work at issue here.

**B. Street Sweeping is Routine and Recurring Work that Keeps Public Streets and Facilities in a Safe and Continually Usable Condition for Public Use.**

Under the contracts, the City requires once-a-week sweeping on some arterial (i.e. major) streets, twice-a-month on other arterial streets, and once-a-month sweeping on all other streets and parking lots. Four times a year, the contractor must also pick up leaves from residential streets. Like the tree removal work in *Reliable Tree*, the street sweeping maintenance services described here are indisputably “routine, recurring and usual.” The issue is whether such work preserves, protects, and keeps public streets and facilities in a safe and continually usable condition.

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<sup>3</sup> PW 2015-012, *Sprinkler Inspection, Testing, and Maintenance Work - City of Santa Rosa* (Oct. 30, 2015); PW 2015-007, *Stand-Alone Testing and Inspection of Fire Alarm Systems - California Department of Corrections and Rehabilitation* (June 26, 2015); PW 2019-021, *Napa State Hospital Fire Alarm and Fire Pump Testing Services - Department of State Hospitals* (May 20, 2020).

<sup>4</sup> PW 2018-030, *Salinas Fairways – Tree Removal – City of Salinas* (July 29, 2021); PW 2019-022, *Gun Range Lead Dust Removal Work – City of Chino* (Aug. 30, 2021).

FFC contends that one of the most significant benefits street sweeping provides is a safe public space that can be used by motorists and bicyclists. Public entities have an interest in maintaining streets and ensuring they are usable and safe for public use. Street sweeping “lessens the opportunity of skids and collisions” by providing a clear view of the streets. Roadway debris could “cause pedestrians, runners, and cyclists to swerve into the roadway.” Although the Department notes that generally pedestrians or runners would not be on the roadway in the first place, accumulated debris does drift from the roadway onto the sidewalk and is sometimes swept from the roadway onto the sidewalk, which the contractor must then remove.

There is merit to FFC’s overall argument regarding clean streets. When a street is clean, drivers are more likely to identify potholes and safely maneuver around them. Street sweeping removes sharp objects, such as nails, screws, and glass, which can puncture tires. Clean curbs and streets provide safety benefits for vehicles in myriad situations. Larger debris is not only unsightly, but when it accumulates around and obscures the curb, drivers and others who use the road have a more difficult time judging the distance to the curb. Bicyclists, motorcyclists, and riders of motorized scooters also benefit from clean streets, perhaps more so than drivers of automobiles, even though they are all subject to the same rules of the road. (See Veh. Code, §§ 21200, 21221.)<sup>5</sup> A small piece of debris has a far greater impact on bicycles and motorized scooters than on an automobile, as even small debris can cause them to lose their balance or swerve into traffic. Because bicycles and motorized scooters operate at a slower speed and may enjoy exclusive use of lanes close to the curb, they more heavily depend on a curb clear of debris for their safe operation. The safety benefits described above, though not gleaned from any formal study, appear to be reasonable, commonsense effects of streets free of debris. One can imagine streets that are never swept imposing a significant hurdle to the free flow of traffic.

Aside from the safety benefits, street sweeping helps preserve and protect the asphalt on the road by keeping debris off the curb lines where moisture accumulates. Heavily soiled areas with leaves and other debris draw moisture, and if left undisturbed, eventually cause deterioration of the asphalt, leading to cracks and potholes. While road debris probably only has an incremental impact on asphalt deterioration – wear and tear from heavy traffic and seasonal conditions likely are the key contributing factors – street sweeping plays some role in slowing deterioration of the roads.

Like Caltrans, the City has a general statutory obligation to maintain its streets and roadways. (See Sts. & Hy. Code, § 1800 et seq.) If Caltrans-awarded contracts to trim and remove trees satisfied its mandate to maintain state highways (*Reliable Tree, supra*, 200 Cal.App.4th at p. 796), it is hard to envision street sweeping not being part of the City’s duties to maintain its streets. As leaves, branches, and trees may obstruct the Caltrans-maintained state highway, debris such as sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, litter, trash, small tree limbs, and palm fronds on City streets that

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<sup>5</sup> Motorized scooters may not operate at all on sidewalks and must share the road with automobiles. (Veh. Code, § 21235, subd. (g).) Bicyclists in some parts of the state must also share the road as their operation on sidewalks is restricted. (See, e.g., Sac. County Code, ch. 10.2, § 10.12.010.)

are not swept likewise obstruct the roadway and pose a danger to members of the public that use City streets. Furthermore, because snow removal qualifies as maintenance of streets (*El Dorado Snow Removal*, supra, PW 2016-015), street sweeping should be no different.<sup>6</sup> In fact, at least one statute refers to both street sweeping and snow removal as *maintenance* of public streets.<sup>7</sup> As in the *Self-Generated Waste* determination, accumulated debris on streets would “create safety concerns for [City] maintenance workers” and the general public.

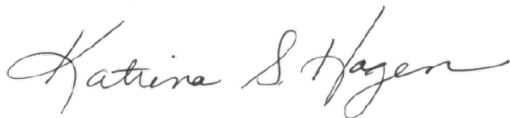
While *Santa Clarita Street Sweeping* noted that public health concerns do not serve as a basis for finding work to constitute maintenance, in *Homeless Sites Debris Removal*, the Department cited public health concerns associated with bio-waste, broken glass, hypodermic needles, decaying trash, and breeding vermin in accumulated garbage in finding that removal of those items from homeless encampments constitutes maintenance. Many similar types of debris accumulate along curbs, and unless cleaned and swept on a recurring basis, pose a similar safety risk to bicyclists, motorists, and pedestrians, thereby suggesting that street sweeping of the type here also qualifies as maintenance. Streets were designed to be traversed without obstruction from debris and can be used safely only in the absence of such debris. In short, given the additional guidance from the *Reliable Tree* court and the intervening coverage determinations since *Santa Clarita Street Sweeping*, the routine street sweeping work done for the City here is properly considered maintenance.

### **Conclusion**

For the foregoing reasons, the street sweeping maintenance services for the City of Elk Grove constitute public work and are therefore subject to prevailing wage requirements.

I hope this determination satisfactorily answers your inquiry.

Sincerely,



Katrina S. Hagen  
Director of Industrial Relations

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<sup>6</sup> “Although snow removal may not be considered precisely the same as street sweeping, it is clearly the same general type of service.” (65 Ops.Cal.Atty.Gen 176 (1982).)

<sup>7</sup> A county service area is authorized to provide governmental services such as: the “acquisition, construction, improvement, and *maintenance, including, but not limited to, street sweeping and snow removal, of public streets*, roads, bridges, highways, rights-of-way, easements, and any incidental works.” (Gov. Code, § 25213, subd. (i), italics added [County Service Area Law].)





State of California  
Department of Industrial Relations  
Office of the Director – Research Unit

P.O. Box 420603  
San Francisco, CA 94142-0603  
Phone: (415) 703-4774  
Fax: (415) 703-4771

☐ Urgent ☐ Action Needed ☐ Original will follow by mail ☒ As You Requested ☐ For Your Information

**DATE:** September 26, 2022

**TO:** Jeremy Turner, Senior Project Manager

**COMPANY/ORGANIZATION:** The Solis Group

**FROM:** Jess Sneed, Research Data Analyst

**SUBJECT:** Minimum Rate of Pay – Street Sweeping in Los Angeles County

### MESSAGE

This is in response to your email dated September 5, 2022, requesting a minimum rate of pay determination for street sweeping work on a project in Los Angeles County with bid advertisement date of June 9, 2022. The project will consist of “routine sweeping of public streets using a power broom sweeper in South Whittier”.

The Office of the Director – Research Unit does not issue minimum rate of pay decisions in cases where more than one craft/classification published in the General Determinations can perform a specific type of work on a project where no request for a rate of pay decision has been made prior to or within 20 days of the commencement for bids on a project.

When there are multiple crafts/classifications published in the Director’s General Prevailing Wage Determinations at the time of a call for bids for a project that may perform a specific type of work and a minimum rate of pay decision was not requested or issued in accordance with the deadlines prescribed in Labor Code Section 1773.4, they may not be altered by a minimum rate of pay decision (Sheet Metal Workers International Association, Local Union 104, v. John M. Rea (2007), 153 Cal.App.4th 1071, 63 Cal Rptr.3d 672). As a result any information provided will be given in a strictly advisory role.

With a bid advertisement date of June 9, 2022, Determination Index 2022-1 applies.

For work involving street sweeping while operating a vehicle, the scope of work provisions for the craft(s)/classification(s) of the Operating Engineer (Group 4) and Teamster (Group 2) may include similar types of work.

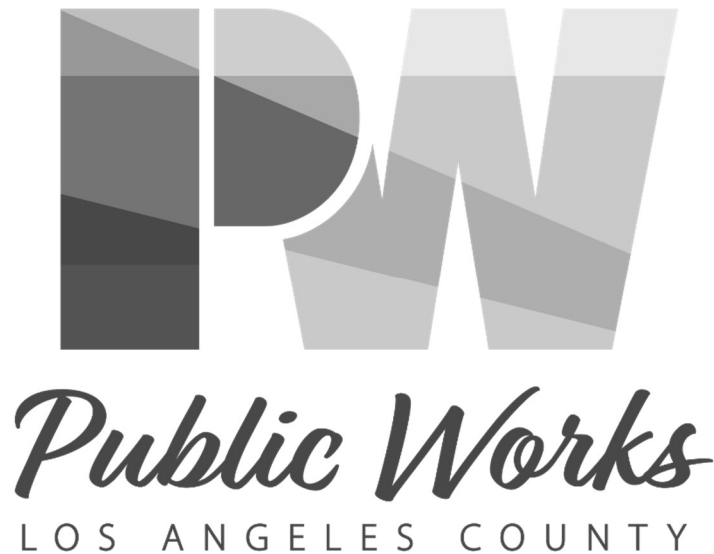
For work involving street sweeping by a blower, and broom, the scope of work provisions for the craft(s)/classification(s) of the Laborer may include similar types of work.

Please note that the scopes of work for the crafts/classifications listed above may not include all the tasks necessary to perform the types of work in question. As this is the case, the awarding body should refer to the general prevailing wage determinations for the closest craft(s)/classification(s).

If you have further questions regarding prevailing wage, please contact The Office of the Director – Research Unit at (415) 703-4774. You may also visit [www.dir.ca.gov/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) to obtain prevailing wage information.

# Part II

## Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER  
(BRC0000409)

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SAMPLE AGREEMENT FOR  
STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER  
(BRC0000409)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity], located at [Full Address of the Contractor], (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_, 2022, hereby agrees to provide services as described in this Contract for Street Sweeping Services For The Area Of South Whittier.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit A.2, Schedule of Prices; Exhibit A.3, Staffing Plan and Cost Methodology; 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.1, Performance Requirements Summary; Exhibit G.1, Sample Fuel Adjustment Calculation; and Exhibit H, Vicinity Maps for Street Sweeping Services; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; Addenda to the Request for Statement of Qualifications; and the Invitation for Bids, including its exhibits and addenda, 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, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1 through PW-2.5, an amount not to exceed the maximum potential contract sum of \$\_\_\_\_\_ for the entire contract period plus any remaining amount unused from the previous Contract terms, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$\_\_\_\_\_; the sum for the first optional term is \$\_\_\_\_\_; the sum for the second optional term is \$\_\_\_\_\_; the sum for the third and last optional term is \$\_\_\_\_\_; and a month-to-month extension up to 6 months at the PW-2.4 rates for \$\_\_\_\_\_.

FOURTH: This Contract's initial term shall be for a period of one year commencing on \_\_\_\_\_, or Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and six month-to-month extension, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the

COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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 the applicable Forms PW-2.1 through PW-2.5, Schedule of Prices.

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

Los Angeles County 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 adjustment shall be granted for the optional renewal periods.

ELEVENTH: (If fuel price adjustments are desired in the contract, the following provision will be applicable if, at the time of Proposal submission, the Proposer is purchasing fuel using Market Prices.) The Director may adjust five percent of the hourly rate of compensation set forth in the applicable Forms PW-2.1 through PW-2.5

(Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website 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 website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on Contract anniversary date of this Contract's start date and thereafter at each successive annual interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit 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. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

[OR]

**ELEVENTH:** (If fuel price adjustments are desired in the contract, the following provision will be applicable if, at the time of bid submission, the Proposer has a long-term agreement for fuel purchases with a fuel supplier.) The Director may adjust five percent of the hourly rate of compensation set forth in the applicable Forms PW-2.1 through PW-2.5 (Schedule of Prices) based on the increase or decrease in the negotiated fuel price during the term of this Contract, whenever there is a renegotiation of the Contractor's fuel prices with the fuel suppliers. The Contractor agrees to provide Public Works with a copy of its current long-term fuel purchasing agreements and each new fuel agreement, whenever the(se) agreement(s) is/are renegotiated during the term of this Contract. Such copies, when marked "Confidential" by the Contractor, shall be treated by the County as confidential in accordance with the California Public Records Act. The percentage change in the fuel price shall be obtained using the fuel prices listed in the long-term agreement on the proposal submission date and whenever there is a change in the long-term fuel price. A sample calculation is included in Exhibit G. 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 revenue service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using a long-term agreement to purchasing fuel utilizing Market Prices.

TWELFTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Forms PW-2.1 through PW-2.5 (Schedule of Prices) based on a percentage change in disposal fee during the life of this Contract. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated 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 five percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director. CONTRACTOR supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee, and any additional documentation requested by the COUNTY to establish most current disposal fees. CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

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.1 through H, inclusive, the COUNTY'S provisions shall control and be binding.

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

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means,

[illegible]



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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Type/Print Name

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type/Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type/Print Name

## SCOPE OF WORK

## STREET SWEEPING SERVICES FOR THE AREA OF SOUTH WHITTIER

(BRC0000409)

A. Public Works Contract Manager

Public Works' Contract Manager will be: Mr. Brian Le of Road Maintenance Division's Road Maintenance District 1 who may be contacted at (562) 869-1176, e-mail address: [ble@dpw.lacounty.gov](mailto:ble@dpw.lacounty.gov), Monday through Thursday, 6:30 a.m. to 4:00 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 Contract Manager. The Contractor shall be notified in writing when there is a change in Contract Manager.

B. Work Location

Exhibit H, Vicinity Maps for Street Sweeping Services, provides a more detailed outline of each street sweeping area's limits, including locations of streets and alleys included in the service area.

C. Request of Work from Contractor

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 damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A.1, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1 through PW-2.5, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

The Contractor shall sweep and/or clean all public streets, paved alleys, and curbed medians per the frequencies specified within the Project limits as shown in Exhibit H, Vicinity Maps for Street Sweeping Services. The word "sweeping" shall define a method of operation that shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than ten (or both gutter brooms are down) feet wide for a total length of 5,280 feet. A Paved Alley Mile (Pass Miles) is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet.

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

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

Water shall be used while sweeping to minimize dust 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 I, Standard of Performance, below, Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule.

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

The 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.

#### Residential Street Sweeping

All streets classified as Residential Streets shall be swept weekly as shown in Exhibit H, Vicinity Maps for Street Sweeping Services.

#### Majors and Secondary Street Sweeping

All streets classified as Majors and Secondary Streets shall be swept weekly as shown in Exhibit H, Vicinity Maps for Street Sweeping Services.

F. Work Schedule

A complete schedule of 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 work.

The County reserves the right to require the 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). The Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some the 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.

G. Alternate Day Sweeping Schedule

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

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

H. Holidays

No scheduled sweeping shall be done on the following days unless requested by the Contract Manager:

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

There shall not be any makeup sweeping for holidays, unless ordered by the Contract Manager.

I. Standard of Performance

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

J. Contractor's Sweepers Mandatory Requirements

The sweeper's quantity and specification utilized in this service shall be stated on the Statement of Equipment Form (Form PW-19.1).

K. Disposal of Refuse and Debris

All debris and refuse collected from these operations shall become the property of the Contractor. The 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, the Contractor shall locate and arrange for use of a temporary storage site off the road rights of way. The Contractor will not be allowed to use the rights of way or Public Works facilities as temporary storage sites.

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

L. Utilities/Water

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

M. Storage Facilities

The County will not provide storage facilities for the Contractor.

N. Right of Way

The Contractor shall conduct all of its activities and operations within the confines of public roadways. The 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, the Contractor elects to encroach upon other lands, the 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.

The 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.

O. Authority of Board and Contract Manager

The County of Los Angeles Board of Supervisors (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 these Contract specifications. The 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 Vicinity Map and Contract specifications, the decision of the Contract Manager will be final and binding and shall be precedent to any payment under this Contract unless otherwise ordered by the Board.

P. Best Management Practices

The 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. The Contractor shall obtain and refer to the California Storm Water BMPs Handbooks, Volume 3 Construction BMPs Handbook and the County of Los Angeles Department of Public Works BMPs 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

The Contractor shall have a readily accessible copy of each publication in the service area at all times. As a minimum, the 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
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NO.                      PHYSICAL STABILIZATION

CD26A(2)	Soil Stabilizer/Dust Control
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Additional BMPs may be required as a result of a change in the actual field conditions, the Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The BMP for the Contractor activities shall be continually implemented throughout the year. The 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. The 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-2.1 – PW. 2.5, Schedule of Prices. Should the 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. Liquidated damages will apply for Contractor's failure to implement any BMP in accordance with paragraph MM, Liquidated Damages, of this Exhibit. 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 the Contractor, as liquidated damages, \$1,000 for each calendar day that the 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,



the 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 the Contractor's alleged lack of compliance with these provisions or nonimplementation of the specified BMPs. The County may deduct, from the payment due to the Contractor, amounts necessary to cover such fines and costs.

Q. Execution of Work

To minimize public inconvenience, Contractor shall diligently execute the work in the manner and at the times approved by the Contract Manager as specified in this Exhibit's Section F, Work Schedule, and shall at all times comply with the approved sweeping Work Schedule. If, as determined by the Contract Manager, Contractor fails to execute the work to the extent that the public may be inconvenienced, Contractor shall, upon orders from the Contract Manager, immediately resume diligent execution of the work. All cost of executing the work as described herein shall be included in Contractor's Total Annual Proposed Price in Form PW-2.1 – PW-2.5, Schedule of Prices.

Should Contractor continue to fail to execute the work diligently after orders of the Contract Manager, the Contract Manager may suspend the work in whole or in part pursuant to Exhibit B.1, Section 3, unless the Contract Manager in his or her sole discretion, determines that Contractor will resume diligent execution of the work. All expenses and losses incurred by the Contractor as a result of such suspensions shall be borne by Contractor.

R. Inspection and Acceptance of the Work

The Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph Y, Quality Control. The Contractor shall routinely inspect the work to ensure compliance with the Vicinity Maps and Contract specifications, approved schedules, and the 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 the 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.

S. Noncompliance with Vicinity Maps and Contract specifications

Failure of the Contractor to comply with any requirement of these Vicinity Maps and Contract specifications, 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 the 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 Vicinity Maps and Contract specifications.

T. Contractor's Equipment Compliance with Laws and Regulations

1. The Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, the 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 (Form PW-19.1) 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, the 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. The 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. The 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, the Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph I, Standard of Performance.
5. The Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. The 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 the Contractor's name and vehicle number. The Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.
6. The Contractor's sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to make contact with the sweeper operator during sweeping operations. Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

U. 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, the Contractor shall provide Public Works with two accounts to access the GPS provider's Internet site. If additional software is required, the Contractor shall provide software for installation on two Public Works computers.

After receiving notification that the Contractor has been awarded this Contract, the Contractor shall have 30 calendar days to provide pertinent login information to access GPS provider's data to the Contract Manager.

3. The accounts shall be set up so that only Public Works and the Contractor can view Public Works data. The data shall include primary and backup sweepers. The Contractor shall notify the Contract Manager immediately if any sweepers that not listed initially in the database will be used in the contract area and provide access to GPS data.

4. The Contractor shall pay for all costs related to the GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.
5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.
6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.
7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every one minute when brooms are down.
8. The minimum locate schedule shall be every 15 minutes when brooms are up.
9. The GPS shall generate an e-mail alert when the following events occur:
  - a. Sweeper exceeds six miles per hour and brooms are down.
  - b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.
10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.
11. Authorized Public Works employees 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 Works' request.

V. Reports

In addition to other data filed with the County by the Contractor, the 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.

W. Measurement

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

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

X. Contractor's Representative

Before starting the work, the Contractor shall designate, in writing, a County-approved representative who shall have complete authority to act for it. The Contractor's representative or managing employee must have a minimum of 3 years of experience performing street sweeping services. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the 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 the Contractor or its representative.

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

Y. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Vicinity Maps, Contract specifications, and approved schedule of services.

The 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 the Contractor's Quality Control representatives be separate and distinct from the 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, the 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 the 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 the Contractor's Quality Control function.

Z. Maps and Contract specifications

Included as part of this Contract is Exhibit H, Vicinity Maps for Street Sweeping Services, showing the locations of streets and alleys included in this service area.

The maps, Contract 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 Contract specifications and not on the maps, or on the maps and not in the Contract 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 maps or indicated in the Contract specifications, the County does not warrant the completeness or accuracy of such information. The 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. The Contractor shall, upon discovering any error or omission in the maps or specifications, immediately call it to the attention of the Contract Manager.

AA. Additional Sweeping

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Vicinity Maps, Exhibit H, Vicinity Maps for Street Sweeping Services, at any time when ordered by the Contract Manager. The Contractor will be compensated for each additional sweeping at this Contract's Unit Price per Curb Mile or Paved Alley Mile, indicated on Form PW-2.1 – PW. 2.4, Schedule of Prices, per lines #1 and #2 on the Schedule of Prices, as appropriate, and approved 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 W, Measurement. All sweeping shall be done with sufficient passes to achieve the results described in this Exhibit's paragraph I, Standard of Performance.

Compensation for extra sweeping, will be for a minimum of 12 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 the Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a non-routine manner. In these cases, the hourly rate paid by the County to the Contractor shall be equal to four times the Contract's Unit Price per Curb Mile. Minimum payment will be equivalent to payment for 12 Curb Miles.

BB. Inclement Weather and Changes Resulting from Schedule Disruption

During this Contract period, the Contractor shall sweep the designated public streets and alleys in accordance with a schedule to be approved by the Contract Manager. During inclement weather as determined in the sole discretion of the County, 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.

If inclement weather has prevented regular sweeping for two days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule (except posted streets and/or alleys).

Any such required sweeping rescheduled due to inclement weather shall be performed by Contractor at the Contract's Unit Price per Curb Mile and will not be considered additional sweeping as defined in this Exhibit's paragraph AA, Additional Sweeping.

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

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

CC. Changes Resulting from Added or Deleted Streets

It is the intent of this Contract to provide for the sweeping of all curbed streets (including curbed medians) and paved alleys within the unincorporated area shown on the Vicinity Maps Exhibit H, Vicinity Maps for Street Sweeping Services). As streets and alleys are improved, they will be added to the sweeping schedule. Compensation to the 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 schedule and the affected Curb Mileage deducted from this Contract's quantities.

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

DD. City Incorporation

In the event any areas to be swept under this Contract attain incorporation as a City, the Contractor shall continue to sweep the streets and alleys shown on the contract plans at the Contract's Unit Price per Curb Mile as indicated in Form PW-2.1 – PW. 2.5, Schedule of Prices, until the termination date of this Contract or as directed by the County. The County may direct the Contractor to delete streets within the incorporated area from its 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 the Contractor's sweeping schedule



will be deducted from the Contract quantities. The County may, at the request of the Contractor, review this Contract if the incorporation severely affects the Contractor's sweeping schedule.

EE. Changed Conditions

The 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-2.1 – PW. 2.5, Schedule of Prices.

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

FF. Communications and Public Relations

The 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 the Contractor's commonly known name. All public complaints concerning street sweeping shall be investigated by the Contractor. Complaints brought to the Contractor's attention prior to 3 p.m. shall be investigated that day. Those brought to the 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 the 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. The Contractor shall report what actions were necessary to resolve each complaint.

GG. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable California Occupational Safety and Health Administration (Cal/OSHA) and Public Works

safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

HH. Project Site Safety

The 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. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment shall take any and all actions appropriate to providing a safe service area.

II. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times 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 the Contractor is in compliance.

JJ. Responsibilities of the Contractor

1. Ensure Contractor or its managing employee has a minimum of 3 years of experience performing street sweeping services.
2. Maintain a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.

KK. Responsibilities of Public Works

The County will provide access to the jobsite(s) and will conduct jobsite inspection at its discretion. The Contract Manager or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.

LL. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an

intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.

2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the 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; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.1.

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 \$1,000 per occurrence that the Contractor fails to provide monthly reports, unless otherwise provided in this Contract.
  - 4. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each business day or where a route is swept with a primary or backup sweeper that is not equipped with GPS capable of reporting real time data, unless otherwise provided in this Contract.
  - 5. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each business day that the Contractor fails to provide the Contract Manager with access to the Internet based GPS and/or additional software that may be needed, as specified in this Exhibit's paragraph V.2, unless otherwise provided in this Contract.
  - 6. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$250 for every business day that Contractor fails to maintain an active account with their GPS provider such that the GPS data is not available on the provider's Internet site as specified in this Exhibit's paragraph V, Global Positioning System, unless otherwise provided in this Contract.
  - 7. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$1,000 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

8. The Contractor shall pay at a minimum value of \$1,000 per day of the cost and actual damage caused by Contractor's failure to fully implement any BMP, and that such sums may be deducted from payments due to the Contractor, if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative agencies. The County may assess Contractor, as liquidated damages, \$1,000 for each calendar day that Contractor has not fully implemented one or more of the BMPs specified for this Contract and/or is otherwise in noncompliance with the provisions listed in paragraph P, Best Management Practices, in this Exhibit.
9. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F.1), the higher service level in the judgment of Public Works shall prevail.

NN. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://www.sam.gov/portal/SAM/>.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract

Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

**SCHEDULE OF PRICES**  
**(FORM PW-2.1 through 2.5)**

[TO BE DETERMINED]

**STAFFING PLAN AND COST METHODOLOGY**  
**(FORM LW-8.1 through 8.4)**

[TO BE DETERMINED]



## **EXHIBIT B-E**

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

See Request for Statement of Qualifications for Street Sweeping Services (2015-SQPA004) for the above Exhibits, and Addendum 1, Addendum 2, Addendum 3, Addendum 4, Addendum 5, Addendum 6, and Addendum 7 to be incorporated herein by reference.

## PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$25 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	As applicable, prior to the start of the contract and continuation of the contract, the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review as required by the Contract.  Employees who <u>do not</u> pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Maintain Knowledge of Safety Requirements	Understands the standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
2. Respond to Complaints, Requests, and Discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$100 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	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.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

### 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: 5% (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):

= (5% of Unit rate x Percent Change in Diesel Price)

= (5% x \$15.00 x 25.9%)

= \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

#### **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):

= (5% of Unit rate x Percent Change in Propane Price)

= (5% x \$15.00 x 25.9%)

= \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

**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):

= (5% of Unit rate x Percent Change in CNG Price)

= (5% x \$15.00 x 25.9%)

= \$0.19 Fuel Adjustment (increase)

Adjusted Unit Rate for July 2009: \$15.00 + \$0.19 = \$15.19

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).

# Exhibit H

## Vicinity Maps for Street Sweeping Services



SOUTH WHITTIER STREET SWEEPING MILEAGE  
ALLEYS

(TO BE SWEEPED EVERY TUESDAY)

<u>ALLEY LOCATION</u>	<u>LIMITS</u>	<u>ALLEY MILES</u>
Alley N/o Florence Avenue	Carmenita Road / Telegraph Road (Both Sides R.R.R/W)	0.69
Alley E/o Breezewood Drive	Breezewood Drive / Breezewood Drive	0.27
Alley E/o Carmenita Road	Meyer Road / Lukay Street	0.25
Alley E/o Fernview Street	Ben Hur Avenue / Mills Avenue	0.20
Alley E/o Kibbee Avenue	Marlinton Drive / Richvale Drive	0.16
Alley E/o La Mirada Boulevard	Dunton Drive / Lambert Road	0.58
Alley E/o Laurel Avenue	Laurel Avenue S / Laurel Avenue N	0.24
Alley E/o Painter Avenue	Alley N/o Mystic Street / Alley S/o Mulberry Drive	0.21
Alley E/o Painter Avenue	Mystic Street / N/o Mystic Street	0.05
Alley E/o Santa Gertrudes Avenue	Alley S/o Landmark Drive / Landmark Drive	0.06
Alley N/o Imperial Highway	Breezewood Drive / Alley E/o Breezewood Drive	0.06
Alley N/o Imperial Highway	190' W/o Clearglen Avenue / Clearglen Avenue	0.06
Alley N/o Leffingwell Road	475' W/o Obert Avenue / 375' E/o Obert Avenue	0.15
Alley N/o Mulberry Drive	250' W/o Calmada Avenue / Calmada Avenue	0.08
Alley N/o Mystic Street	Painter Avenue / Alley E/o Painter Avenue	0.05
Alley N/o Oval Drive	Alley W/o Mills Avenue / Armley Avenue	0.04
Alley S/o Ben Hur Avenue	Alley E/o Fernview Street / Mulberry Drive SF	0.14
Alley S/o Lambert Road	Alley E/o La Mirada Boulevard / Bluefield Avenue	0.43
Alley S/o Landmark Drive	Alley E/o Santa Gertrudes Avenue / Clearglen Avenue	0.25
Alley S/o Mulberry Drive	Alley E/o Painter Avenue / Rutland Avenue	0.05
Alley S/o Mulberry Drive	Alley S/o Ben Hur Avenue / Mills Avenue	0.15
Alley S/o Mulberry Drive	Greening Avenue / E/o Tarryton Avenue	0.23
Alley S/o Mulberry Drive	W/o Calmada Avenue / Calmada Avenue	0.06
Alley S/o Oval Drive	Alley W/o Mills Avenue / Hawes Street	0.05
Alley S/o Silvergrove Drive	Santa Gertrudes Avenue EF / E/o Breezewood Drive	0.45
Alley S/o Telegraph Road	W/o Mina Street / S/o Inez Street	0.43
Alley W/o Breezewood Drive	Imperial Highway NF / Alley S/o Silvergrove Drive	0.28
Alley W/o Clearglen Avenue	Alley N/o Imperial Highway / Alley S/o Landmark Drive	0.13
Alley W/o La Mirada Boulevard	Anola Street / Hornell Street	0.21
Alley W/o La Mirada Boulevard	Dunton Drive / Colima Road	0.30
Alley W/o Mills Avenue	50' S/o Alley S/o Oval Drive / Lambert Road	0.76
<b>TOTAL ALLEY MILES:</b>		<b>7.07</b>

## CURBED MEDIANS

(TO BE SWEEPED EVERY WEEK)

<u>STREET NAME</u>	<u>LIMITS</u>	<u>SIDE</u>	<u>CURB MILES</u>
Bramblebush Avenue	Honeysuckle Ln/Telegraph Road	B/S	0.11
Carmenita Road	Painter Avenue/Imperial Highway	B/S	3.37
Florence Avenue	Laurel Avenue/Telegraph Road	B/S	0.55
Imperial Highway	Shoemaker Avenue/Duffield Avenue	B/S	1.63
Imperial Highway	Duffield Avenue/Orange County Line	N/S	1.43
La Mirada Boulevard	Lambert Road/Leffingwell Road	B/S	1.42

**EXHIBIT H**

Page 2 of 2

**SOUTH WHITTIER STREET SWEEPING MILEAGE  
CURBED MEDIANS (CONTINUED)**

<u>STREET NAME</u>	<u>LIMITS</u>	<u>SIDE</u>	<u>CURB MILES</u>
Lambert Road	Leffingwell Road/Orange County Line	B/S	1.71
Leffingwell Road	Imperial Highway/Telegraph Road	B/S	2.49
Leffingwell Road	Telegraph Road/260' E/o Telegraph Road	N/S	0.04
Leffingwell Road	500' E/o Arroyo Drive/Stamy Road <b>E</b>	N/S	0.46
Leffingwell Road	Stamy Road/150' E/o Gladhill Road	B/S	0.26
Leffingwell Road	Kibbee Avenue/Lambert Road	S/S	0.25
Meyer Road	140' W/o Painter Avenue/Painter Avenue	S/S	0.02
Meyer Road	Louis Avenue/Imperial Highway	B/S	0.31
Mills Avenue	Bentongrove Drive/Telegraph Road	B/S	0.11
Mulberry Drive	R.R. Track/540' W/o Stamy Road	B/S	2.30
Painter Avenue	Mystic Street/R.R. Track	B/S	0.64
Telegraph Road	Carmenita Road/220' S/o Leffingwell Road	B/S	2.59
Valley View Avenue	Telegraph Road/Imperial Highway	B/S	1.31

**TOTAL CURB MILES: 21.00****SUMMARY OF CURB AND PASS MILES (TOTAL LENGTH)**

<u>TYPE</u>	<u>Miles</u>
Streets and Highways	<b>238.95</b>
Raised Curbed Medians	<b>21.00</b>
Paved Alleys	<b>7.07</b>
<b>TOTAL MILES:</b>	<b>267.02</b>

**SUMMARY OF CURB AND PASS MILES (TO BE SWEEPED EVERY WEEK)**

<u>TYPE</u>	<u>Miles</u>
Streets and Highways	<b>238.95</b>
Raised Curbed Medians	<b>21.00</b>
Paved Alleys	<b>7.07</b>
<b>TOTAL MILES:</b>	<b>267.02</b>

# Exhibit H

Vicinity Maps for  
Street Sweeping Services  
can be accessed through the  
following link:

[https://dpw.lacounty.gov/contracts/asd\\_rfp/ProjectDetail.aspx?project\\_id=BRC0000409](https://dpw.lacounty.gov/contracts/asd_rfp/ProjectDetail.aspx?project_id=BRC0000409)