

Agreement

003213



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

CLARKE CONTRACTING CORPORATION

FOR

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES
PROGRAM
(2013-AN005)

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AGREEMENT FOR
AS-NEEDED EMERGENCY
DEBRIS REMOVAL SERVICES PROGRAM (2013-AN005)

THIS AGREEMENT, made and entered into this 15 day of January, 2014, 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 Clarke Contracting Corporation, a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 13, 2013, hereby agrees to provide services as described in this Contract for As-Needed Emergency Debris Removal Services (2013-AN005).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Sample Haul Tuck Summary; Exhibit G, Sample Invoice; Exhibit H, Daily Labor and Equipment Usage; Exhibit I, Report of Work Planned, Completed or in Progress; Exhibit J, Bid Submission Instructions; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the bid submitted by the CONTRACTOR and accepted by the COUNTY in response to a bid request from the COUNTY for specific debris removal. In no event will the COUNTY pay any and all contractors providing Services under this Program, more than the Program amount approved by the Board.

FOURTH: When the need for work under this Contract arises, the COUNTY will send out a bid request to all of the CONTRACTORS listed in Attachment A, including a specific work description and Schedule of Prices (Form PW-2) that have an identified quantity of debris, by type, to be removed. The CONTRACTORS would then be required to submit sealed bids prior to the established deadline. COUNTY will then review these bids to determine an award of the work order to the lowest-responsive and responsible bidder. This will require that the CONTRACTOR, at the time of bid, demonstrate that they meet the contract requirements including, but not limited to, bid bonds, performance bonds, payment bonds, insurance, valid waste haulers permits, and required/optional percentage utilization of small businesses. The County reserves the right to utilize all available Contractors, as determined by the Contract Manager. Notwithstanding the foregoing, the

parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

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

SIXTH: The CONTRACTOR shall bill weekly, in arrears, for the work performed during the preceding week. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: 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, except where State or Federal law has preempted the regulation of these Contracts. In such cases, the State or Federal mandates shall take precedence. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Aggregate Program Sum.

NINTH: 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 Aggregate Program Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Aggregate Program Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Maximum Aggregate Program 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 Aggregate Program 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.

ELEVENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area. The contract anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries; no cost-of-living adjustment will be granted.

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

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

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, 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

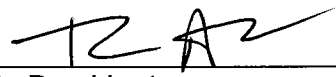
By 
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

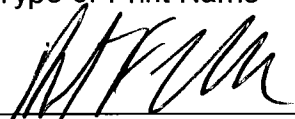
By 
Deputy

Clarke Contracting Corporation

By 
Its President

Brian A. Clarke

Type or Print Name

By 
Its Secretary

Robert F. Clarke

Type or Print Name

CERTIFICATE OF ACKNOWLEDGMENT

State of California


County of Los Angeles

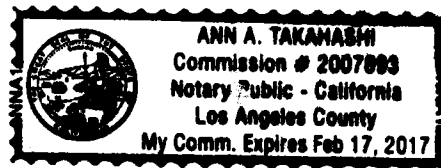
On Dec. 6, 2013 before me, Ann A. Takahashi, Notary Public,
Date Name, Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Brian A. Clarke & Robert F. Clarke, who proved to me on
Name(s) of Signer(s)

the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary Public



(Notary Seal)

OPTIONAL

Although the information requested below is OPTIONAL, it could prevent fraudulent reattachment of this certificate to unauthorized documents.

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
☒ CORPORATE OFFICER
President & Secretary
Title(s)
PARTNER(S) LIMITED
GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Agreement
Los Angeles County Department of Public Works
As-Needed Emergency Debris Removal Services Program
(2013-AN0005)

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DOCUMENT DATE

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)
Clarke Contracting Corporation

SIGNER(S) OTHER THAN NAMED ABOVE

SCOPE OF WORK

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM

A. Public Works Contract Manager

Public Works Contract Managers will be Jesus Castillo of Administrative Services Division, who may be contacted at (626) 458-4055, e-mail address: jcastill@dpw.lacounty.gov, Monday through Thursday, 6:30 a.m. to 5 p.m. The Contract Manager or Designee who will be Public Works staff (CM) are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM. The Contractor will be notified in writing when there is a change in a CM.

B. Work Location

The work under this Contract will be in various locations throughout the public right-of-way in the County of Los Angeles. Locations may also include, but are not limited to, Flood Control District right-of-way and may include any location within the borders of Los Angeles County, including city rights-of-way where emergency debris removal is required.

C. Objectives

Public Works desires that the Contractor perform debris removal operations within public right of way, including city road right of way, as directed by the CM. The CM will provide the contractor with a prioritized list of work locations, most likely starting with designated Disaster Routes as indicated in the following link, <http://dpw.lacounty.gov/dsg/disasterroutes/>.

D. Debris Removala. Debris Removal Operations

Work will be assigned in accordance to Section M, Assignment of Work, of this Exhibit. Upon award of a Work Order, Contractor must mobilize and begin work within the specified time as outlined in the Bid Request and Scope of Work and shall provide personnel and equipment as required to remove debris. Debris will be transported to local temporary debris staging and reduction sites and/or solid waste facilities (such as landfills, waste-to-energy facilities, or recycling/transfer facilities), as directed by the Contract Manager.

b. Work Description

1. In the event of an emergency Public Works needs to supplement County field maintenance forces ability to handle emergency or disaster events where a substantial amount of Debris Removal is necessary. The Contractor is to provide additional manpower and equipment to effectively and efficiently address large-scale emergency debris removal. As directed by the Contract Manager, the Contractor shall furnish equipment, haul trucks, operators, laborers, and supervisors based on the needs of Public Works.
2. Hauling debris may require backing a considerable distance on narrow roadways under adverse conditions (e.g., day and night operations and heavy rain). Trucks shall have proper tarps, Jacob's "Jake" brakes, and backup alarms. It shall be mandatory that operators be capable of driving/operating under all conditions including, but not limited to, inclement weather, high altitudes, etc.
3. The types of debris removed may include, but are not limited to, the following: sediment, broken asphalt, broken concrete, sand, gravel, dirt, mud, rock/boulders, vegetation, tree trunks, construction materials, reinforced concrete, appliances, personal property, spoiled food, metal, fire related ash, mixed rubble, wood, yard waste, rebar, etc.
4. All debris derived from the as-needed debris removal services specified herein shall be removed from public right-of-way and disposed of at Public Works' expense at appropriate sites/facilities, as directed or approved by the Contract Manager. Whenever feasible, recyclables and inert materials should be separated from the waste stream and delivered to appropriate facilities for recycling or reuse. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains in violation of the National Pollutant Discharge Elimination System.
5. Trees, limbs, and debris (including fallen trees), which are located partially on or above public property such as the road right-of-way, flood control channels or debris basin's right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed at the direction of a Certified Arborist to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. All trees that require cutting to remove from right-of-way must be photographed with a before and after picture with GPS Coordinates and documented as stated in Item J, Reports and Schedules.

6. In performing this work, Contractor may encounter household hazardous waste or other types of hazardous materials including, but not limited to, chemicals, asbestos, pesticides, paint, motor oil, lead based paint, electronics, and other items related to residential and low-industrial uses. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. When encountered, the Contractor or his qualified subcontractor shall comply with the requirements of Federal, State and local authorities for hazardous material loading, handling, transporting, storing, and disposal. The Contractor will deliver the hazardous material to a landfill approved by the California Department of Toxic Substances Control for the disposal of hazardous material. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization.
7. Prior to commencement of work, Contractor shall provide a Traffic Control Plan (TCP) that conforms to the California Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) for Construction and Maintenance Work Zones where work operations encroach upon public streets or highways, and/or employees of the Contractor are exposed to traffic hazards or other hazardous conditions. The TCP must be approved by the County prior to implementation.
8. The Contractor is advised that due to the nature of this Contract, hazardous conditions, including but not limited to, downed electrical lines or ruptured natural gas pipes may be encountered during the performance of this Contract. In the event a hazardous condition is discovered, the Contractor shall immediately notify the Contract Manager and mark the area to notify and/or prevent access by the public. The Contractor shall exercise extreme caution and make no attempt to correct the hazardous condition. If the hazardous condition is unavoidable and blocks the Contractor's progress the Contract Manager may reassign the Contractor to other locations until the hazardous condition has been neutralized by others.
9. The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion.
10. The Contractor will not be entitled to any claim for loss of profits or otherwise, should the County fail to determine a need for services under this Contract.

11. As this is an as-needed contract, the quantity of work required is not known at this time, but all work must comply with local, State, and Federal guidelines and procedures.

Failure of the Contractor or Contractor's operators and/or subcontractors to meet any of the requirements in this Exhibit shall be grounds for immediate dismissal from the worksite, regardless of any minimum time/payment requirements. The decision of Public Works on the suitability of any Contractor-supplied driver/operator shall be final.

E. Hours and Days of Service

Immediate availability is required.

Hours of Services shall be primarily 6 a.m. to 4 p.m., Monday through Friday, each week, and as needed. However, Contractor may be required to provide equipment and operators on legal holidays, Saturdays, and Sundays as well as outside these hours. Work hours will be altered, when necessary, by Public Works. Contractor may be required to provide equipment and operators around the clock until Public Works' needs have been met. Contractor shall be paid at the unit rates for straight time or overtime as bid upon by the Contractor at the time services are requested. No other rates shall be paid unless approved in advance in writing by the Contract Manager. Payment for services requested will commence upon arrival at jobsite until the Contractor is dismissed by the Contract Manager.

F. Storage Facilities

The County will not provide storage facilities for the Contractor's equipment, supplies, or materials.

G. Work Area Controls

The Contractor will comply with all applicable laws and regulations and shall maintain work areas open and unobstructed, in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and material at each jobsite shall be subject to the approval of the Contract Manager or designee.

H. Special Safety Requirements

- a. The Contractor shall be solely responsible for ensuring that all work performed under this Contract is in strict compliance with all applicable Federal and State safety regulations. All Contractor operators and/or subcontractors shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works jobsites.

- b. The Contractor shall provide, at its expense, all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to provide safe loading/dozing equipment, trucks, operators and/or subcontractors at all Work Order jobsites. Hard hats will be worn at all times at the work locations. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
- c. Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the County.
- d. The Contract Manager reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the Contract Manager, within 48 hours of the execution of this Contract, a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable Federal, State, and local laws and regulations regarding the use of such vehicles and equipment on public roadways and right-of-ways

I. Permits/Licenses

Contractor and subcontractors shall be properly licensed to perform the work. Contractor's personnel shall process appropriate licenses/training/certifications to perform their work and to operate their assigned equipment.

J. Reports and Schedules

The Contractor, as part of this Contract, shall submit reports and schedules as requested by the CM in the format provided in Exhibit I, Sample Report of Work Planned, completed or in progress. Such reports may include, but shall not be limited to, the following.

- a. Reports of work planned, completed, or in progress, including before and after pictures with GPS Coordinates.

K. Responsibilities of the Contractor

- 1. Contractor, employee(s), and/or subcontractor(s) shall maintain a valid Motor Carrier Permit issued by the Department of Motor Vehicles in conjunction with the California Highway Patrol, which includes a California

Trucking Number (CA number) for all work to be performed under this Contract. The CA number must be visible on the Motor Carrier Permit. License required for the work must be valid and active at all times during the performance of assigned work during this Contract. Failure to maintain valid and active permits and licenses required for the work may result in suspension of work.

2. Contractor, employee(s), and/or subcontractor(s) shall maintain appropriate valid and active Commercial Driver License for all equipment provided, including owner-operator and/or sub-haulers.
3. Contractor, employee(s), and/or subcontractor(s) shall maintain a valid DMV issued medical card for all Contractor's operators and/or subcontractors utilized under this Contract.
4. Contractor and subcontractor(s) shall maintain a certificate of insurance which meets the insurance requirements outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements at all times during this Contract.
5. Contractor shall obtain a Bid Guarantee equivalent to five percent of the bid price submitted in response to each Bid Request, including additional requirements of Exhibit J.
6. Contractor shall obtain a payment bond executed by an admitted surety insurer in the amount equal to the Work Order amount or as required by Vehicle Code Section 34510.5, whichever is greater, in a form acceptable to the County.
7. Contractor shall obtain a performance Bond executed by an admitted surety insurer in the amount equal to the Work Order amount, in a form acceptable to the County.
8. Contractor and/or subcontractor(s) shall maintain and inspect all equipment and vehicles provided for the services. All equipment and vehicles utilized by the Contractor shall meet all the requirements of Federal, State, and local regulations including, without limitation, all U.S. Department of Transportation (USDOT), State Department of Transportation and safety regulations, and are subject to the approval of the Contract Manager. All debris hauling vehicles will be inspected, measured, and certified by Public Works' job site supervisor. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

9. Contractor and/or subcontractor(s) shall supply any necessary materials and equipment in order to provide the requested Services including, but not limited to, water, food, fuel, chain saws, concrete breakers, etc. Public Works personnel and equipment will not be available for these services.
10. Contractor and/or subcontractor(s) shall furnish all appropriate operators and/or subcontractors to accomplish the required Services.
11. Contractor and/or subcontractor(s) shall keep an updated standard Driver/Operator and Equipment list to be furnished/available to Public Works as requested, which shall include: driver name, model year, make, and license plate number (if applicable) for each operator and equipment to be provided. Contractor shall notify the Contract Manager in writing of any additions, deletions, or changes to the list. There shall be no updates by telephone. Failure to comply may result in suspension of this Contract.
12. Contractor and/or subcontractor(s) shall have at a minimum fifty (50) personnel and equipment available to perform services at all times.
13. Contractor and/or subcontractor(s) shall maintain a list of available loading/dozing equipment and trucks, which shall be provided to the Contract Manager upon request.
14. Contractor and/or subcontractor(s) shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers.
15. Contractor and/or subcontractor(s) shall supply equipment and operators for a single job assignment, and/or for a sequence of job assignments at two or more locations when the sequence is approved in advance by the Contract Manager. Upon completion of the job assignment or sequence, all equipment may be reassigned to new locations or dismissed by the Contract Manager or his designee.
16. Contractor shall specify the percentage of work to be performed by a subcontractor(s) on Form PW-2, Schedule of Prices, at the time of bid submission.
17. Contractor shall immediately notify the Contract Manager of any changes in the Contractor's and subcontractor(s) insurance coverage, permit(s), and license(s). Failure to do so may result in immediate suspension of this Contract.
18. Contractor and/or subcontractor(s) shall ensure that Contractor and/or subcontractors employees and agents utilize protective clothing and

equipment as required by Cal/OSHA and/or other regulatory agencies while working under this Contract. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos or other hazardous materials in the debris being removed and the demolition of structures containing (or suspected to contain) such materials under this Contract.

19. Contractor and/or subcontractor(s) shall minimize dust and noise problems created from the services, if possible.
20. Contractor and/or subcontractor(s) shall be enrolled in the Random Drug/Alcohol Consortium Program. This will apply to all Contractor's and/or subcontractors agents and employees subject to State requirements.
21. The Contractor shall be responsible for verifying that all Contractor-hired operators and/or subcontractors comply with this Contract's licensing, medical certification, and State drug program requirements. Such documents shall be available for Public Works' inspection or supplied to Public Works upon request.
22. Contractor will be responsible for providing documentation of all permits and licenses, and all invoices for activities performed by Contractor or subcontractor, to the County in order for the County to process the documentation in accordance with State/Federal reimbursement guidelines. Contractor will provide documentation, reports, and assistance in preparing for, submitting, and appealing State and Federal reimbursement claims as requested.
23. Contractor shall provide the Contract Manager with a Haul Truck Summary with each completed invoice. The Sample Haul Truck Summary is provided in Exhibit F.
24. Contractor shall maintain and make available documentation for the work performed under this contract and for three years after completion of the work for auditing purposes.

Commitments made by the Contractor at the time of Public Works' request shall become binding. Contractor's repeated inability to provide equipment and operators upon request may result in the suspension or termination of this Contract as provided in Exhibit B.

L. Responsibilities of Public Works

Public Works will:

1. Furnish locations for the required services.
2. Determine the need for and provide jobsite inspection.
3. Request work on an as-needed and, primarily, emergency basis; however, there is no guarantee that any Services will be required.
4. Provide the option of utilizing an electronic monitoring system to track all job start and end times. Public Works will fill out a ticket on a handheld device. A copy of the ticket will be issued to the driver and the Contractor by Public Works Staff. Public Works jobsite supervisor will fill in the job location information and sign the ticket certifying the hours worked. All questions concerning downtime, lunch period, and actual worked hours are to be resolved at that time. In the event the electronic monitoring system is unavailable, the Contractor shall furnish daily tickets to Public Works, as shown on Exhibit H, Sample Daily Labor and Equipment Usage Ticket. The Contractor's equipment operators and or subcontractors shall be responsible for filling in the name and address of the Contractor and Subcontractor; the equipment's identification number, year, make; the operator's name and classification under this Contract, the work location, and the number of hours worked for each worker and piece of equipment. It is important that the Contractor's name and address be correct. This information will be retained by Public Works and matched to the Contractor's Invoice.
5. Public Works jobsite supervisors may check the operators to ensure that they have appropriate licenses and all their medical certificates are valid.

M. Assignment of Work

Contracts for these services will be awarded to all Qualified Contractor(s) listed on Attachment A to provide these as-needed services. Public Works will identify the work to be performed in a Bid Request (Exhibit J). Failure of Contractor to provide a sealed bid in the specified manner and time frame required by the County may result in disqualification of the bid as nonresponsive for the Bid Request. In the event that the lowest-cost Qualified Contractor is not available to provide Service within the County's time frame or is otherwise unable to perform the work at the bid price, in the sole judgment of Public Works, the County will then request Service from the next lowest-cost Qualified Contractor and so on until the County's requirement is filled. The lowest cost will be determined based on the contractor's bid, with adjustments if applicable, according to the Local SBE Preference and Transitional Job Opportunities Preference. The Qualified Contractor awarded the work will execute a Work Order within ____ days of the award. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the County may enter into other contracts for the performance of the same or similar services, and the Contractor is not entitled to or guaranteed the assignment of any work hereunder.

Any addition or revision to the assigned Work Order will be facilitated through a change order or an amendment in accordance with Exhibit B, Section 2, Amendments. Additional work will be paid using the unit rates indicated in the Schedule of Prices, Form PW-2, submitted for the Work Order, unless otherwise approved by the Contract Manager.

N. Use of Contractor Vehicles, Equipment and Staff

1. Equipment passengers shall stay inside the equipment cab while at Public Works jobsites.
2. Equipment operators shall wear hard hats at all times if they need to get out of their equipment at Public Works jobsites.
3. Equipment and operators that show up at the jobsite not equipped (as requested) with such items as tight beds, Jacob's "Jake" brakes, sideboards, etc.; not maintained in good mechanical condition; or those that would be red tagged by the CHP will be refused work .
4. All equipment at Public Works jobsites shall have operational backup alarms.
5. Public Works may, at its sole discretion, suspend or may permanently remove equipment and/or operator(s) from Public Works jobsites for any of the following reasons:
 - a. The equipment is in an unsafe mechanical condition.
 - b. The operator's (or passenger's) are under the influence of alcoholic beverages or drugs on Public Works property during working hours.
 - c. The operator's (or passenger's) possession of narcotics or alcohol while performing Services or on Public Works property.
 - d. The operator is driving erratically.
 - e. The operator is operating the truck or equipment in a manner that is unsafe.
 - f. The operator's failure to follow the instructions of Public Works supervisor in charge of the job.
 - g. The operator is discourteous, uncooperative, and/or disrespectful to the public and to other operator(s), or to Public Works personnel.

- h. The operator is engaging in activities, which result in the disruption of work.
- i. The operator/contractor makes any disparaging remarks as to the national origin, race, sex, political or union affiliation, color, creed, or religious belief of any person while providing services.
- j. The passenger is not remaining in the equipment cab while on Public Works jobsite.
- k. The operator is not wearing a hard hat on a Public Works jobsite if he/she exits his/her equipment cab.
- l. The operator/Contractor leaves a Public Works job in progress in order to accept a higher paying job from another agency, company, or any other party.
- m. The equipment has repeated incidents of mechanical breakdowns.

O. Invoicing

- 1. The contractor shall submit semimonthly invoices for the work performed during the preceding period.
- 2. All invoices must be submitted in a timely manner. Public Works must receive a final invoice within 45 days of the close of a Work Order.
- 3. All invoices shall be submitted in the invoice format provided in Exhibit G, Sample Invoice. Invoices shall include: haul truck ticket number, dates of service, description of project(s), and an itemization of work completed. Format shall only be changed by the Contract Manager.
- 4. Work performed shall be billed at the rates reflected in contractor's proposed bid for the requested work on Form PW-2, Schedule of Prices.
- 5. Invoices may be withheld until any requested information is received and/or issues of contention are resolved with the Contractor.
- 6. Public Works may, at its sole discretion, suspend or may permanently remove equipment and/or operator(s) from Public Works jobsites if the Contractor fails to adhere to the invoicing procedures as set forth in Section O of this Exhibit.

P. 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 the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

Q. Property Damage:

In addition to the requirements in Exhibit B, the Contractor shall be responsible for all damages to public and private property due to Contractor's negligence. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Contract Manager, the Contract Manager has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Contract Manager or withheld from the Contractor's future payments.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

Public Works County of Los Angeles Department of Public Works.

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

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

B. Assignment and Delegation

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

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

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

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

subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with

California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees,

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access

to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter or 3 years after final payment to the County for a disaster related event, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

II. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed subcontract.
 - c. Other pertinent information and/or certifications requested by County.
 - d. Certified Payroll Records to ensure prevailing wages are paid by Subcontractors.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

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

8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

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

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

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

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

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

the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the

Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any

costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
4. Pollution Liability Insurance: Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from work site. Contractor shall maintain limits of not less than \$2 million per occurrence and \$4 million aggregate.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 11

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 12

COMPLIANCE WITH PREVAILING WAGE PROGRAM

A. Prevailing Wages

The Director of the California Department of Industrial Relations 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. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

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

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the Work site.

C. Work Records

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

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee the Contractor

employs in connection with the Work. Whenever requested by the Contract Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of \$250 for each week in which certified payrolls have not been submitted.

E. Subcontractor

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

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

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

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

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

How Do My Employees Claim the EIC?

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

Can My Employees Get Advance EIC Payments?

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

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

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

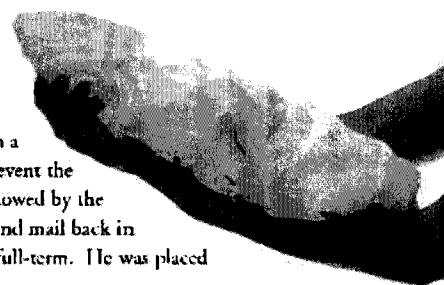
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro es una ley que permite a una madre o padre entregar a su recién nacido a cualquier hospital o cuartel de bomberos del Condado de Los Angeles dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Si los padres o el adulto que entrega al bebé no desea que el bebé sea entregado al personal de cualquier hospital o cuartel de bomberos, puede emitir una declaración de intención de no entregar el bebé. Si el bebé es entregado sin haberse emitido una declaración de intención de no entregar, se le dará prioridad a la adopción.

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

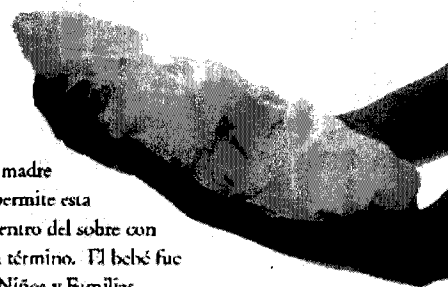
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

ABC DEBRIS REMOVAL CO.
 123 MAIN STREET
 ANYWHERE, CA 90210
 PHONE: (555) 555-5555
 FAX (555)555-5556

SAMPLE INVOICE DEBRIS CLEARANCE

COUNTY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS
 ATTN: DAVID MACGREGOR
 P.O. BOX 1460
 ALHAMBRA, CA 91802

SERVICE PERIOD:

Labor				
Item	Description	Hours	Rate	Amount
1a.	Project Manager or Supervisor		\$	\$
1b.	Laborer		\$	\$
1c.	Equipment Operator		\$	\$
1d.	Truck Driver		\$	\$
1e.	Traffic Control Flagger		\$	\$
TOTALS				\$

Equipment				
Item	Description	Hours	Rate	Amount
2a.	Pick up Truck (1/2 ton)		\$	\$
2b.	Pick up Truck (3/4 ton)		\$	\$
2c.	Truck, Utility (1 ton)		\$	\$
2d.	Truck, Misc (2 to 6 ton)		\$	\$
2e.	Truck, Dump (10 cy)		\$	\$
2f.	Truck, Water (3,500/4,000 gal)		\$	\$
2g.	Tractor, Crawler, D8		\$	\$
2h.	Tractor, Crawler, D7		\$	\$
2i.	Loader, Backhoe or Attach		\$	\$
2j.	Loader (1.5 to 2 cy)		\$	\$
2k.	Loader, Crawler (1 1/4 cy)		\$	\$
2l.	Generator (? watts)		\$	\$
2m.	Work Lights		\$	\$
TOTALS				\$

INVOICE 1112

ABC DEBRIS REMOVAL CO.
123 MAIN STREET
ANYWHERE, CA 90210
PHONE: (555) 555-5555
FAX (555)555-5556

SAMPLE INVOICE
DEBRIS REMOVAL TO TEMPORARY SITE

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
ATTN: DAVID MACGREGOR
P.O. BOX 1460
ALHAMBRA, CA 91802

MATERIAL TYPE	DATE	CU.YD	RATE	AMOUNT
Green Waste (<100)	1/17/12	800	\$60.00	\$48,000.00
Mixed Debris (>100)	1/17/12	3000	\$100.00	\$300,000.00
			TOTAL	\$348,000.00

EXHIBIT G

INVOICE 1112

ABC DEBRIS REMOVAL CO.
123 MAIN STREET
ANYWHERE, CA 90210
PHONE: (555) 555-5555
FAX (555)555-5556

**SAMPLE INVOICE
DEBRIS REMOVAL TO LAND FILL**

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
ATTN: DAVID MACGREGOR
P.O. BOX 1460
ALHAMBRA, CA 91802

MATERIAL TYPE	DATE	TONS	RATE	AMOUNT
Green Waste (<50)	1/17/12	40	\$60.00	\$2,400.00
Mixed Debris (>100)	1/17/12	500	\$100.00	\$50,000.00
			TOTAL	\$52,400.00

**DAILY LABOR AND EQUIPMENT USAGE
AS-NEEDED EMERGENCY DEBRIS REMOVAL**

CONTRACTOR: _____

DATE: _____

SUB/CONTRACTOR: _____

LOCATION	EMPLOYEE NAME	LABOR CLASS	LABOR HRS	EQUIP I.D. #	EQUIP HRS	PHASE (1 or 2)

CONTRACTOR
SIGNATURE: _____CONTR MANAGER
APPROVAL

Supervisor: _____

SUPERINTENDENT
APPROVAL

SAMPLE HAUL TRUCK TICKET – BLANK

AD412PC



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
"To Enrich Lives Through Effective and Caring Service"

43259

HAUL TRUCK DAILY TICKET

TRUCK OPERATOR USE ONLY	CONTRACTOR _____	DATE _____
	SUBHAULER/OPERATOR _____	
	TRUCK MAKE _____	<input type="checkbox"/> 3 AXLE TRUCK 10 CY
	TRUCK YEAR _____	<input type="checkbox"/> 5 AXLE TRUCK - Low Side
	TRUCK LICENSE _____	<input type="checkbox"/> 5 AXLE TRUCK - High Side
	DPW TAG NO. _____	<input type="checkbox"/> 5 AXLE TRUCK - Bottom Dump

START SHIFT	AM	PM												
HOURS	1	2	3	4	5	6	7	8	9	10	11	12		
MINUTES	0	6	12	18	24	30	36	42	48	54				

END SHIFT	AM	PM												
HOURS	1	2	3	4	5	6	7	8	9	10	11	12		
MINUTES	0	6	12	18	24	30	36	42	48	54				

DEPARTMENT USE ONLY	DOWN TIME			<input type="checkbox"/> WEEKDAY
				<input type="checkbox"/> SATURDAY
				<input type="checkbox"/> SUNDAY/HOLIDAY
	TOTAL HOURS	DOWN TIME	NET HOURS	

PCA NO. _____	OCA NO. _____	USER CODE 1 _____
OPERATOR HAS MEDICAL <input type="checkbox"/> LICENSE <input type="checkbox"/>		
JOB LOCATION _____		LAST DAY _____
DUMP SITE _____		
OPERATOR SIGNATURE _____		FLEET/CONTRACT MANAGER APPROVAL _____
COMMENTS _____		Fund No. _____ RA Pgt _____
SUPERVISOR _____		SUPERINTENDENT APPROVAL _____

33-0014 DPW 1/05

A COPY ASD-FLEET MANAGEMENT GROUP

SAMPLE HAUL TRUCK TICKET - FILLED IN

A0412PC



C LOADS
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS 43273
"To Enrich Lives Through Effective and Caring Service"

HAUL TRUCK DAILY TICKET

TRUCK OPERATOR USE ONLY

CONTRACTOR Jasper Trucking DATE 12-14-11
SUBHAULER/OPERATOR Angus Trucking
TRUCK MAKE Peterbilt ☒ 3 AXLE TRUCK 10 CY
TRUCK YEAR 96 ☐ 5 AXLE TRUCK - Low Side
TRUCK LICENSE 7X22602 ☐ 5 AXLE TRUCK - High Side
DPW TAG NO. ☐ 5 AXLE TRUCK - Bottom Dump

START SHIFT AM PM
HOURS 1 2 3 4 5 6 7 8 9 10 11 12
MINUTES 0 6 12 18 24 30 36 42 48 54

END SHIFT AM PM
HOURS 1 2 3 4 5 6 7 8 9 10 11 12
MINUTES 0 6 12 18 24 30 36 42 48 54

DEPARTMENT USE ONLY

DOWN TIME
8.5 .5 8
TOTAL HOURS DOWN TIME NET HOURS
☐ WEEKDAY
☐ SATURDAY
☐ SUNDAY/HOLIDAY

PCA NO. RBASRack OCA NO. 481219 USER CODE A503

OPERATOR HAS MEDICAL ☐ LICENSE ☐

JOB LOCATION RD 519 Temple City LAST DAY ☒

DUMP SITE Eaton Canyon

OPERATOR SIGNATURE Oscar Debora FLEET/CONTRACT MANAGER APPROVAL

COMMENTS _____ Fund No. _____ RA Pg# _____

SUPERVISOR Moreno Sr. - Hanson SUPERINTENDENT APPROVAL

33-0014 DPW 1/05

A COPY ASD-FLEET MANAGEMENT GROUP

Bid Submission Instructions

1. A job-specific scope of work will be attached.
2. County shall prepare a detailed Form PW-2 Schedule of Prices for the work identified.
3. A Bid Package will be sent to all Qualified Contractors.
4. Contractor shall submit a sealed bid prior to the deadline indicated in the Bid Package.
5. Qualified Contractor shall submit a bid bond that shall be made payable to the County of Los Angeles in an amount equal to 5 percent of the Contractor's bid price as provided in Form PW-2, Schedule of Prices. The bid guaranty can either be in the form of cash, a certified check, a cashier's check, or an original bid bond, executed by the Qualified Contractor and issued by a California-Admitted Surety, which has an A.M. Best Rating of not less than A:VII in a form acceptable to County. No other form of bid guaranty will be accepted. The bid guaranty may be prepared on the Surety's standard form. Contractor shall pay all bid guaranty premiums, costs, and incidentals.

The successful Contractors' bid guaranty will be retained until the successful Contractor provides all required proof of insurance, performance bond and payment bond. If the successful Contractor fails to furnish the required and County-approved proof of insurance and required County approved performance and payment bond, or makes any misrepresentation or commits any fraud in connection with the procurement of the Agreement, the County may annul the award approval and the bid guaranty of the Proposer shall be forfeited and liquidated. All other Contractors' bid guaranties will be returned upon the successful Contractors' execution of a Work Order, providing all required proof of insurance and contract security.

Proposers failing to provide the requested bid guaranty at the time of proposal submission may result in the immediate rejection of the bid as nonresponsive.

6. Successful Contractor shall obtain a payment bond, in substantially the form attached as Attachment 1, in the amount equal to the Work Order amount or as required by Vehicle Code Section 34510.5, whichever is greater as required by the Contract (Work Order Amount). A payment bond shall be payable to the County of Los Angeles, executed by a corporate surety admitted to transact business as a surety insurer in the State of California. (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by Contractor in a manner that is satisfactory and acceptable to the COUNTY. If necessary, the bond shall be renewed in a timely manner to provide

for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to County conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the County upon demand and in a sum not less than Work Order amount may be acceptable. Failure by the Contractor to maintain the required security shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. The Contractor shall pay all security premiums, costs and incidentals required to maintain the security during the entire contract term, including renewals.

7. Successful Contractor shall obtain a performance bond, in substantially the form attached as Attachment 2, in the amount equal to the Work Order amount as required by the Contract. A faithful performance bond shall be payable to the County of Los Angeles, executed by a corporate surety admitted to transact business as a surety insurer in the State of California. (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by Contractor in a manner that is satisfactory and acceptable to the County. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to County conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the County upon demand and in a sum not less than Work Order amount may be acceptable. Failure by the Contractor to maintain the required security shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. The Contractor shall pay all security premiums, costs and incidentals required to maintain the security during the entire contract term, including renewals.
8. Public Works will award the Work Order to the responsive and responsible Qualified Contractor with lowest bid, adjusted, as applicable, by the Local SBE Preference and Transitional Job Opportunities Preference.
9. Public Works may include additional criteria requirements per work order, such as requiring Bidders to use a defined percentage of small businesses.
10. The County reserves the right to negotiate the price of the bid(s), in the sole discretion of the County, to achieve the most beneficial price for the County.
11. Contractor shall comply with all requirements under this Bid Request, in order for the bid to be considered responsive.

CLARKE CONTRACTING CORPORATION

4646 Manhattan Beach Boulevard

Lawndale, CA 90260

(310) 542-7724

Project title: **AS-NEEDED EMERGENCY DEBRIS REMOVAL
SERVICES PROGRAM**
(2013-AN005)

Date of Submittal: March 13, 2013

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AS-NEEDED EMERGENCY DEBRIS REMOVAL
SERVICES PROGRAM
(2013-AN005)

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- A3. - LETTER OF TRANSMITTAL
- A4. - CORPORATE CERTIFICATE OF GOOD STANDING
- A5. - EXPERIENCE
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- A10. - INSURANCE
- A11. - FORMS LIST
- A12. - SUBCONTRACTORS' FORMS LIST
- A13. - ADDITIONAL INFORMATION

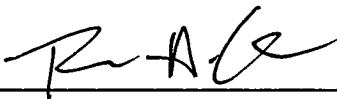
LETTER OF TRANSMITTAL – Section# 2. A3

ORGANIZATION

Clarke Contracting has a very efficient system of organization. We have set up a special system of crews for emergency projects. These crews consist of experienced foreman, operators, and laborers who can get the job done. These crews are further supported by office personnel including project managers and others. Clarke's organization is efficient and effective. *Clarke contracting Corporation fully understands the scope of the work that might be involved if we are selected to be on this program.* We are ready to respond immediately to any emergency that the County might have twenty-four hours a day, 365 days a year.

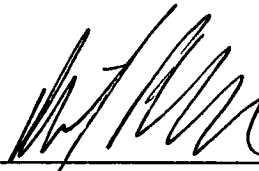
The following is a list of authorized individuals, their titles, addresses and telephone numbers.

Authorized Persons:



Brian A. Clarke
President

1501 Walnut Avenue



Robert F. Clarke
Secretary

1111 T Street



CORPORATE AMENDMENT



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

CLARKE CONTRACTING CORPORATION

2. CALIFORNIA CORPORATE NUMBER

C0775357

This Space for Filing Use Only

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

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

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

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

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
4646 Manhattan Beach Blvd.	Lawndale	CA	90260
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
4646 Manhattan Beach Blvd.	Lawndale	CA	90260
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

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

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Brian A. Clarke-	4646 Manhattan Beach Blvd.	Lawndale	CA	90260
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Robert F. Clarke-	4646 Manhattan Beach Blvd.	Lawndale	CA	90260
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
John J. Clarke-	4646 Manhattan Beach Blvd.	Lawndale	CA	90260

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Brian A. Clarke-	4646 Manhattan Beach Blvd.	Lawndale	CA	90260
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
Robert F. Clarke-	4646 Manhattan Beach Blvd.	Lawndale	CA	90260
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
John J. Clarke-	4646 Manhattan Beach Blvd.	Lawndale	CA	90260

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

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

14. NAME OF AGENT FOR SERVICE OF PROCESS

Brian A. Clarke

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY

4646 Manhattan Beach Blvd., Lawndale

STATE ZIP CODE
CA 90260

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
General Engineering Contractor

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

1/9/13

Brian A. Clarke

President

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

CORPORATE CERTIFICATE OF GOOD STANDING



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

C0775357
Clarke Contracting Corporation
4646 Manhattan Beach Blvd.
Lawndale, CA 90260

This Space for Filing Use Only

Due Date:

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
4646 Manhattan Beach Blvd.	Lawndale	CA	90260

3. STREET ADDRESS OF PRINCIPAL BUSINESS IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
Same as above		CA	

4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE

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

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
John J. Clarke	4646 Manhattan Beach Blvd.	Lawndale	CA	90260

6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Sarah A. Clarke	4646 Manhattan Beach Blvd.	Lawndale	CA	90260

7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
John J. Clarke	4646 Manhattan Beach Blvd.	Lawndale	CA	90260

Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
John J. Clarke	4646 Manhattan Beach Blvd.	Lawndale	CA	90260

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Sarah A. Clarke	4646 Manhattan Beach Blvd.	Lawndale	CA	90260

10. NAME	ADDRESS	CITY	STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS

John J. Clarke

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
200 N. Dianthus St.	Manhattan Beach	CA	90266

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
General Engineering Contractor

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

7/7/11

DATE

John J. Clarke

TYPE/PRINT NAME OF PERSON COMPLETING FORM

Pres.

TITLE

SIGNATURE

A5.)EXPERIENCE

BACKGROUND

Clarke Contracting Corporation is a general engineering construction firm that has been completing public works projects since 1976. Founded by John J. Clarke, Clarke Contracting Corporation has established a reputation for professionalism and quality with public agencies throughout Southern California. Since 1976 Clarke has grown consistently both in size and experience while maintaining the ability to control cost effectively on all size jobs. Clarke Contracting Corporation's aggregate bond capacity exceeds \$60,000,000.00 and a single project limit of more than \$30,000,000.00. Clarke Contracting has a long standing and excellent representation in the heavy construction industry and with public agencies that regularly call us out on emergency projects. Also because we have excellent credit and open accounts in good standing with all major suppliers of materials and heavy equipment rental firms, we can respond quickly with materials and equipment from multiple sources to meet our client's needs. Firms will supply our company first over other contractors because they know we always pay our suppliers and subcontractors very quickly. That has always been a source of pride for Clarke Contracting throughout its history in business.

EXPERIENCE

Clarke Contracting has experience with all types of public works construction, from earthwork and slope repairs to debris and sediment removal projects that include dams and debris basins to landfill gas collection systems, catch basin, sewer, storm drain, spreading grounds, corrugated metal pipes, reinforced concrete pipe and boxes, clearing and demolition, earthwork and grading. We have experienced crews that know how to do quality work cost effectively. Clarke contracting has extensive experience as an emergency contractor. Throughout the years Clarke has served many agencies in Los Angeles in this capacity, including: The Los Angeles County Dept. of Public Works, The City of Los Angeles Dept. of Public Works, the Los Angeles County Dept. of Sanitation and most recently with the City of Glendale Public Works.

We are also currently one of only two contractors on the County's AS-NEEDED EMERGENCY FLOOD CONTROL AND ROAD MAINTENANCE FACILITIES REPAIR PROGRAM (2012-AN013), as well as their emergency sewer repair program. Clarke Contracting has been doing emergency work for public agencies since 1976. We are uniquely qualified for this program as we have completed difficult debris basin and dam sediment removal project for LA County Public Works in the past that included dewatering, BMP's, excavation and removal of massive amounts of sediment, securing of local city haul permits, setting-up proper site BMP's including wheel washing units, storm water plans, etc. Besides the attached list of past projects completed (see attached list), the following is a list of debris basin, dam debris and sediment removal, slope repair and other related projects that we have completed on both contract and emergency basis for Los Angeles County and other agencies in the past:

Debris Basin and Dam Sediment Removal Projects:

1. **Hillcrest Drive Emergency Landslide Repair (in progress)**- City of Los Angeles- Removal of over 126,000 cubic yards of loose soil and stabilization of slopes by grading, installation of concrete terrace drains and re-vegetation.
2. **Big Dalton Dam Sediment Removal (2005)**- Los Angeles County – Removed approximately 800,000 tons.
3. **Little Dalton Dam Sediment Removal (2005)**- Los Angeles County – Removed approximately 100,000 tons.
4. **Hume Road Emergency Slope Repair (2005)**- Los Angeles County – Slope repair and haul off excess dirt, construct wall.
5. **Pickens/Snover Debris Basin (2010)**- Los Angeles County – Emergency repair inlet towers and spill ways.
6. **Santa Anita Debris Basin**- Los Angeles County Flood – Sediment removal.
7. **Cooks Dunsmuir Debris Basin**- Los Angeles County Flood – Repair crib wall stabilizer walls.
8. **Sullivan Canyon Debris Basin**- Los Angeles County Flood – Clean out debris.
9. **Green Briar Debris Basin**- Los Angeles County – Excavate and disposal of debris sediment.
10. **Pan Pacific Retention Basin (West Hollywood)**- Los Angeles County Flood – Excavate, grade and removal of approximately 325,000 cy of dirt for park construction.

11. **Nichols Canyon Debris Basin -Los Angeles County Flood - Construct Dewatering System.**
12. **Rio Hondo Debris Basin (1986)- Los Angeles County – Excavate and dispose of debris sediment.**
13. **Loop Canyon Debris Basin (1983)- Los Angeles County – Debris removal and haul off.**
14. **San Dimas Dam and Reservoir (1986)- Los Angeles County – Dewatering, excavation and removal of mass amounts of sediment from behind dam.**
15. **Kanan Dune Road (1987)- Los Angeles County – Slope repair, cut back slope, and earthwork drainage.**
16. **Sierra Madre Wash (West Canyon)-(1990)- Los Angeles County – Removal of debris, retention structure.**
17. **Big Dalton Dam & Reservoir (1993 & 2005)- Los Angeles County – Excavation and removal of sediment behind the dam, dewatering, grading, maintaining haul roads.**
18. **Station Fire – Upper Big Tujunga Canyon (2009)- Los Angeles County – Culvert Improvement.**
19. **Colima Road Slope Failure (2012)- Los Angeles County Architects – Slope repair and retaining wall.**

Projects for Additional Agencies:

20. **Santa Ana River – USDA Soil Conservation Service – Removal and disposal of debris and sediment in the Santa Ana River.**
21. **La Tuna Canyon Road Slope Repair (1980)- City of Los Angeles– Excavate and stabilize slope, dispose of excess debris.**
22. **Loop Canyon Debris Basin-(1983)- City of Los Angeles, Dept. of Public Works – Debris removal and haul-off.**
23. **Warring Debris Basin (1983)- Ventura County Flood Control – Debris removal.**
24. **Van Alder Retention Basin (1991)- City of Los Angeles, Dept. of Public Works- Debris removal.**
25. **El Dorado Retention Basin (1987)- City of Torrance – Storm water pumping system.**

****See complete Job Reference list attached****

Clarke Contracting
Project
Photos

PROJECT INFORMATION REPORT

City of Los Angeles

Bureau of Engineering

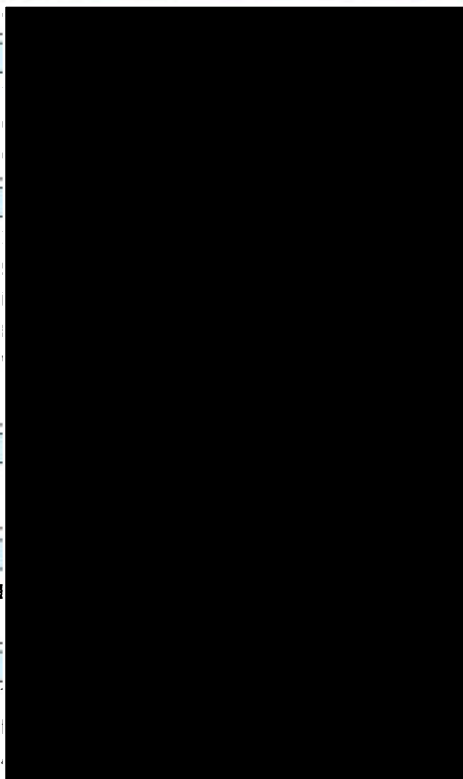
Department of Public Works

Hillcrest Drive Landslide Repair

(emergency) project

(M691)

Current Phase



Scope of Work

Repair of landslide, per request of City Attorney. Design & Plans are to be by the City Attorney's geotechnical consultants who were the expert witnesses during the litigation. BOE/GEO will monitor the project for the City Attorney.

This safety-related project entails removing the landslide and stabilizing the resultant slope. The design phase of the project will include preparation of a topographic map, geotechnical exploration of the landslide, and design and preparation of a grading plan. Construction will include the removal and disposal of the landslide debris, grading of the slope to a gradient no steeper than 2:1 (horizontal to vertical), and installing concrete terrace drains to control runoff. This project is to be funded by gas tax funds.

Project Status

Project is in Construction Phase.

Information Resources

Listed below are various resources available for finding more information related to projects.

City of Los Angeles Internet Home Page

<http://www.lacity.org/>

Bureau of Engineering Internet Home Page

<http://eng.lacity.org/>

BOE Mapping Application (Navigate LA)

<http://navigate.la.lacity.org/>

BOE Public Right of Way Reservation System

<http://navigate.la.lacity.org/pwrsview/>

Bureau of Engineering Project Information Reports

<http://eng.lacity.org/iuprs/>

Bureau of Engineering Projects Out to Bid

<http://eng.lacity.org/docs/dpw/bids/consbids.pdf>



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Hume Rd



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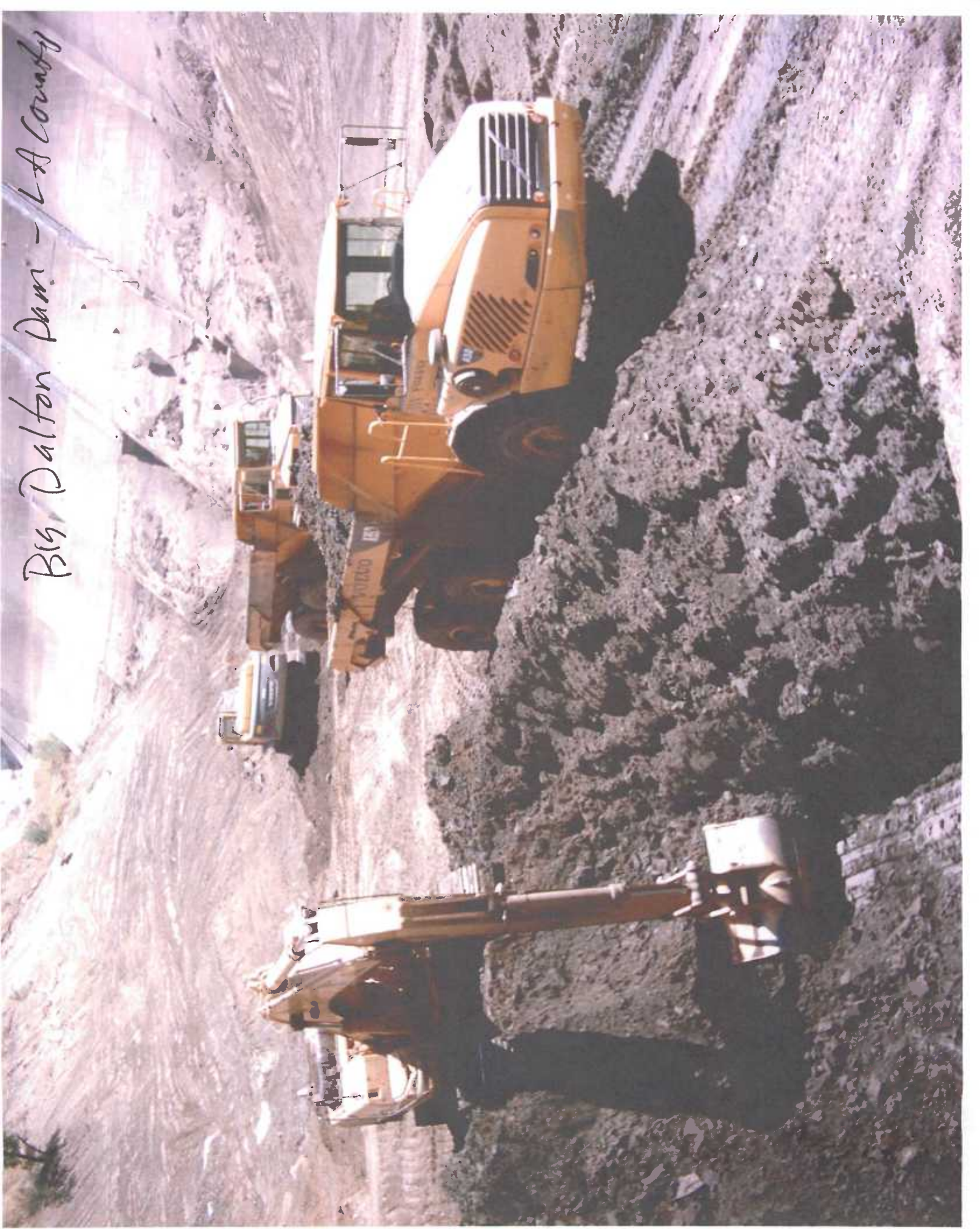


159 draft

Big Dalton Dam



1557
Feb 2
1957

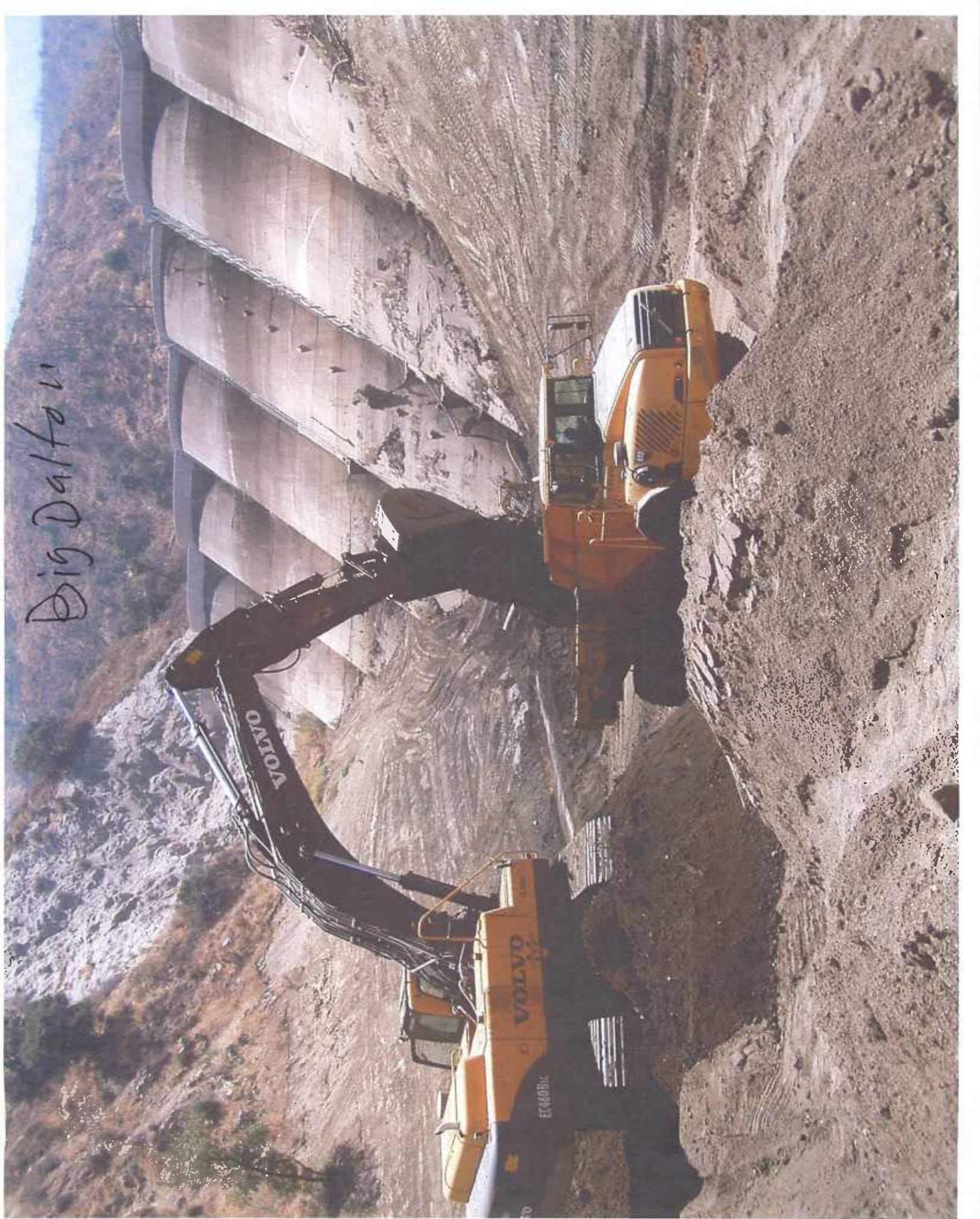


Big Dalton Dam - LA County

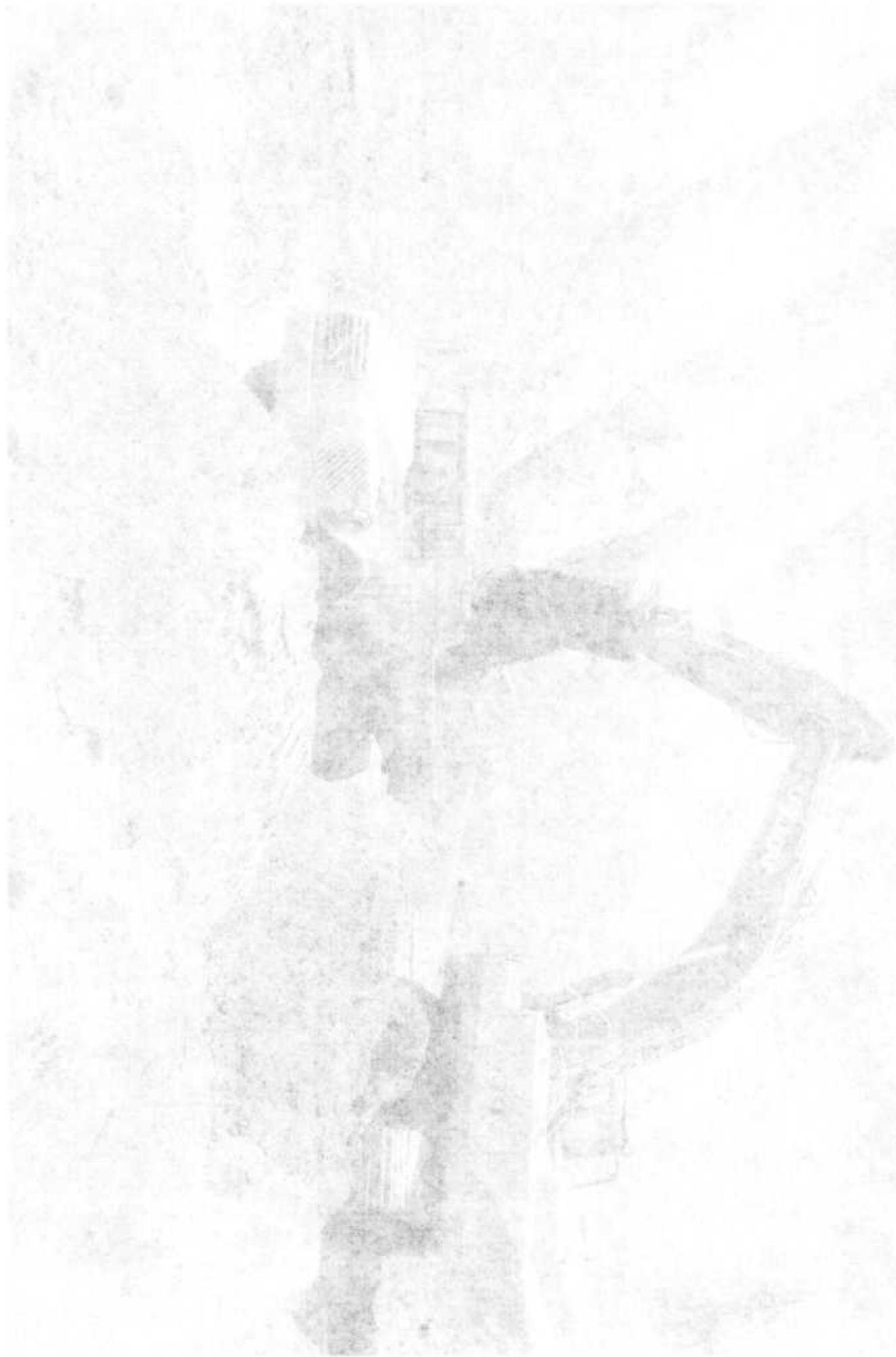
Big Dalton Dam - 1/20/1904



Big Dalton



Big Duffer.



Big Dalton



Big Dalton

LIST OF ON-CALL CONSTRUCTION CONTRACTORS
(In alphabetical order)
TO PERFORM EMERGENCY GEOTECHNICAL/STRUCTURAL
CONSTRUCTION SERVICES FOR PUBLIC WORK PROJECTS
(Contract in effect until November 13, 2013)

- Bali Construction, Inc.
- Calex Engineering Company
- Clarke Contracting Corp.
- Griffith Company
- Hayward Baker Inc.
- John S. Meek Company, Inc.
- PPC Constrcution, Inc.

2.) ORGANIZATION

OUTLINE OF CLARKE CONTRACTING CORPORATION ORGANIZATION STRUCTURE

Number of personnel Clarke Contracting Corporation will have available to respond to calls and their classifications/job titles/functions are as follows:

NAME	POSITION	ROLE IN CONTRACT
1. Brian A. Clarke	President, CEO, Project Manager, & Estimator	President and Project Manager
2. Robert F. Clarke	Secretary, Project Manager, Estimator, & Safety Officer	Secretary, Project Manager, and Safety Officer
3. John J. Clarke	Treasurer & Past President	Treasurer and Supervisor
4. Sarah A. Clarke	Vice President & Assistant Secretary	Project Support
5. Johana Perez	Project Manager & Estimator	Project Manager
6. Christopher Ochoa	Superintendent	Project Superintendent
7. Ann Takahashi	Office Manager	Office Manager & Project Support
8. Martin Mandlebaum	Payroll & Certified Payroll	Project Payroll
9. Kelli Meier	Accounts Payable & Dispatch	Project Dispatch & Support
10. Oliver Salas	Pick-up & Delivery	Project Pick-up & Delivery
11. Silvino Andrade	Foreman & Operating Engineer	Project Foreman & Operating Engineer
12. Manual Sanchez	Foreman & Operating Engineer	Project Foreman & Operating Engineer
13. Gonsalo Contreras	Foreman & Grade 5 Laborer	Project Foreman & Labor
14. Michael Contreras	Foreman & Carpenter	Project Foreman & Carpenter

15. Brian Taylor	Operating Engineer	Project Operating Engineer
16. Daniel Lair	Operating Engineer	Project Operating Engineer
17. Daniel Cuevas	Operating Engineer	Project Operating Engineer
18. Efren Perez	Grade 2 Laborer	Project Labor
19. Cecilio Dorado	Grade 4 Laborer	Project Labor

In addition to the above listed labor, Clarke Contracting Corporation has current agreements with local Unions including the Operators, Laborers, Carpenters and Cement Masons. This allows us to have personnel dispatched as needed to our projects as necessary.

3.) STAFFING PLAN:

Clarke Contracting will provide top people who have years of quality public works construction experience on all projects under this program. The following is a **list of key people to be utilized** to run emergency projects under this program:

- 1.) **Brian A. Clarke- President & CEO / Estimator & Project Manager-** (See attached resume)
With 15+ years experience, Brian has the experience of running all types of difficult public works projects including slope repairs, retaining wall projects, grading, import/export projects, and underground pipeline projects. Brian will be one of three project managers available to work on projects for this program.
- 2.) **Robert F. Clarke- Secretary / Senior Estimator & Project Manager-** (See attached resume)
With over 21 years experience, Robert has an outstanding reputation for public works projects. He specializes in all types of projects including excavation, import and export projects, grading and slope repairs, especially complicated and challenging projects. Robert will be one of three project managers available to work on projects for this program.

3.) **John J. Clarke- Treasurer, Past-President and Founder-** (See attached resume)

John is a registered Civil Engineer who started out in the Los Angeles County Road Dept. from 1967-1970. He has worked in public works construction since 1970, starting his own company in 1973. John has estimated, managed and run hundreds of large scale debris basin and large dam clean-out projects, many of which were for Los Angeles County, including *San Dimas Dam, Rio Hondo, and Big & Little Dalton Dam*. John has an excellent reputation for being a fair, honest contractor who works to make sure our clients are satisfied with our work. John's role will be as a supervisor to the project managers and to oversee the projects.

4.) **Johana Perez- Estimator & Project Manager-** (See attached resume) BS degree in Civil & Environmental Engineering from University California Berkeley. Johana is new to Clarke Contracting, having worked for a public works contractor for the last year, (JC Underground). She will be one of three project managers available to work on projects in this program.

5.) **Christopher Ochoa- Superintendent-** (See attached resume) Has worked for Clarke Contracting since 1982. Chris runs all of our field crews, oversees the Project Foremen, and is Clarke Contracting's main contact in the field. Chris has vast knowledge in both setting up and running all aspects of all different types of Emergency Projects, including Debris Basin and dam clean-out projects, slope repairs, mass grading, Etc. Chris has personally run the following County Debris Basin/dam projects for the County: Big Dalton Dam, Little Dalton Dam, and Hume Road Emergency Slope Repair Project in Malibu. He was also an Operator on the San Dimas Dam, Rio Hondo Spreading Ground, among others.

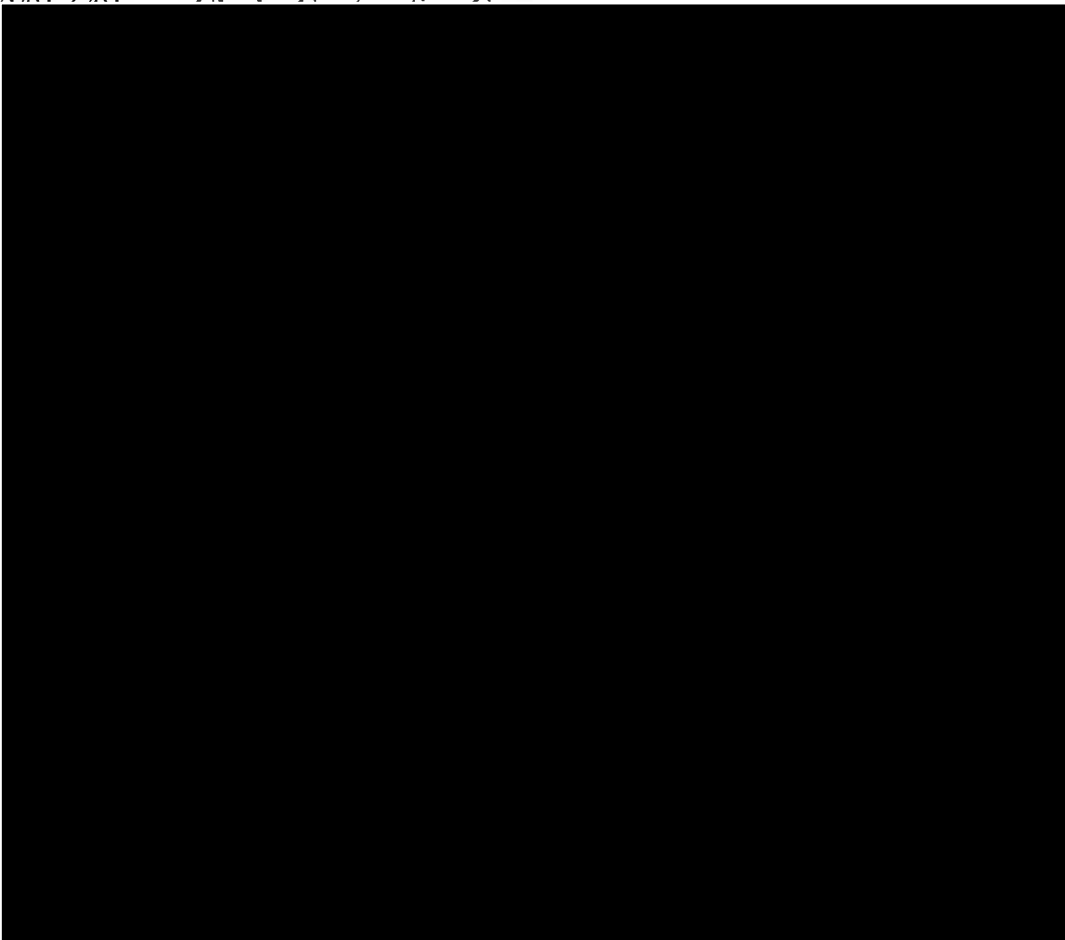
Brian A. Clarke
President and CEO
Estimator/Project Manager
Clarke Contracting Corporation



Education:



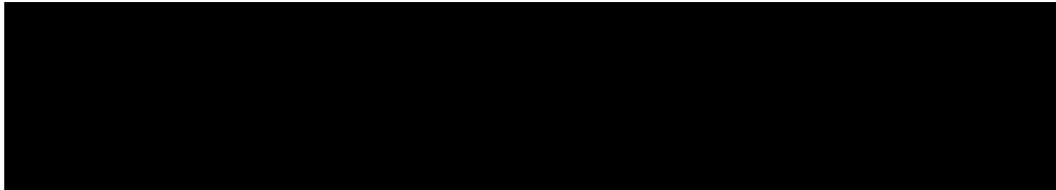
Employment History/Qualifications:



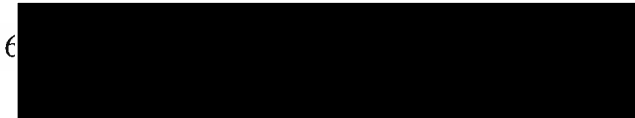
Robert F. Clarke
Secretary
Senior Estimator/Project Manager
Safety Officer
Clarke Contracting Corporation



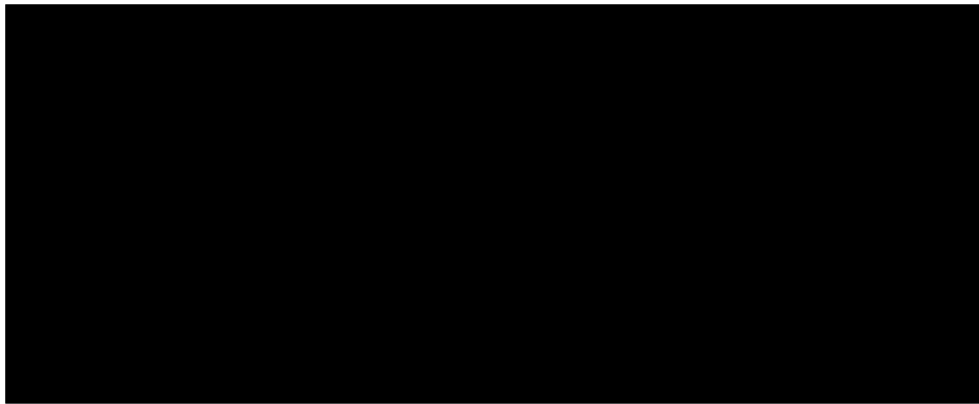
Education:



Professional Registrations/Licenses:



Employment History/Qualifications:



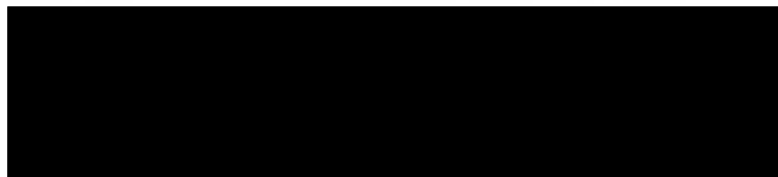
Specialty Training:



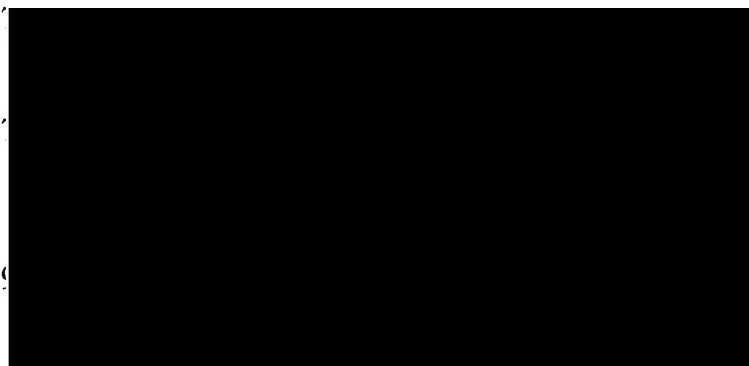
John J. Clarke
Treasurer
Past-President and Founder
Clarke Contracting Corporation



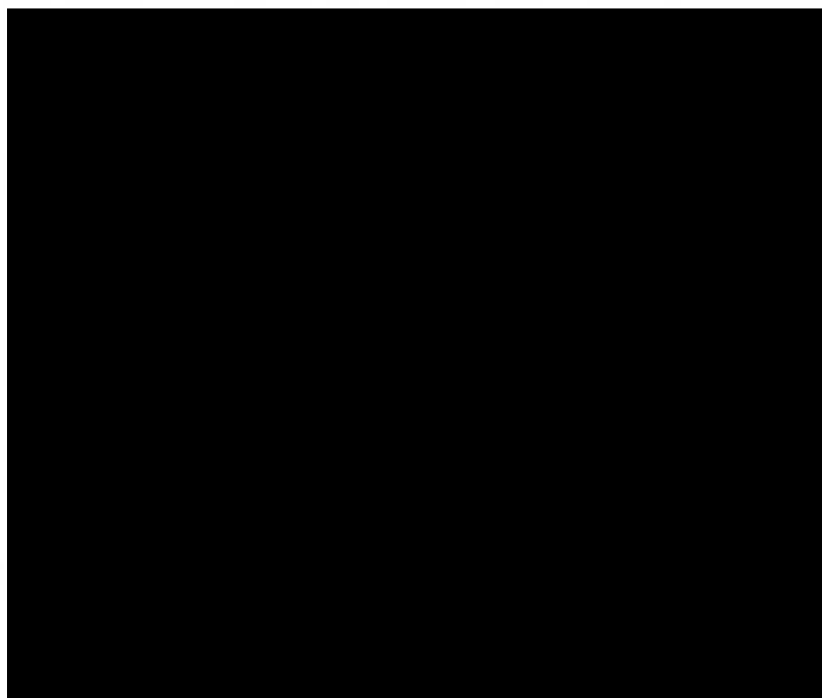
Education:



Professional Registrations/Licenses:



Employment History/Qualifications:

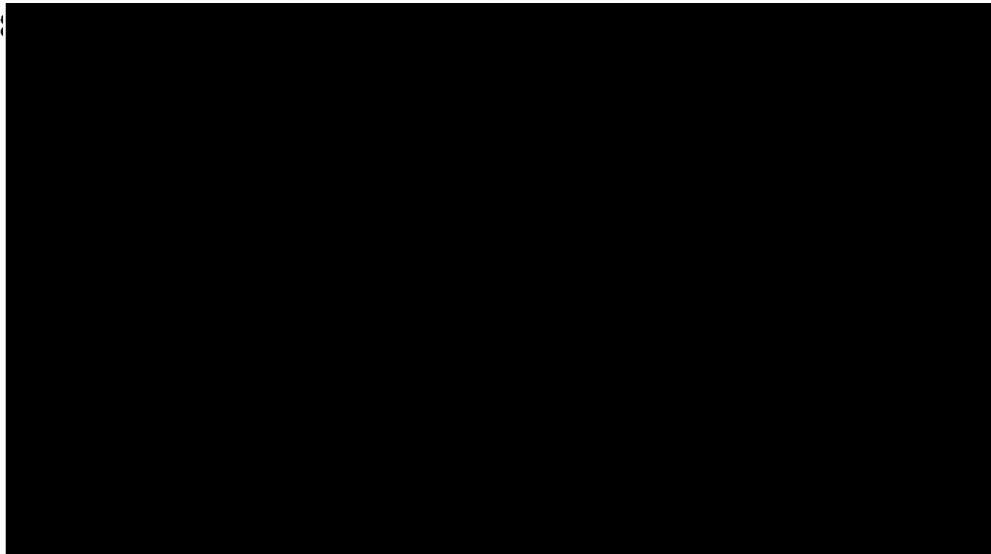


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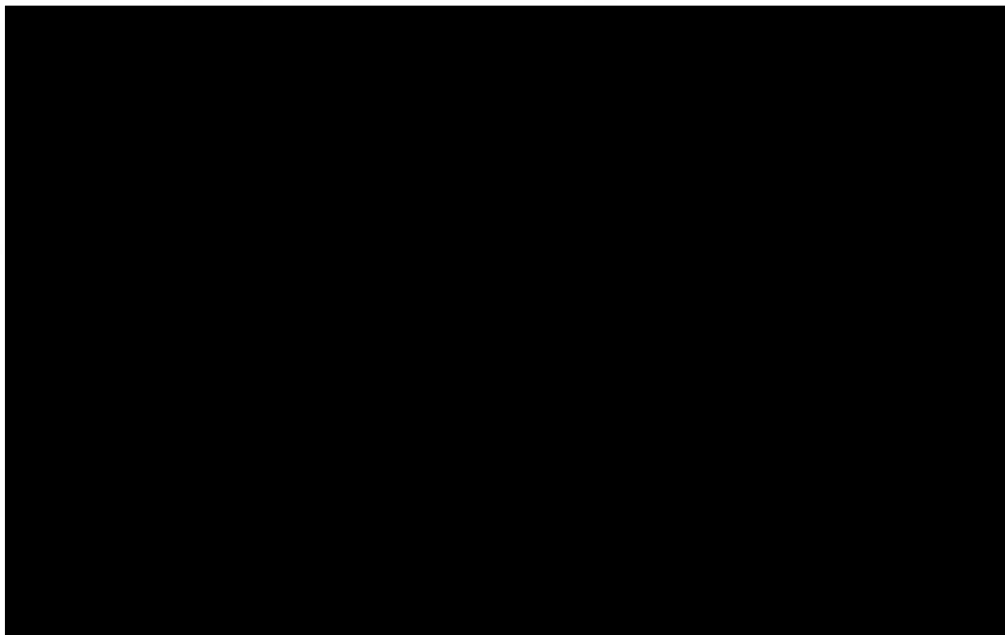
Johana Perez
Estimator/Project Manager
Clarke Contracting Corporation



Education:



Employment History/Qualifications:



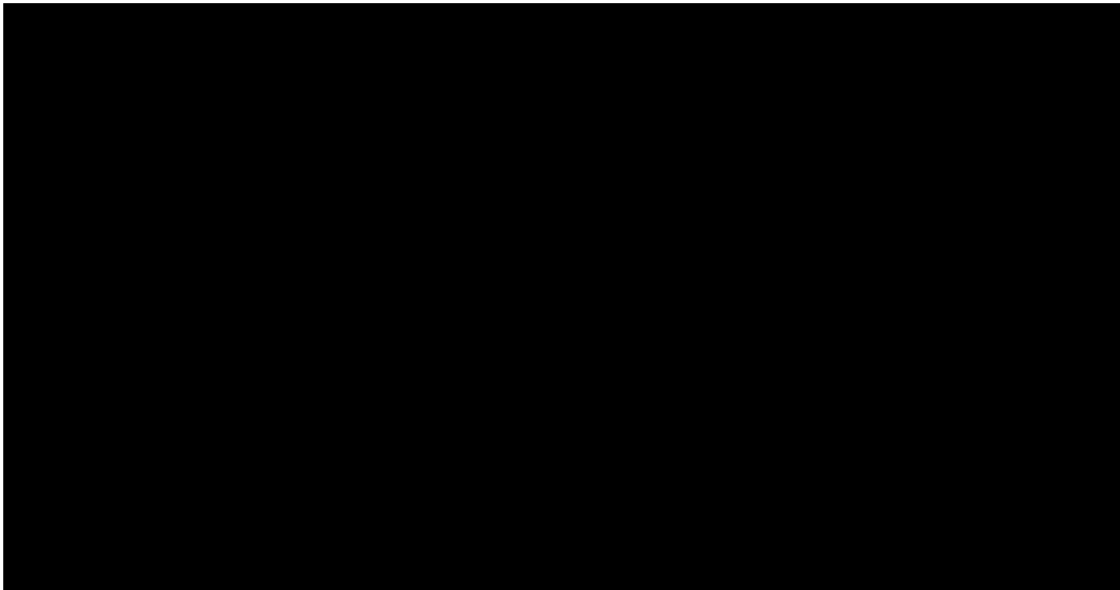
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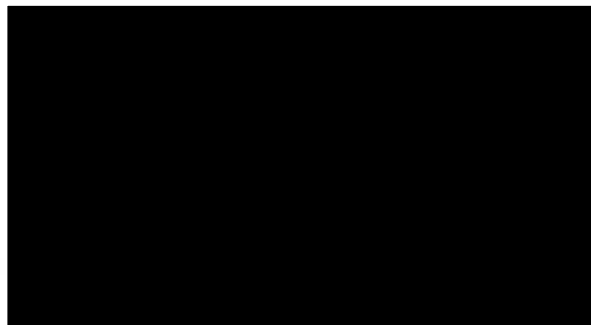
Christopher Ochoa
Superintendent/Operating Engineer
Clarke Contracting Corporation



Employment History/Qualifications:



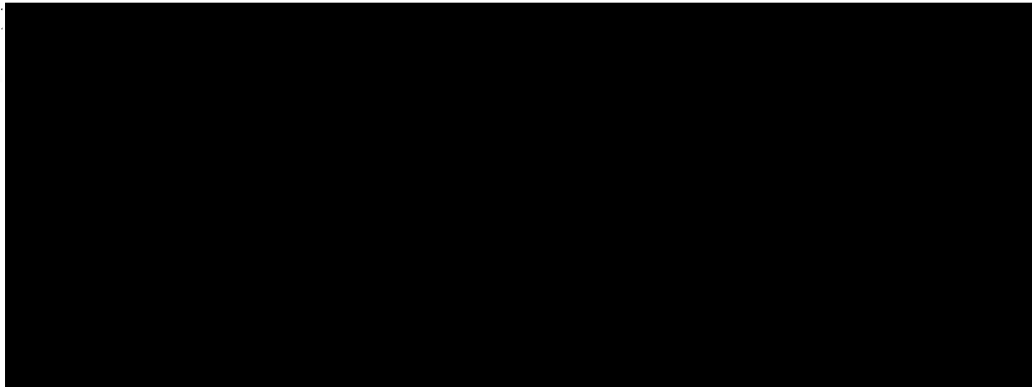
Specialty Training:



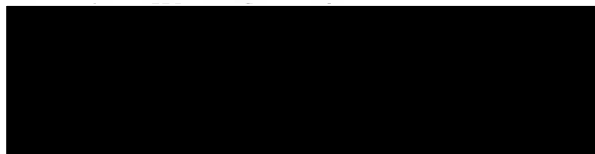
Manuel Sanchez
Foreman/Operating Engineer
Clarke Contracting Corporation



Employment History/Qualifications:



Specialty Training:



4.) Demonstrate how the proposer complies with requirements in part 1 section 1 section 1.B- Questions and comments:

a.) How many years does the proposer, it's managing employee or subcontractor(s) have in providing clean up , removal , hauling and disposal of debris /

Answer:

Clarke Contracting Corp has been providing clean up, removal, hauling and disposal of debris since 1973 (39 years). Robert Clarke (21 years' experience) and John J. Clarke our Managing Employee has been doing the above work since 1970 (42 years), as you can see we meet this 3 year minimum requirement

b.) Describe services and client list for whom proposer , it's managing employee or subcontractors (s) have preformed similar work described in the scope of work phase 1 & phase 2

Answer:

As you can see in our list of projects and experience section etc. Clarke Contracting has been preforming the work described in phase 1 & phase 2 for the last 39 years along with our managing employee and works we have complete this type of work on an emergency basis and under standard public work contract for the following agencies:

- 1.) LA County Dept. of Public Works
- 2.) City of Los Angeles Dept. of Public Works
- 3.) Ventura County Public Works
- 4.) LA County Sanitation District
- 5.) City Of Torrance
- 6.) Caltrans
- 7.) Etc.(see list attached of past projects)

**** in addition we are currently on call 24 hours 365 days a year as an emergency repose contractor for debris removal , storm damage , sewer repairs , slope failures etc. for LA County Public Works, City of Los Angeles, City of Torrance, Los Angeles County sanitation Districts ****

c.) With-in the last three years has the proposer, it's managing Employee or subcontractor (s) ever failed to complete any work awarded or defaulted on a contract? if yes explain.

Answer: Clarke Contracting has never failed to complete any work awarded or defaulted on a contract in the last 39 years it has been in business.

d.) Identify the Proposer's Program Manager and the years of experience the Program

Manager has in performing/ overseeing clean up , removal , hauling and disposal of debris

Answer: Robert F Clarke will be the Program Manager – Years of Experience 21years (1991-2012) in performing / overseeing clean-up, removal and hauling and disposal of debris. Also Above him will be John J Clarke with over 42 years' experience in these. Also in the field our Project Superintendent Chris Ochoa will oversee the projects in the field has over 30 years' experience with above type of work.

PAST JOBS CLARKE CONTRACTING CORP.

Page 1 of 2

Project Name	Agency	Final Contract Amount	Complete	Contact Person
San Rafael (Bulkhead & St. Improvements)	City of Los Angeles 433 So. Spring St. #600 Los Angeles, CA 90013		11/5/98	Doc Nghiem 213 847-8952
Emergency Slope Repair Grandview Ave.	City of Manhattan Beach 1400 Highland Ave. Manhattan Beach, CA		2/27/98	Glen Kau 310 545-5621
Mulholland Dr. - Calneva Dr. to Greenbriar Dr. (Street & Slope Improvements)	City of Los Angeles 433 So. Spring St. #600 Los Angeles, CA 90013		12/1/98	Claudia Haskett 213 847-4030
Extension of Existing Retaining Wall at Hitch Suites	UCLA 1060 Veterans Ave. #125 Los Angeles, CA 90095-1395		4/99	Clint Fulton 310 206-4247
Camrose Drive Slope Repair	City of Los Angeles 433 S. Spring St. #600 Los Angeles, CA 90013		5/2/00	Christopher Regilski 213 847-4016
6304 Monterey Road Bulkhead Replacement	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		9/03	Phillip Martinez 213 847-0827
Tujunga Cyn. Road Bulkhead	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		12/06	Vahik Vatanian 213 847-5070
Hume Road at Mile Marker 0.94 2005 Storm Damage (Retaining Wall)	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		12/06	Salman Khan 626-458-4956
Montecito Retaining Wall Replacement	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		11/06	Manuel Aguilar 213-847-0486
Merrywood Drive Bulkhead	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		10/07	Ryan Go 213-847-0497
Montecito Dr. & Sinova St. Retaining Wall	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		2/08	Alan Galiano 213-847-1933
Elysian Park West Fire Road Bulkhead	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		6/08	Gene Edwards 213-847-0463
Sleepy Hollow Slope Repair Project	City of Glendale 633 E. Broadway, Room 305 Glendale, CA 91206-4388		6/09	Kevin C. Carter, P.E. T 818 548-3945 x8356 F 818 242-7087
Las Flores Canyon Road (Retaining Wall)	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		8/09	Abigail Flores T 626 458-3517 F 626 458-2197

CLARKE CONTRACTING CORP.

Page 2 of 2

21208 Longworth
(Emer. Retaining Wall Repair)

County of Los Angeles
Dept. of Public Works
900 S. Fremont Ave.
Alhambra, CA 91803

10/09

Colin McCarter
T: (626) 300-4686
F: (626) 300-3365

Kanan Road
(Retaining Wall)

County of Los Angeles
Dept. of Public Works
900 S. Fremont Ave.
Alhambra, CA 91803

4/11

Torres Construction
Nate Beach
T: (323) 257-7460
F: (323) 257-8044

Colima Road Slope Failure

County of Los Angeles
Dept. of Public Works
900 S. Fremont Ave.
Alhambra, CA 91803

3/29/12
8/24/12

Waleed Jouzy
T: (626) 300-3289

SECTION 6

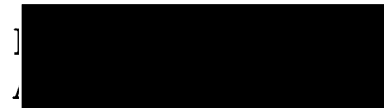
ADDITIONAL DATA & ATTACHMENTS

EMERGENCY RESPONSE PLAN

Clarke Contracting Corporation
4646 Manhattan Beach Blvd.
Lawndale, CA 90260

Tel. No. 310-542-7724
Fax No. 310-542-2188

Contractor's License No. 325884
Classification



24 Hour Phone Contacts:

Brian Clarke, President & Project Manager

Home: 310 542 0100 Cell: 310 542 7001

Robert Clarke, Secretary & Project Manager

Home: 310 542 0100 Cell: 310 542 7001

John Clarke, Treasurer, Past President & Supervisor

Home: 310 542 0100 Cell: 310 542 7001

Christopher Ochoa, Superintendent

Home: 310 542 0100 Cell: 310 542 7001

SUPPORT DOCUMENT OF CORPORATION – State of California
Secretary of State Domestic Stock

SECTION 2 A.6

WORK PLAN

Page 1

CLARKE CONTRACTING'S PLAN FOR AS-NEEDED EMERGENCY DEBRIS REMOVAL:

Number of personnel clarke Contracting Corporation will have available to respond to calls and their classifications/job titles/functions are as follows:

NAME	POSITION	ROLE IN CONTRACT
1. Brian A. Clarke	President, CEO, Project Manager, & Estimator	President and Project Manager
2. Robert F. Clarke	Secretary, Project Manager, Estimator, & Safety Officer	Secretary, Project Manager, and Safety Officer
3. John J. Clarke	Treasurer & Past President	Treasurer and Supervisor
4. Sarah A. Clarke	Vice President & Asst. Secretary	Project Support
5. Johana Perez	Project Manager & Estimator	Project Manager
6. Christopher Ochoa	Superintendent	Project Superintendent
7. Ann Takahashi	Office Manager	Office Manager & Project Support
8. Martin Mandlebaum	Payroll & Certified Payroll	Project Payroll
9. Kelli Meier	Accounts Payable & Dispatch	Project Dispatch & Support
10. Oliver Salas	Pick-up & Delivery	Project Pick-up & Delivery
11. Silvino Andrade	Foreman & Operating Engineer	Project Foreman & Operating Engineer
12. Manual Sanchez	Foreman & Operating Engineer	Project Foreman & Operating Engineer
13. Gonsalo Contreras	Foreman & Grade 5 Laborer	Project Foreman & Labor
14. Michael Contreras	Foreman & Carpenter	Project Foreman & Carpenter
15. Brian Taylor	Operating Engineer	Project Operating Engineer
16. Daniel Lair	Operating Engineer	Project Operating Engineer
17. Daniel Cuevas	Operating Engineer	Project Operating Engineer
18. Efren Perez	Grade 2 Laborer	Project Labor
19. Cecilio Dorado	Grade 4 Laborer	Project Labor

In addition to the above listed labor, Clarke Contracting Corporation has current agreements with local Unions including the Operators, Laborers, Carpenters and Cement Masons. This allows us to have personnel dispatched as needed to our projects as necessary.

SECTION 2 A.6

WORK PLAN

Page 2

CLARKE CONTRACTING PLAN FOR AS-NEEDED EMERGENCY DEBRIS REMOVAL:

- **Steps or procedures for placing calls and responding to County's requests, before, during and after hours are as follow:**
 - a. The County will be supplied a list of 24 hour phone numbers to be used should an emergency arise.
 - b. When an emergency project arises, a representative of the county should contact one of Clarke's foremen ("A Responsible Person" of Clarke) and give him directions to the site and all other needed instructions. (The foreman will arrive in approximately one hour).
- **Follow up protocols:**
 - a. The foreman will then determine what manpower, equipment and material is needed to proceed and will call necessary crew and equipment to the job site within 3 hours.
 - b. The foreman will monitor compliance with the program and deal with customer complaints and inquiries.
 - c. Clarke will immediately start work once given the OK by county representatives.
 - d. Clarke will continue work until the county says shutdown.
- **Reporting and Documenting Protocols on work performed:**
 - a. The foreman shall keep daily records on labor, equipment hours and all receipts for materials and rental items. This record shall be used to bill the county.
 - b. Clarke Contracting will have necessary traffic control and other equipment conveniently located at our office, construction yard in the City of Compton. Because we are located nearby to all areas of Los Angeles County, we should be able to respond much quicker than many of our competitors.

SECTION 2 A.6

WORK PLAN

Page 3

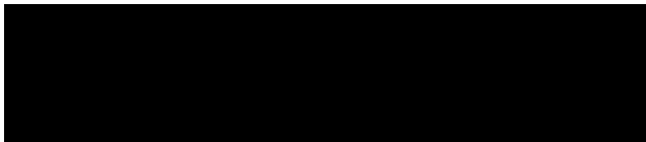
CLARKE CONTRACTING PLAN FOR AS-NEEDED EMERGENCY
DEBRIS REMOVAL:

EMERGENCY RESPONSE PLAN

Clarke Contracting Corporation
4646 Manhattan Beach Blvd.
Lawndale, CA 90260

Tel. No. 310-542-7724
Fax No. 310-542-2188

Contractor's License No.
Classification



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Cell: 310-600-1000

Robert Clarke, Secretary & Project Manager

Home: 310-542-7724

Cell: 310-600-1000

John Clarke, Treasurer, Past President & Supervisor

Christopher Ochoa, Superintendent

Home: 310-542-7724

Cell: 310-600-1000

SECTION 2 A.7

QUALITY ASSURANCE PROGRAM

CLARKE CONTRACTING'S PLAN FOR AS-NEEDED EMERGENCY DEBRIS REMOVAL:

Clarke Contracting Corporation shall have a Quality Assurance Program in place at all times to assure that we provide to Los Angeles County Department of Public Works the services required to perform any work necessary to complete any project and meet the contract requirements and recommendations as outlined in **Exhibit A, Scope of Work**.

Clarke Contracting Corporation is ready and available to perform work at various work locations will be throughout public right-of-way in the County of Los Angeles and areas bordering Los Angeles County, including but not limited to Flood Control District right-of-way.

Clarke Contracting Corporation's objective is to perform debris clearance and/or debris removal operations within public right of way, including contract city road right of way as directed by the Contract Manager.

Clarke Contracting corporation will perform Debris Clearance as set forth in Scope of Work, Exhibit A, Section D.a. Immediately after a debris-generating emergency event. Clarke Contracting will push the debris to the edge of the right-of-way or curb to open routes for travel and access critical facilities and affected neighborhoods. After being given a route by the CM, Clarke Contracting will mobilize and begin clearing all debris with personnel and equipment as required within 48 hours of notification. After the Contract Manager has determined that enough debris clearance has been performed, debris will be transported to the local temporary debris staging and reduction site and/or solid waste facility.

We shall complete all work in a timely manner and our services will be free of defects.

Meeting with Public Works Contract Manager, David MacGregor, Clarke Contracting Project Managers, Superintendent and Project Foreman will go over special concerns or requests.

Copy of plans and specs for the office and field if available. Make sure project is completed per specifications.

Clarke Contracting Corporation will have daily and weekly meetings in the field to go over all aspects of the project and any concerns the County may have. These meetings include Site Tailgate & Office Meetings, Progress Meetings and Foreman Meetings.

Project Manager will communicate with Superintendent, Project Foreman, any Project Subcontractor and the County to make sure the project runs smooth and efficiently. Project Manager will supply updated project schedules and make sure the project proceeds on schedule. BMP's will be established and adhered to as spelled out in the Project Storm Water Pollution and Prevention Plan. BMP's will be inspected on a regular basis by both the Clarke Contracting Superintendent and the Project Foreman.

A8. SUBCONTRACTORS:

- A.) "Subcontractors" to be used also **(see attached for PW-8-list of subcontractors")**.

SUBCONTRACTORS LISTED:

1.) **Ugalde Trucking Co., Inc.**

Supply operated dump trucks and drivers as needed for work. Trucks to be managed and directed by Clarke Contracting's forces.

2.) **Northwest Excavating, Inc.**

Supply operated heavy equipment to supplement Clarke Contracting's own equipment and operators as needed. Equipment to be managed and directed by Clarke Contracting's forces.

3.) **R.J. LaLonde, Inc.**

Supply operated heavy equipment to supplement Clarke Contracting's own equipment and operators as needed. Equipment to be managed and directed by Clarke Contracting's forces.

Please see the attached information that we have obtained regarding these three companies that address their experience, capabilities, staffing and schedules.

**** Contact Information:**

Clarke Contracting Corporation will have 24 hour phone numbers and contact information for all three of these companies. They have stated that they are ready to respond do an emergency request at any time, day or night as needed. All three of these companies are experienced in emergency work for public work agencies.

In addition, all three of these companies have filled out the required Subcontractor Forms (see attached in the following section 'Subcontractor Forms List').

UGALDE TRUCKING COMPANY, INC.

1974

Thirty-five Years of Service to the Southern California Construction Industry

2009

Ugalde Trucking Co., Inc Statement of Qualifications, Experience, Staffing and Schedules

Ugalde Trucking Co., Inc. (hereafter UTC) has been supplying dump truck services since 1974. We service general engineering and grading contractors as well as developers, and home builders. We have moved millions of yards of dirt all over the Southern California area and worked on projects with contract ranging from a few thousand dollars to millions of dollars.

The owner, Dan Ugalde is the president and has been running Ugalde Trucking Co., Inc since 1974. He has a bachelor's degree from the University of California, a Master's Degree from California State University and 38 years of experience running his business.

The office manager, Rosie Evans has a bachelor's degree in Management and an MBA from California State University. She has 15 years of experience helping Dan run the business.

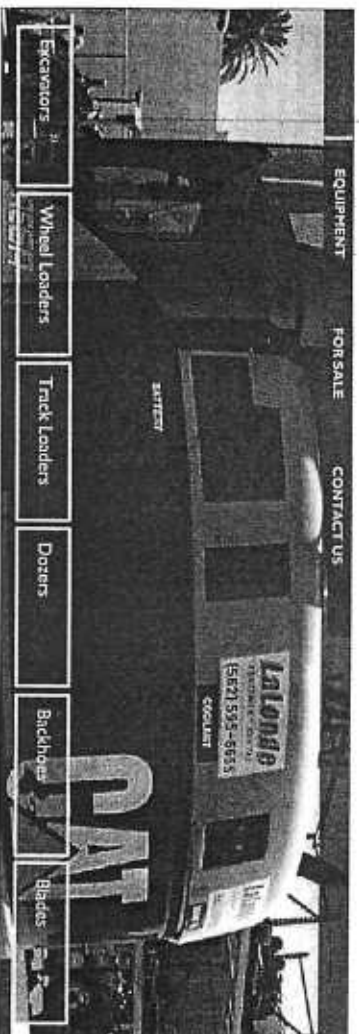
UTC has a qualified staff with more than 15% with 20+ years of employment here. Most of our employees are long term employees who are knowledgeable and experienced.

We are available to provide dump trucks 24 hours a day, 7 days a week. Our office is open Monday-Friday, 6:30 am- 5 pm and we have an after hours number for dispatch emergencies.

Lalonde

EQUIPMENT RENTAL

[| About Us](#) | [Careers](#) | [Credit App](#) | [Links](#) | [Home](#) |



About Us

Lalonde Operated Equipment Rental



"The humble beginnings, Al Lalonde with two of his sons, Rudy and Phillip, on a Ford tractor with a plow, and a box scraper in Long Beach, 1947."

For over four decades, Lalonde Equipment Rentals has represented quality and consistency in the Southern California construction industry. In the construction community, the name Lalonde has grown to represent excellence in the rental of earth-moving machinery. This success is a direct result of the company's philosophy: "... the best operators and the best equipment lead to the best service." Three generations of Lalonde's have understood this philosophy setting an environment of steady growth from the company's humble beginnings. Today, with a fleet of 35 operators and over 100 pieces of equipment, Lalonde Equipment Rental is well equipped to handle your equipment needs.

TRADITION

Lalonde Equipment Rental was formed when Rudy Lalonde purchased his first tractor from his father, Al Lalonde, a respected owner operator of 20 years. Today, a wide variety of equipment make up the company that is lead by a management team that includes the third generation of the Lalonde family. The focus is on excellence in service and product.

Diversification has been a key to the success of Lalonde Equipment Rental and will continue to be a major focus of the business. We understand that only companies willing to make the necessary changes to better their service survive in a dynamic industry. One thing remains constant that is the tradition of quality equipment and quality operators.

EQUIPMENT

<http://rj.lalonde.com/aboutus.html>



Quick Links

[Excavators](#)
[Wheel Loaders](#)
[Track Loaders](#)
[Dozers](#)
[Backhoes](#)
[Blades](#)

[For Sale](#)

[Contact Us](#)
[Credit App](#)

4/24/2012

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4/24/2012

LaLonde

EQUIPMENT RENTAL

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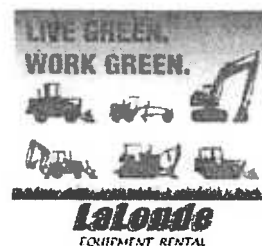


About Us

LaLonde Operated Equipment Rental



"The humble beginnings, Al LaLonde with two of his son's, Rudy and Phillip, on a Ford tractor with a plow, a harrow, and a box scraper in Long Beach, 1947."



Quick Links

Excavators
Wheel Loaders
Track Loaders
Dozers
Backhoes
Blades

For Sale

Contact Us
Credit App

For over four decades, LaLonde Equipment Rentals has represented quality and consistency in the Southern California construction industry. In the construction community, the name LaLonde has grown to represent excellence in the rental of earth-moving machinery. This success is a direct result of the company's philosophy: "... the best operators and the best equipment lead to the best service." Three generations of LaLonde's have understood this philosophy setting an environment of steady growth from the company's humble beginnings. Today, with a fleet of 35 operators and over 100 pieces of equipment, LaLonde Equipment Rental is well equipped to handle your equipment needs.

TRADITION

LaLonde Equipment Rental was formed when Rudy LaLonde purchased his first tractor from his father, Al LaLonde, a respected owner operator of 20 years. Today, a wide variety of equipment make up the company that is lead by a management team that includes the third generation of the LaLonde family. The focus is on excellence in service and product.

Diversification has been a key to the success of LaLonde Equipment Rental and will continue to be a major focus of the business. We understand that only companies willing to make the necessary changes to better their service survive in a dynamic industry. One thing remains constant—that is the tradition of quality equipment and quality operators.

EQUIPMENT

LaLonde

EQUIPMENT RENTAL

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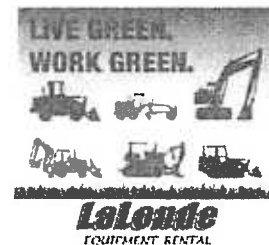


About Us

LaLonde Operated Equipment Rental



"The humble beginnings, Al LaLonde with two of his son's, Rudy and Phillip, on a Ford tractor with a plow, a harrow, and a box scraper in Long Beach, 1947."



Quick Links

Excavators
Wheel Loaders
Track Loaders
Dozers
Backhoes
Blades

For Sale

Contact Us
Credit App

For over four decades, LaLonde Equipment Rentals has represented quality and consistency in the Southern California construction industry. In the construction community, the name LaLonde has grown to represent excellence in the rental of earth-moving machinery. This success is a direct result of the company's philosophy: "... the best operators and the best equipment lead to the best service." Three generations of LaLonde's have understood this philosophy setting an environment of steady growth from the company's humble beginnings. Today, with a fleet of 35 operators and over 100 pieces of equipment, LaLonde Equipment Rental is well equipped to handle your equipment needs.

TRADITION

LaLonde Equipment Rental was formed when Rudy LaLonde purchased his first tractor from his father, Al LaLonde, a respected owner operator of 20 years. Today, a wide variety of equipment make up the company that is lead by a management team that includes the third generation of the LaLonde family. The focus is on excellence in service and product.

Diversification has been a key to the success of LaLonde Equipment Rental and will continue to be a major focus of the business. We understand that only companies willing to make the necessary changes to better their service survive in a dynamic industry. One thing remains constant-that is the tradition of quality equipment and quality operators.

EQUIPMENT

The Lalonde Equipment Rental fleet has come a long way from the early days of just a couple of skip loaders. Today, the roster is made up of the best makes in excavators, wheel loaders, backhoes, track loaders, dozers, and blades. This fleet is a unique blend of makes that include Caterpillar, John Deere, Hitachi, Komatsu, and Case. The LaLonde service staff keeps on top of every piece of equipment, including complete services every 200 hours. The mechanics have over 75 years combined experience in the industry. Our service trucks are designed to respond immediately to down equipment in the field and get the machine rolling again. This fleet adds up to complete service.

OPERATORS

The Lalonde operation demands highly trained and diverse personnel to operate the various types of machinery on hand. We are quick to point out that the real producer is the operator. The Lalonde operator is a unique breed, most averaging 15 to 20 years of experience. With the successful management of frequently changing job sites and customers, what has developed is a staff of very consistent and dependable people. All of this combined, with the countless years of experience on hand, translates into efficiency and quality work for the customer.

PEOPLE

A quality staff does not end with the operators at Lalonde Equipment Rental. The office operation lead by COO, Janelle Reusch continues to reflect the company's philosophy that people are the most valuable resources we have. From field support and mechanics to dispatchers and administrators-Lalonde Equipment Rental understands that people make the difference and a "team" operation leads to success.



The original "Shed" In Long Beach 1966.

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50th Anniversary
special edition
magazine

ABOUT US

History of NORTHWEST EXCAVATING

Situated in Northridge California, Northwest Excavating can trace its origin back to 1959 when Bob Groff founded the company under the name "Northwest Compaction." With an eye towards the future, the company started out modestly, with two backhoes, an Arrow hammer, a skid loader and a Gradall.

During the first few years Northwest focused primarily on operated equipment rental to local grading and sewer contractors. The company prospered during the 1960's due to the ever increasing construction needs throughout southern California. While maintaining a conservative approach towards growth, the company slowly added equipment to their fleet.

During the mid to late 1960's, Bob Groff found himself splitting time between Northwest and Northridge Equipment Rentals, which he had established in 1952, as a bare rental company. It was at this time that current co-owners Howard and Sue Groff bought the company while Bob began devoting himself full time to Northridge Equipment Rentals. During these first years Howard often worked as equipment operator, mechanic, lowbed driver, or anything else that needed to be done. Howard, much like his father before him, had undertaken a conservative management approach towards the company. During the late 1960's and into the early 1970's, the company grew at a steady pace.

As a result of the company's experience early on working for underground sewer and dry utilities contractors, Northwest began their own underground dry utilities division for the complete installation of power and telephone construction. This division started out digging trenches, doing the backfill and then compaction by the foot for residential developers. Howard was doing all of the estimating and running most of the jobs.

In the mid 1970's, needing to better reflect the company's business, Northwest Compaction re-incorporated under the name Northwest Excavating. Throughout the 1970's, the company continued to experience growth in both the operated equipment rental side and the underground utilities side of the business. With an expanding number of employees, Howard began devoting his time almost exclusively towards company management.

In the early 1980's, Northwest had a fleet of about 15 to 20 late model pieces of equipment in their rental fleet. Constantly striving to provide their customers with the most productive equipment in the industry, the fleet is always in a state of update.

The underground utilities division was now specializing in complete installation of communication / electrical underground power, telephone and cable television conduit systems, as well as complete street lighting systems.

With the construction boom of the late 1980's, Northwest was leading the way in the Southern California rental industry. Their fleet now included D8N dozers, 623E scrapers, and other large machines. With a total of between 20 to 25 pieces for rent, the company still maintained their commitment of productivity and customer satisfaction as the cornerstone of their business philosophy.

While many equipment rental and underground utilities companies were scaling back in the early 1990's, Northwest was maintaining their usual steady aggressiveness. Armed with a strong customer base and a great reputation for the most productive equipment and the best employees in the industry, Northwest was able to stay ahead of its competition.

In order to provide customers with a wider variety of equipment for their needs, Northwest now has a Saw Cutting division. The saw trucks come fully equipped with state of the art instruments for all of your asphalt cutting, concrete cutting and core drilling needs.

With a current equipment fleet of approximately 60 late model machines for rent, including, D8T dozers, 143H blades, 623G scrapers, excavators, backhoes, rubber tire loaders, and water trucks. Northwest continues to strive for excellence. The current management team includes members whose commitment to the highest quality customer service and professionalism are consistent with those of Northwest from years past.

Northwest has come a long way since first opening their doors for business back in 1959. Throughout the years the company has enjoyed long standing relationships with many of their customers. Northwest takes tremendous pride in the forging of these relationships. These relationships and partnerships are what set Northwest apart from their competitors. As the years continue, Northwest will continue to provide their customers with the latest, most productive equipment and the best employees in the industry. This is the philosophy the company was founded under, and this is the philosophy that will guide Northwest Excavating into the future.

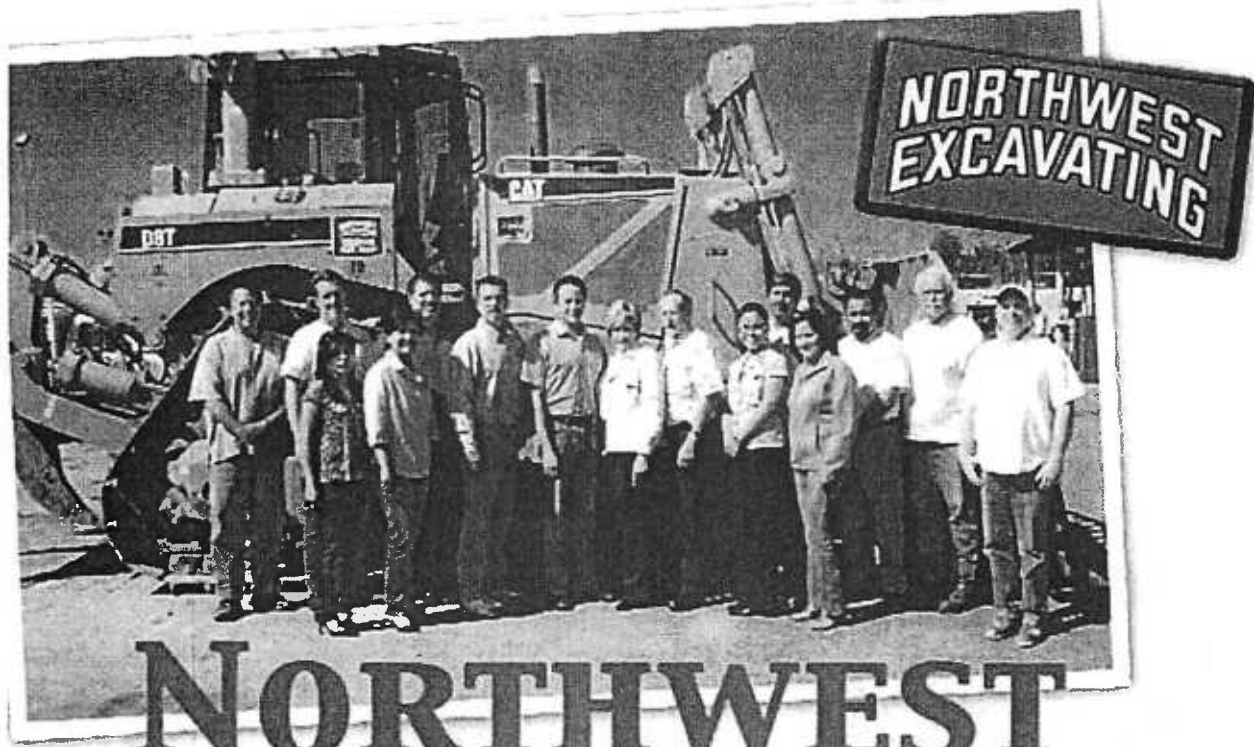
NORTHWEST EXCAVATING

Southern California's Leader In Operated Equipment Rental And Underground Dry Utility Installation Since 1959

50

Celebrating 50 Years

www.nwexc.com



NORTHWEST EXCAVATING

**Southern California's Leader in Operated Equipment
Rental and Underground Dry Utility Installation Since 1959**

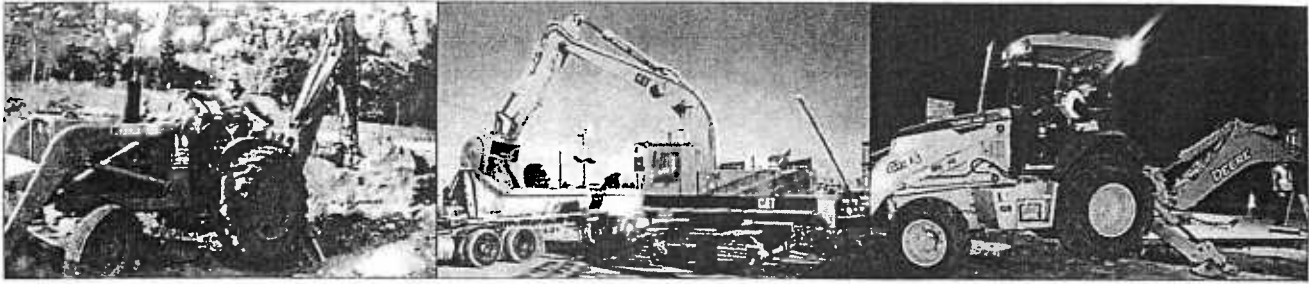
The name Northwest Excavating at first glance may seem like the name of just another contractor in the sea of construction companies in California today. In fact, Northwest Excavating is primarily an operated heavy equipment rental company, who also happens to have an underground utility construction division and a saw cutting division. Known throughout Southern California for 50 years as a company contractors can count on for only the best operators and equipment, Northwest has strived to

remain at the cutting edge year after year. To be in business 50 years, or more importantly to stay in business 50 years, is indeed quite a feat in today's chaotic business world. Northwest Excavating has not only accomplished this daunting task, but they have managed to grow and excel at a very impressive, yet controlled pace.

Company History

Bob Groff is the original founder of the Groff Family businesses and his efforts date back more than 50 years. Working in the dirt and being

around heavy machinery goes way back in the Groff Family history. Bob Groff was raised on a farm in Lancaster, Pennsylvania. As one of ten children, this is where he first enjoyed the thrill of running a tractor and working the ground. Later, Bob Groff and his own family moved to California and in 1952, Bob and Helen Groff started their very own small equipment rental company, appropriately named, Northridge Equipment Rentals. They would rent to contractors during the week and to homeowners



(Above) Sue and Howard Groff, Owners. Sue is the President and Howard is the Secretary/Treasurer.

“Strong customer loyalty combined with astute company management is what has enabled Northwest Excavating to survive and grow, decade after decade, in one of the most competitive equipment rental markets in the United States.”

on the weekend. Northridge Equipment Rentals remained a family run business until it was sold in 2005.

By 1959, Bob Groff began to see a need for rental equipment that was available with an operator. He decided to pursue this new business model and named the new enterprise, Northwest Compaction. Also situated in Northridge, California, the Groff's began modestly with just two backhoes, an Arrow hammer, a skiploader and a Gradall. During the first few years, the new venture focused primarily on operated rental to local grading and sewer contractors. As construction equipment needs skyrocketed in the 1960's, so did Northwest Compaction. It was during this time that Bob Groff found himself splitting time between Northwest Compaction and Northridge Equipment Rentals. Always conservative minded and not one to spread himself too thin, Bob decided to sell his interest in the operated equipment rental company to his son, Howard and his wife Sue. Bob would now devote himself full time to Northridge Equipment Rentals, while leaving his newest brainchild in the very capable hands of his son, Howard.

Howard and Sue began to slowly add more equipment to their fleet. During these initial years, Howard worked all ends of the business,



including equipment operator, mechanic, lowbed driver or anything else that would help his company to continue to prosper. While adopting his father's conservative approach, the company grew at a steady pace during the 1970's and 1980's. It was also during this time that Howard and Sue Groff decided to launch an underground utilities division designed to aid in the underground construction of power and telephone lines. Their years of previous experience working for underground sewer contractors made for a fairly seamless transition. They started out digging trenches and performing the backfill and compaction by the foot for

residential contractors. Howard, would again remain hands on by doing all of the estimating and running most all of the jobs himself.

In the mid 70's the decision was made to re-incorporate under the name Northwest Excavating to better reflect the focus of the company's business. Both the operated equipment rental and underground utility divisions continued to prosper during this period and Howard was now able to devote most of his time to the overall management of his company.

In 1980, Northwest Excavating had a fleet of 15 to 20 pieces of late model equipment in their rental fleet. By the end of the 80's construction was booming in

Southern California and the fleet now included D8N dozers, 623E scrapers and other larger machines, totaling 20 to 25 pieces in all for rent. The underground utilities division was also continuing to grow and specialized in complete installation of communication / electrical underground power, telephone and cable television conduit systems, as well as complete street lighting systems.

Armed with a strong customer base and a reputation for the most productive equipment and the best operators in the industry, Northwest Excavating was able to stay ahead of its competition throughout the 1990's. While many other equipment rental companies were



(Above) Robert Groff, Vice President.



(Above) Mike Piccard, General Manager / Rental Division.



(Above) Stan Onley, Chief Estimator.



(Above) Dave McIntire, Superintendent.



(Above) Mark Vidinha, Dispatcher.

scaling back during this time, Northwest continued to grow steadily, add more machines and even found time to add another division. From the beginning, the new Saw Cutting division came fully equipped with state-of-the-art instruments to provide contractors with the latest technology in the asphalt cutting, concrete cutting and core drilling industry.

Much was accomplished throughout these first 50 years and as Howard Groff himself attests, "Strong customer loyalty combined with astute company management is what has enabled Northwest Excavating to survive and grow, decade after decade, in one of the most competitive equipment rental

markets in the United States." Northwest Excavating is and always will be a family owned business and second generation owner, Howard Groff was for many years an operator himself. Howard continues, "In some ways I would still prefer to be sitting in a cab rather than in a desk chair. I like to think my time and experience in the field has led to a closer and more understanding relationship with our much appreciated Local 12 employees. Sometimes I actually envy our employees." Today, Howard jokes about the years when he was the youngest employee and operator in the company. He remembers doing everything from operating the equipment, to service

work and repairs, to making deliveries with the lowbed. Howard continues, "We have tremendous respect for our operators and all of our employees. They are the eyes and ears of the company and our company is fortunate to have some of the best people in the business working for us."

Equipment & Maintenance

Today, Northwest Excavating maintains a fleet of more than 70 late model machines for rent, including D8T dozers, 143H blades, 623G scrapers, excavators, backhoes, rubber tired loaders, water trucks and much more. Ron Nuss is the Master Mechanic for Northwest Excavating and has also been with the company longer than



(Above L-R) Ron Nuss, Head Mechanic; Charlie Tate, Welder; Angel Plascencia, Mechanic and Rob Lugo, Mechanic.



(Above L-R) Sylvia Herrera, Underground Office Accounting Clerk; Jane Sotto, Controller and Edna Deleon, Underground Office Accounting Clerk.

“ We have tremendous respect for our operators and all of our employees. They are the eyes and ears of the company and our company is fortunate to have some of the best people in the business working for us. ”



“Our customers want to see the best and newest machines possible on their jobsites. They also want only the best and most experienced operators. At Northwest, we make sure that this is what they get each and every time they use our services.”

most other employees. Ron comments, “Our customers want to see the best and newest machines possible on their jobsites. They also want only the best and most experienced operators. At Northwest, we make sure that this is what they get each and every time they use our services.” For Northwest Excavating customers, this equates to more than just having nice shiny machines on the job, it means having equipment that will produce more in less time. Ron explains, “When a customer calls, we can provide them with the best machines on the market. The longer a job goes on, the more money we can save a customer. There are two

main reasons why we offer only the latest in equipment offerings and that is to satisfy our customers demands and to meet state regulations. Approximately 20% of our fleet is currently made up of Tier III machines while many of our other machines are equipped with devices like diesel particulate filters, which help keep us compliant and clean burning.”

Northwest Excavating purchases most of their equipment from their local Caterpillar dealer, Quinn Company. Howard Groff has this to say about the equipment they utilize, “We consider several brands to be solid and competent, but the thing about Caterpillar that

surpasses all others is their unprecedented service, product and parts support. There is nothing more important than keeping our machines up and running at all times for our customers.

Caterpillar’s response time with parts and service is almost immediate. We also have 15 John Deere backhoes and three John Deere 650J dozers that we purchased from Coastline Equipment. We are a John Deere Signature Series customer, which means we get special pricing and special service. We simply can’t afford downtime, Caterpillar and John Deere make sure we stay up and running.”



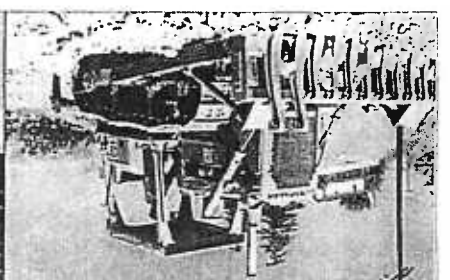
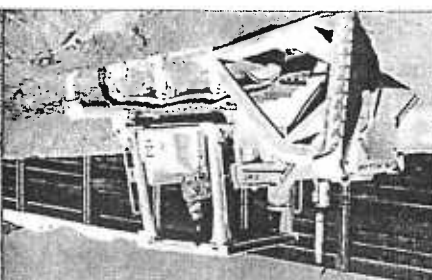
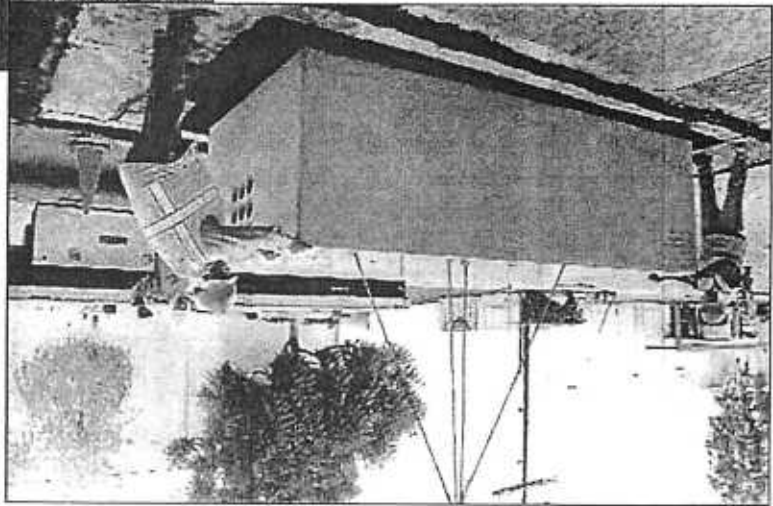
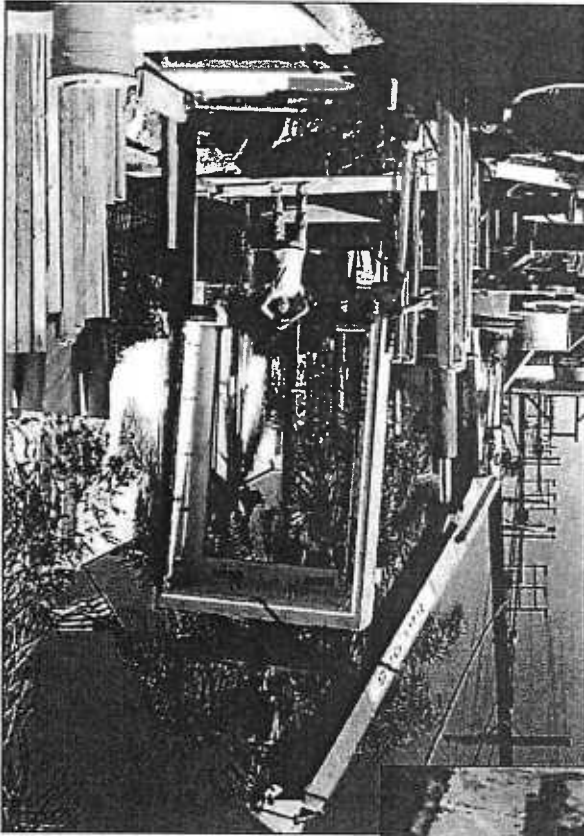
(Above) Richard Marshall, Rental Sales Consultant.

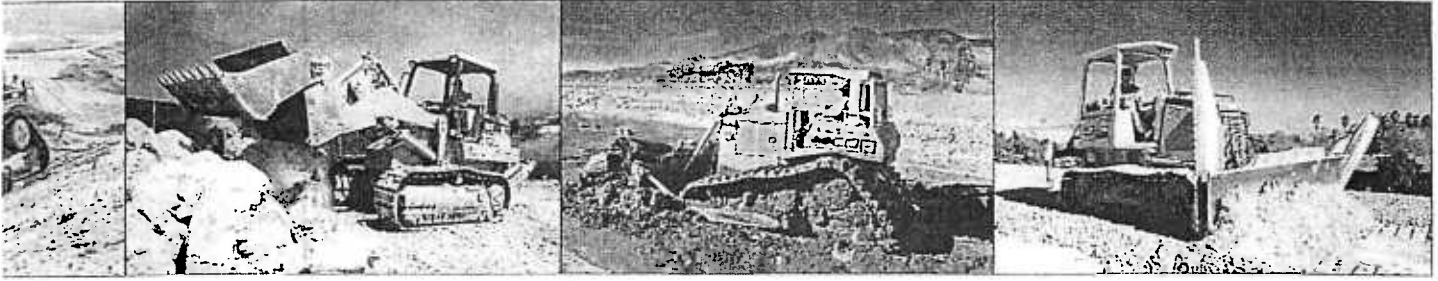


(Above) Al Holzer, Underground Sales Consultant.



(Above) Cecille Bandalaria, Rental Office Manager.





Ron Nuss is also very quick to point out that the Groff's reinvest wholeheartedly back into the service of their equipment. Ron explains, "Howard Groff puts back into the company what he gets out, which allows us to keep all of our machines at optimum performance. We have the latest technology when it comes to computer diagnostics. The engine, transmission and hydraulic systems are all computer controlled in machines today. It's not just wrenches, welders and hammers these days, it's about laptop computers and the special software it takes to diagnose a machine and keep us aware of everything from fuel consumption to production history. Every one of

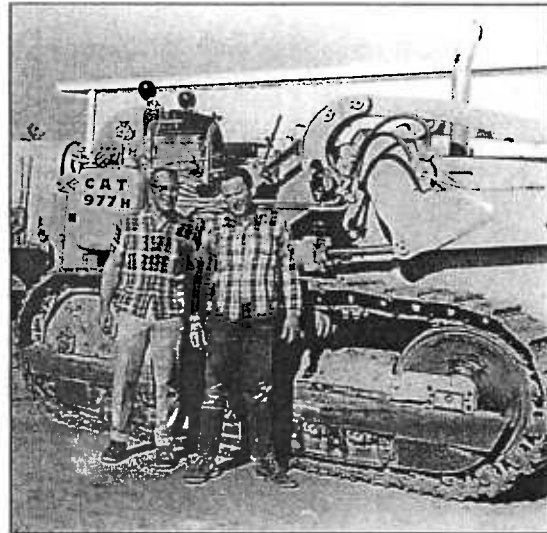
our service trucks is equipped with computers and the latest software and that doesn't come cheap, but it is necessary to remain on top in this competitive industry."

Northwest Excavating performs all of their own maintenance service and heavy repairs right from their state-of-the-art shop in Northridge, California. Everything from fixing a minor electrical problem to rebuilding pumps and hydraulics, as well as motors and transmissions, they do it all. In addition to maintaining all of the right tools and equipment, Northwest Excavating also offers engineering and fabricating services. For instance, Northwest engineers and fabricates all of their own

slopeboard hydraulic circuits. If a customer needs a special attachment to accomplish a certain job, they will engineer a solution to help them get the job done right. "Our sales staff is there on the job site to help our customers customize their equipment to meet their specific needs. With Northwest they have the best machine, the best operator and the maintenance and engineering needed to finish their job with maximum profitability", adds Ron Nuss.

Northwest Excavating Management Team

The current management team is made up of individuals who share the same commitment to quality, service and professionalism that the

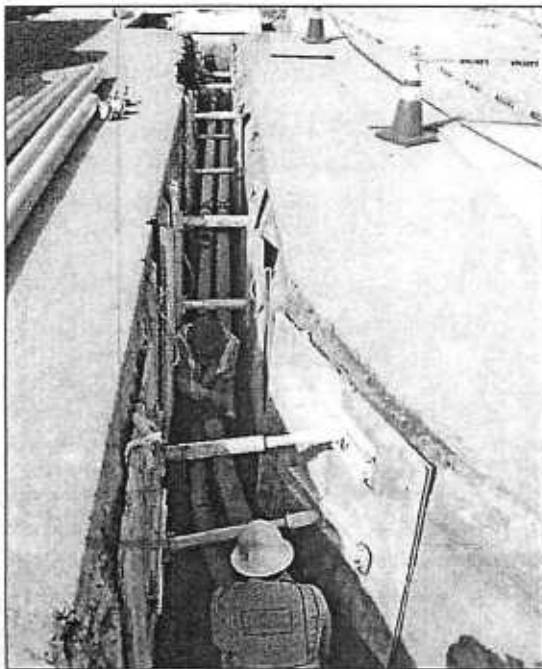




founders of Northwest Excavating have exhibited for 50 years. Leading the way is Howard Groff's son, Robert Groff. Robert has been overseeing the business in the position of Vice President for 11 years and will one day represent the third generation to own and operate Northwest Excavating. He grew up around the business and remembers spending weekends working and playing in the office, while his father caught up on work. He also remembers the time he spent working on the underground utility crew, where he learned what a hard day's work is really all about. But his life has not always been about the equipment rental industry.

Robert spent several years as a professional race car driver. He started out in all the stepping stone series and racing circuits, which lead to racing in the Indy 500 in 1997 for McCormack Motor Sports. Robert comments, "I enjoyed my time in racing and was able to learn a lot about relating to people and the importance of dedication and hard work. One day the risk just seemed to outweigh the reward and I made the decision that it was time to go back to our family business. I'm really glad I did. My father has taught me so much about life and this business. I want to keep intact what has gotten us to this point so far, and I plan on working hard

every day to make sure we stay on top. I subscribe to a sort of "Field of Dreams" approach. That is "if you build it (and build it well), they will come (and continue to use your services)". What I mean is, if we put the best business infrastructure possible together, then our customers will recognize this and continue to trust us with their business. This means hiring and keeping only the best people and maintaining only the best equipment. This also requires the willingness to diversify in order to go the distance. I truly believe that if a company does not continue to evolve today, they will most likely not be here tomorrow. We plan on





being here tomorrow and for the next 50 years."

In addition to Robert Groff, Northwest Excavating is lead by some of the best people in the industry. Rental Division General Manager, Mike Piccard for instance spent several years as the product support representative for the local Caterpillar dealer. He brought a world of knowledge about CAT products and their maintenance with him, which has proved to be invaluable to Northwest Excavating's growth. Everyone single team member from the Chief

Estimator to the Field Sales Representatives work together to make sure of one thing and that is their customers satisfaction.

Conclusion

Throughout the past 50 years, Northwest Excavating has built lasting relationships with both large and small companies. These companies include some of California's most respected home builders and developers, as well as amusement park icons. They have even supplied operated equipment to the entertainment industry where their services have helped to

produce an impressive list of Hollywood movies, like Water World and Jurassic Park: The Lost World. Bob Groff's original philosophy continues to guide Northwest Excavating into the future, "To provide our customers with the latest, most productive equipment and the best operators in the industry." It is certain that both Howard and Robert Groff will do everything in their power to make sure that their father and grandfather's words of wisdom continue to guide their company for the next 50 years and beyond.



**AS-NEEDED EMERGENCY DEBRIS REMOVAL
SERVICES PROGRAM
(2013-AN005)**

MINIMUM EQUIPMENT AFFIRMATION

SECTION 2 – A9.

LICENSE AND CERTIFICATIONS

(SEE FORM PW-18.3 ATTACHED)

**AS-NEEDED EMERGENCY DEBRIS REMOVAL
SERVICES PROGRAM
(2013-AN005)**

MINIMUM EQUIPMENT AFFIRMATION

SECTION 2 – A10.

INSURANCE

(SEE FORM PW-16 ATTACHED)

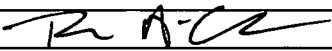
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1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

DATE: Feb. 22, 2013		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: As Needed Emergency Debris Removal			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Brian A. Clarke			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President			
PROPOSER INFORMATION			
6. Proposer's full legal name: Clarke Contracting Corporation		Telephone No.: 310-542-7724	
Address: 4646 Manhattan Beach Blvd., Lawndale, CA 90260		Fax No.: 310-542-2188	
e-mail: cclawndale@yahoo.com	County Web Ven No.: 50482301	IRS No.:	Business License No.: 01908
7. Proposer's fictitious business name(s) or dba(s) (if any): n/a			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 4646 Manhattan Beach Blvd., Lawndale, CA 90260		
	State of incorporation: CA		Year incorporated: 1976
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Brian A. Clarke	Title President	Phone 310-629-4268	Fax 310-542-2188
Street 1501 Walnut Avenue	City Manhattan Beach	State CA	Zip 90266
Name(s) Robert F. Clarke	Title Secretary	Phone 310-505-7391	Fax 310-542-2188
Street 1141 Tennyson Street	City Manhattan Beach	State CA	Zip 90266
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:		<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.	
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 2/22/13
Type name and title: Brian A. Clarke, President			

SCHEDULE OF PRICES

FOR

AS NEEDED EMERGENCY DEBRIS REMOVAL (2013-AN005)

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

LOCATION: _____

**Please Indicate What Percentage of This Work Will be Performed by Subcontractor(s) _____

SAMPLE DEBRIS BID SHEET					
Sample Category	Sample Field Name and Description	Sample Unit	Cost per Unit	Estimated Total Units	Total
Vegetative Collect and haul	0-15 Miles Veg from Right of Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and removal for a haul distance up to 15 miles</i>	CY			
	16-30 Miles Veg from ROW to DMS <i>Vegetative collect and removal for haul distance up between 16 and 30 miles</i>	CY			
	31-60 Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance between 31 and 60 miles</i>	CY			
	60+ Miles Veg from ROW to DMS <i>Vegetative collect and removal for a haul distance greater than 60 miles</i>	CY			
	Single Price Veg from ROW to DMS <i>A single price vegetative collect and removal for any haul distance</i>	CY			
Reduction Method	Grinding <i>Grinding/chipping vegetative debris</i>	CY			
	Compacting <i>Compacting vegetative debris</i>	CY			
C & D Collect and Haul	0-15 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance up to 15 miles</i>	CY			
	16-30 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 16 and 30 miles</i>	CY			
	31-60 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 31 and 60 miles</i>	CY			
	60+ Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance greater than 60 miles</i>	CY			
	Single Price C&D from ROW to DMS <i>A single price C&D collect and removal for any haul distance</i>	CY			

Final Disposal	0-15 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 0-15 miles</i>	CY			
	16-30 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 16-30 miles</i>	CY			
	31-60 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 31-60 miles</i>	CY			
	60+ Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 60+ miles</i>	CY			
	Single Price from DMS to Final Disposal <i>A single price transport of processed debris from DMS to final disposal</i>	CY			
	Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass through amount for vegetative</i>	CY			
	Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass through amount for Mix</i>	CY			
	Tipping Fees (C&D) <i>Fee includes negotiated contract price or pass through amount for C&D</i>	CY			

Tree Operations	Hazardous Trees 6"-12" <i>Hazardous tree removal for a 6-12 inch trunk diameter</i>	Tree			
	Hazardous Trees 13"-24" <i>Hazardous tree removal for a 13-24 inch trunk diameter</i>	Tree			
	Hazardous Trees 25"-36" <i>Hazardous tree removal for a 25-36 inch trunk diameter</i>	Tree			
	Hazardous Trees 37"-48" <i>Hazardous tree removal for a 37-48 inch trunk diameter</i>	Tree			
	Hazardous Trees 49"+ <i>Hazardous tree removal for a 49+ inch trunk diameter</i>	Tree			
	Trees with Hazardous Limbs >2" <i>Hazardous hanging limb removal</i>	Tree			
	Hazardous Stumps >24"-36" <i>Hazardous stump removal for a 24-36 inch stump diameter</i>	Stump			
	Hazardous Stumps >37"-48" <i>Hazardous stump removal 37-48 inch stump diameter</i>	Stump			
	Hazardous Stumps >49"+ <i>Hazardous stump removal 49+ inch stump diameter</i>	Stump			
	Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	CY			

Specialty Removal	Debris Removal <i>Debris removal for flood channel</i>	CY			
	Sand Collection and Screening <i>Pick up, screen, and return debris laden sand/mud/dirt/rock</i>	CY			

	Vehicle removal <i>Removal of eligible vehicle</i>	Unit			
	Vessel Removal (Land) <i>Removal of eligible vessel</i>	LF			
	Silt Removal				

Restoration	Beach/Lake Restoration <i>Berm/Beach Construction</i>	CY			
	Canal Shoreline Restoration	LF			

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTORS LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS		
E-MAIL		
PHONE	WORK	FACSIMILE

p:\aspublic\contracting\us\us-needed emergency debris removal 100 million\rfp\rfp\04.1 form pw-2.docx

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

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

Company Name: Clarke Contracting Corporation			
Company Address: 4646 Manhattan Beach Blvd.			
City: Lawndale	State: CA	Zip Code: 90260	
Telephone Number: 310-542-7724			
(Type of Goods or Services): General Contracting			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

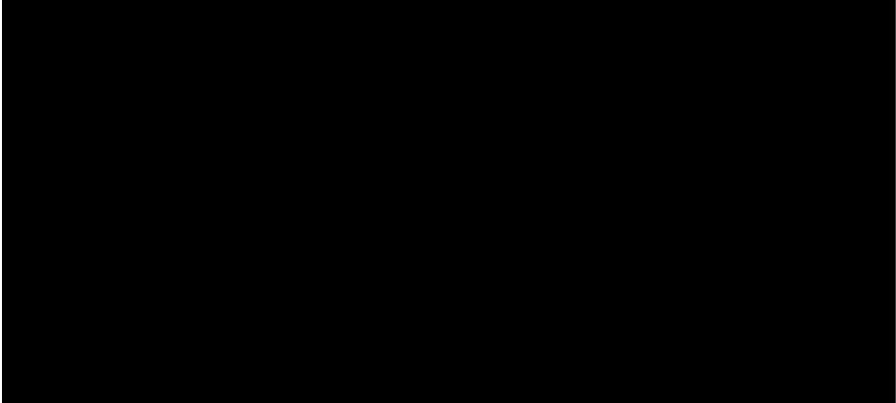
Print Name: Brian A. Clarke	Title: President
Signature:	Date: 2/22/13

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Clarke Contracting Corporation
 SERVICE BY PROPOSER As-Needed Emergency Debris Removal Services Program
 PROPOSAL DATE: January 31, 2013 March 13, 2013


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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2007	2008	2009	2010	2011	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							7
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

Brian A. Clarke, President
 Name of Proposer or Authorized Agent (print)


 Signature

2/22/13
 Date

CONFLICT OF INTEREST CERTIFICATION

I, Brian A. Clarke☐ sole owner☐ general partner☐ managing member☒ President, Secretary, or other proper title) _____of Clarke Contracting Corporation

Name of proposer

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


Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed



Brian A. Clarke, President

Date

2/22/13

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Clarke Contracting CorporationPROPOSED CONTRACT FOR: As-Needed Emergency Debris Removal Services Program

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Sewer Upgrade	SERVICE DATES: 7/3/12-10/12/12
DEPT/DISTRICT: Co. of LA - DPW	
CONTACT: Colin McCarter	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE: Slope Repair	SERVICE DATES: 3/29/12-8/24/12
DEPT/DISTRICT: Co. of LA - DPW	
CONTACT: Waleed Jouzey, CCM	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE: Debris Basin	SERVICE DATES: 6/24/10-10/27/10
DEPT/DISTRICT: Co. of LA - DPW	
CONTACT: Mario Rodriguez	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE: Culvert Improvment	SERVICE DATES: 12/2/09-3/11/10
DEPT/DISTRICT: Co. of LA - DPW	
CONTACT: Colin McCarter	
TELEPHONE:	
FAX:	
E-MAIL: cm	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Slope Repair	SERVICE DATES: In Progress
AGENCY/FIRM: City of Los Angeles	
ADDRESS: 1149 S. Broadway, LA, CA 90015	
CONTACT: Gene M. Edwards	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE: Bulkhead	SERVICE DATES: In Progress
AGENCY/FIRM: City of Los Angeles	
ADDRESS: 1149 S. Broadway, L.A, CA 90015	
CONTACT: Gene M. Edwards	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE: Storm Drain	SERVICE DATES: 12/6/10-3/4/11
AGENCY/FIRM: Rio Hondo College	
ADDRESS: 3600 Workman Mill Rd., Alhambra	
CONTACT: Jim Sinsheimer	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE: Infiltration Trench	SERVICE DATES: 1/6/10-4/30/10
AGENCY/FIRM: City of Hermosa Beach	
ADDRESS: 1315 Valley Dr., Hermosa Beach	
CONTACT: Derry MacMahon	
TELEPHONE:	
FAX:	
E-MAIL: d	

CLARKE CONTRACTING CORP.

Project Name	Agency	Contract \$	Start	Contact Person
		Change Order \$	Complete	
Marquez Canyon Low Flow Diversion	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		2/06 11/06	Edgar Mercado T 213-485-4586 F 213 485-4838
Nichols Canyon Easement Sewer Replacement (No. of Hollywood Blvd.) Mt. Olympus (Sewer Repair)	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		10/05 1/06	Dave Martin Waste Water Division T 213 485-5869 F 213 485-5903
Repair/Preplace Storm Drain at Bishop Montgomery Sump	City of Torrance 3031 Torrance Blvd. Torrance, CA 90509		9/05 11/05	Sandy Cohen 310-618-3057
Sanitation Yard Stormwater Clarifiers Dorris Place / Hollywood Yard Reseda Yard / No. Hollywood Wester Los Angeles Clarifier South Yard Clarifier	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		6/06 9/06	Navella Hutchings 213-485-5456
Dewey Street Emergency Sewer Repair	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		10/1/05 8/11/06	Andy Flores T 213 847-5025
Dundee Drive & Cheremoya Drive Emergency Sewer Repairs	City of Los Angeles Bureau of Engineering 650 S. Spring Street, Suite #200 Los Angeles, CA 90014		12/2/05 1/9/06	Iraj Afzali T 213 473-6785 F 213 272-8174
Hume Road Phase I Briarbluff Drive to Castlewood Dr. 2005 Storm Damage (FEMA) (Earthwork)	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		11/05 1/06	Salman Khan T 626 458-4956 F 626 458-2197
Ballona Creek Water Quality Improvements: Van Ness Avenue & MLK Western Avenue & 1st Street Nicolet Ave. & Coliseum St.	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		4/06 8/06	Francisco Rangel T 213 485-4584 F 213 485-4338
60th & Normandie Kittyhawk Fremont Avenue Emergency Sewer Repairs	City of Los Angeles Wastewater Conveyance Const. 650 S. Spring Street, #900 Los Angeles, CA 90014		6/27/06 11/7/06	Matt Venable T 213 473-0340
Tujunga Cyn. Blvd. Bulkhead Proj. No. E6000904	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		6/06 12/06	Vahik Vartanians 213-847-5070
Big Canyon Country Club Storm Drain Improvements	Big Canyon Country Club One Big Canyon Drive Newport Beach, CA 92660		6/06 10/06	Trans Systems Mike Helma T 562 594-6974

CLARKE CONTRACTING CORP.

Project Name	Agency	Contract \$	Start	Contact Person
		Change Order \$	Complete	
Hume Road at Mile Marker 0.94 2005 Storm Damage	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		7/06 12/06	Salman Khan 626-458-4956
Proj. 286 - Manhattan Beach S.D. Low Flow Diversion at 28th St.	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		10/06 2/07	Hoda Hassan 626-458-4955
Montecito Retaining Wall Replacement	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		8/06 11/06	Manuel Aguilar 213-847-0486
Low Flow Diversion	Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		4/07	626-458-4955
Proj. No. 5243, Low Flow Diversion at Washington Blvd. & Thatcher Ave.	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		9/06 3/07	Hoda Hassan 626-458-4955
Amesbury Road, Huntington Drive, Lakeshore Drive, Abbot Kinney Emergency Sewer Repairs	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		11/7/06 1/10/07	Jorge De La Torre 213 485-5836
Ballona Creek Stormwater Trash Capture- Carmona Ave / Hooper (Storm Drain)	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		12/06 12/06	Hassan Nazemi 213-485-4584
Alley @ Adison & Palos Verdes Dr. E and 1253 Via Landeta Emergency Sewer Repairs	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		1/29/07 3/8/07	Luis Humphrys T 323 233-3330
Storm Drain Improvement Eshleman Avenue & 262nd St.	City of Lomita 24300 Narbonne Avenue Lomita, CA 90717		1/07 2/07	Wendell E. Johnson 310-325-7110 X 124
100 E. 85th St., Eubanks & 'D' Street 7393 W. 83rd St., 367 Cornwell and 2030 Avenue 52 Emergency Sewer Repairs	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		2/26/07 5/17/07	Ralph Herrera 213 485-5443
Lincoln Blvd. & Sunset Ave. Sewer Replacement	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		4/07 10/07	Carlos Amaya 213 485-1533

CLARKE CONTRACTING CORP.

Project Name	Agency	Contract \$ Change Order \$	Start Complete	Contact Person
9679 Wooddale Avenue (Arlita) Gentry Avenue (Studio City) Credro Avenue (Van Nuys) Bonnie Hill Drive (Universal City) Sewer and Manhole Repairs	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		2/26/07 5/17/07	Rafeal Solorzeno T 213 485-5862 C 213 798-8965
Puente Hills Landfill Storage Tank Pavement Replacement (Reinforced Conc. Caissons)	Los Angeles County Sanitation Districts 1955 Workman Mill Road Whittier, CA 90601-1400		6/07 8/07	Rene Provoost 562 699-7411
Hollyhills Drain, Unit 8B Connection	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		7/07 8/07	Tim Bazinet 626 458-2185
1760 Tramonto Dr., 15205 Via De Las Olas Valley Blvd. & Del Paso 17607 Tramonto Drive 519 Paseo Del Mar 17612 Tramonto Drive Emergency Sewer Repair	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		8/10/07 2/21/08	Carlos Chaidez T: 213 847-0299 F: 213 485-5903
S. Venice Blvd. Sewer (Venice Beach) Speedway W. to bathroom parking lot Emergency Sewer Repair	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		8/10/07 9/7/07	Edward Andrews T 626 300-2319 F 626 979-5321
Merrywood Drive Bulkhead	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		9/07 10/07	Ryan Go 213-847-0497
Crenshaw Blvd. (Torrance & Lomita) Pot Hole for Utilities	Los Angeles Co. Sanitation District Carson Field Office 24501 S. Figueroa Street Carson, CA 90245		9/4/07 11/15/07	Alex Manesh T: 310-830-8050 F: 323-775-2040
Montecito Dr. & Sinova St. Retaining Wall	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		10/07 2/08	Alan Galiano 213-847-1933
Sunset Blvd. & Braken Street Emergency Sewer Repair	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		10/19/07 2/4/08	Rafeal Solorzeno T 213 485-5862 C 213 798-8965
Hillcrest Avenue (Sewer Repair)	City of Fullerton 303 W. Commonwealth Avenue Fullerton, CA 92832-1775		11/07 2/08	Eric Villagrancia 714-738-6853
4th Street Sewer - between Vermont and Shatto 722 Mar Vista Avenue Emergency Sewer Repair and Connect residences to City's Mainline Sewer	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		1/16/08 3/10/08	Ralph Herrera T 213 485-5443

CLARKE CONTRACTING CORP.

Project Name	Agency	Contract \$	Start	Contact Person
		Change Order \$	Complete	
Emergency Sewer Repair Project Via De Las Olas Sewer Project Via De Las Olas Storm Drain Project	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		3/08 9/08	Ed Gobaton 213-485-5935
Elysian Park West Fire Road Bulkhead	City of Los Angeles 200 N. Spring St. Los Angeles, CA 90012		4/08 6/08	Gene Edwards 213-847-0463
Belvedere Trunk Sewer	Los Angeles County Sanitation Districts 1955 Workman Mill Road Whittier, CA 90601-1400		8/08 10/08	Oscar Morales 310-830-8050
Emergency Sewer Repair 2nd & Beaudry Formosa & Melrose	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		6/7/08 10/5/08	John Haskett T: 213 485-5864 F: 213 923-4628
Emergency Sewer Repair 1200 Sunset Blvd. 1722 Beverly Blvd. 3500 2nd St.	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		9/5/08 12/2/08	John Haskett T: 213 485-5864 F: 213 923-4628
Emergency Sewer Repair Malcolm Ave., Harry Bridges, Rodeo Dr. Maple St., Farmdale and Eldred St.	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		11/4/08 3/17/09	Elena Fuan T: 213 485-1505 F: 213 485-4590
Emergency Sewer Repair 1237 W. 47th St. Pico Blvd. 15th St.	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		1/14/09 4/24/09	Elena Fuan T: 213 485-1505 F: 213 485-4590
Puddingstone Pump Station Frank G. Bonelli Park	County of Los Angeles Dept. of Public Works Sewer Maintenance 1000 S. Fremont Ave., 4th Floor Alhambra, CA 91803		3/24/09 4/10/09	Robert Schwartz T 626 300-2319
Sleepy Hollow Slope Repair Project	City of Glendale 633 E. Broadway, Room 305 Glendale, CA 91206-4388		4/20/09 6/11/09	Kevin C. Carter, P.E. T: 818 548-3945 F: 818 242-7087
Las Flores Canyon Road Storm Damage Repair	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		6/29/09 8/19/09	Abigail Flores T: 626 458-3517 F: 626 458-2197
Raymond & Esther Kabbaz High School Sewer Repair	Le Lycee Francais de Los Angeles 3261 Overland Boulevard Los Angeles, CA 90034		5/3/09 6/15/09	Timothy Tucker West Cal Const. T: 310 533-5078 F: 310 533-5187
Steele Avenue Sewer Repair Emergency Sewer Repair	County of Los Angeles Dept. of Public Works Sewer Maintenance 1000 S. Fremont Ave., 4th Floor Alhambra, CA 91803		8/31/09 10/16/09	Fernando Villaluna T: 626 300-3380

CLARKE CONTRACTING CORP.

Project Name	Agency	Contract \$	Start	Contact Person
		Change Order \$	Complete	
722 E. 41st Place Emergency Sewer Repair	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90015		9/10/09 10/8/09	Jon Haskett T: 213-485-5864 F: 213-485-5903
Fiscal 2009-10 Emergency Sewer & Storm Drain Repair	City of Glendale 63 E. Broadway Glendale, CA 91206		10/26/09 11/18/09	Troubik Golanian T: 818 548-3945 F: 818 242-7087
ESR- Bonnie Brea	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90015		11/13/09 12/10/09	Jon Haskett T: 213-485-5864 F: 213-485-5903
Station Fire - Upper Big Tujunga Canyon Road Culvert Improvement Project	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		12/2/09 3/11/10	Colin McCarter T: 626 458-3116 F: 626 458-2197
Strand Infiltration Trench Project CIP No. 07-420	City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254-3885		1/6/10 4/30/10	Derry Mac Mahon T: 310 329-0102 F: 310 329-1021
Vortex Separation System at Pump Station 11	City of Long Beach Dept. of Public Works 333 West Ocean Blvd., 9th Floor Long Beach, CA 90802		2/5/10 6/18/10	Anneke VanGelder T: 562-570-6698
675 N. Front Street 1051 San Pasqual Ave. 4080 Cahuenga Blvd. Repair Water Lines	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		1/19/10 2/23/10	Jon Haskett T: 213-485-5864 F: 213-485-5903
4759 Browndeer Lane Sewer Repair	Los Angeles County Department of Public Works Sewer Maintenance 1000 S. Fremont Ave., 4th Floor Alhambra, CA 91803		1/25/10 2/2/10	Colin McCarter T: 626-300-4686 F: 626-300-3365
2300 W. Sunset Blvd. Emergency Slope Repair	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		2/24/10 2/24/10	Pedro Garcia T: 213-847-0472
21787-21775 Ulmus Drive Sewer Repair	Los Angeles County Department of Public Works Sewer Maintenance 1000 S. Fremont Ave., 4th Floor Alhambra, CA 91803		2/26/10 3/23/10	Colin McCarter T: 626-300-4686 F: 626-300-3365
Avalon Boulevard Storm Drain Emergency Storm Drain Repair	City of Carson 701 E. Carson Street P. O. Box 6234 Carson, CA 90749		3/1/10 3/24/10	Raymond H. Velasco T: 310-952-1700 F: 310-835-5749
ESR- 3rd Street & Alameda	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		3/4/10 5/14/10	Belal Temimi T: 213-847-0296

CLARKE CONTRACTING CORP.

Project Name	Agency	Contract \$ Change Order \$	Start Complete	Contact Person
ESR- Siena Way	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		5/11/10 7/23/10	Belal Temimi T: 213-847-0296
Pickens and Snover Debris Basin Enlargements	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		6/24/10 10/27/10	Mario Rodriguez T: 626-458-3147 F: 626-458-2197
ESR- Rogerton Drive	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		6/25/10 7/22/10	Belal Temimi T: 213-847-0296
ESR- Grand Canal	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		8/6/10 8/20/10	Belal Temimi T: 213-847-0296
2111 & 2250 E Dominguez Street Excavate Presurized Manholes	Los Angeles Co. Sanitation District Carson Field Office 24501 S. Figueroa Street Carson, CA 90245		8/23/10 8/27/10	Alex Manesh T: 310-830-2400 F: 323-775-2040
ESR- 15120 Mulholland Drive	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		9/27/10 1/26/11	Jon Haskett T: 213-485-5864 F: 213-485-5903
ESR- Paseo Miramar	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		10/27/10 1/7/11	Jon Haskett T: 213-485-5864 F: 213-485-5903
19860 Pioneer Blvd. Slope Repair	City of Torrance Street Services Department 20500 Madrona Avenue Torrance, CA 90503		12/7/10 12/8/10	Tom Cook T: 310-781-6900 F: 310-781-6902
Glendower Avenue Manhole Installation	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015		12/27/10 2/15/11	Elvin Yeck T: 213-847-0299
Rio Hondo College Sewer Repair Storm Drain Repair	Rio Hondo College 3600 Workman Mill Road Whittier, CA 90601		12/6/10 3/14/11	Samir Mehrotra T: 562-463-3142 F: 562-463-4657
Kanan Road at Culvert Marker 6.22	(Torres Construction Group) County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		1/26/11 4/5/11	Torres Construction Nate Beach T: 323-257-7460 F: 323-257-8044
2960 Durand Drive Emergency Storm Drain Repair	City of Los Angeles 1149 S. Broadway St. Los Angeles, CA 90015		2/8/11 2/22/11	Iraj Mossay-Afzali T: 213-485-5846

CLARKE CONTRACTING CORP.

Project Name	Agency	Contract \$ Change Order \$	Start Complete	Contact Person
5864 Lorea Place Easement Emergency Sewer Repair	City of Los Angeles 1149 S. Broadway St. Los Angeles, CA 90015		3/25/11 4/22/11	Jon Haskett T: 213-485-5864 F: 213-485-5903
Madrona Marsh Restoration and Enhancement Project	City of Torrance 20500 Madrona Avenue Torrance, CA 90503		7/25/11 12/8/11	John C. Dettle, P.E. T: 310-618-3059 F: 310-781-6902
2500 Gleason Avenue Emergency Sewer Repair	City of Los Angeles 1149 S. Broadway St. Los Angeles, CA 90015		5/31/11 6/27/11	Jon Haskett T: 213-485-5864 F: 213-485-5903
Hillcrest & Florence Pothole for Utilities	Los Angeles County Sanitation Districts 24501 So. Figueroa Street Carson, CA 90745		5/4/11 5/27/11	Alex Manesh T: 310-830-2400 F: 323-775-2040
Reseda Area Sewer Cleaning Remove Calcium Deposits	City of Los Angeles 1149 S. Broadway St. Los Angeles, CA 90015		7/27/11 10/14/11	Jon Haskett T: 213-485-5864 F: 213-485-5903
ESR- 7500 W. Sunset Blvd.	City of Los Angeles 1149 S. Broadway St. Los Angeles, CA 90015		8/23/11 11/3/12	Jon Haskett T: 213-485-5864 F: 213-485-5903
Dickson & Hicks Avenue Emergency Sewer Repair	Los Angeles County Department of Public Works Sewer Maintenance 1000 S. Fremont Ave., 4th Floor Alhambra, CA 91803		8/24/11 9/8/11	Fernando Villaluna T: 626-300-3380
Vincent Park Sewer Improvements	City of Inglewood One Manchester Blvd. Inglewood, CA 90301-1750		9/26/11 11/1/11	Ken Watson T: 310-412-5333 F: 310-412-5552
ESR- Tigertail Road	City of Los Angeles 1149 S. Broadway St. Los Angeles, CA 90015		11/17/11 11/29/11	Jon Haskett T: 213-485-5864 F: 213-485-5903
Davis Road Sewer Pump Station Kay Lane Emergency Force Main Replacement	Los Angeles County Department of Public Works Sewer Maintenance 1000 S. Fremont Ave., 4th Floor Alhambra, CA 91803		2/9/12 5/10/12	Jeff Bouse T: 626-300-3373 C: 626-476-6709
ESR- Somma Way	City of Los Angeles 1149 S. Broadway St. Los Angeles, CA 90015		2/21/12 3/19/12	Jon Haskett T: 213-485-5864 F: 213-485-5903
Colima Road Slope Failure Project	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803		3/29/12 8/24/12	Waleed Jouzey, CCM T: 626-300-3289 F: 626-300-2387
354 Paseo De Arena Emergency Storm Drain Repair	City of Torrance Street Services Department 20500 Madrona Avenue Torrance, CA 90503		4/9/12 4/10/12	Tom Cook T: 310-781-6900 F: 310-781-6902

CLARKE CONTRACTING CORP.


Project Name	Agency	Contract \$	Start	Contact Person
		Change Order \$	Complete	
Subtropic Drive & Virazon Drive Storm Drain Repair	City of La Habra Heights 1245 N. Hacienda Road La Habra Heights, CA 90631	\$ [REDACTED]	5/15/12 6/15/12	Sean Nazarie CNC Engineering 1 Corporate Park #101 Irvine, CA 92606 T: 949-863-0588 F: 949-863-0589
ESR- 1924 Adair Street	City of Los Angeles Wastewater Conveyance 1149 S. Broadway St. Los Angeles, CA 90015	\$ [REDACTED]	6/23/12 7/9/12	John Haskett T: 213 485-5864 F: 213 923-4628
Calabasas Sewer Upgrade	County of Los Angeles Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803	\$ [REDACTED]	7/3/12 10/12/12	Colin McCarter T: 626-458-3116 F: 626-458-2197
ESR- Swarthmore Avenue	City of Los Angeles Wastewater Conveyance 1149 S. Broadway St. Los Angeles, CA 90015	\$ [REDACTED]	8/31/12 10/8/12	Bing Sun T: 213-485-1604 F: 213-485-4838
ESR- Tilden Avenue	City of Los Angeles 1149 S. Broadway St. Los Angeles, CA 90015	\$ [REDACTED]	9/2/12 9/26/12	Jon Haskett T: 213-485-5864 F: 213-485-5903
Walnut & 28th Street, Signal Hill Atlantic & Elmwood, Lynwood Pothole for Utilities	Los Angeles County Sanitation Districts 24501 So. Figueroa Street Carson, CA 90745	\$ [REDACTED]	9/7/12 9/24/12	Alex Manesh T: 310-830-2400 F: 323-775-2040
Vista Del Mar Bulkhead	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015	\$ [REDACTED]	10/19/12 1/7/13	Gene N. Edwards T: 213-847-0463 F: 213-847-0541
Hillcrest Drive Slope Repair	City of Los Angeles Bureau of Engineering 1149 S. Broadway St. Los Angeles, CA 90015	\$ [REDACTED]	In Progress	Gene N. Edwards T: 213-847-0463 F: 213-847-0541
15400 Nordoff Street and Langdon Avenue Emergency Storm Drain Repair	City of Los Angeles 1149 S. Broadway St. Los Angeles, CA 90015	\$ [REDACTED]	10/25/12 11/8/12	Jon Haskett T: 213-485-5864 F: 213-485-5903
1205 S. Camden Drive Emergency Sewer Repair	City of Los Angeles 1149 S. Broadway St. Los Angeles, CA 90015	\$ [REDACTED]	10/26/12 11/6/12	Jon Haskett T: 213-485-5864 F: 213-485-5903

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Clarke Contracting Corporation
Address	4646 Manhattan Beach Blvd., Lawndale, CA 90260
Internal Revenue Service Employer Identification Number	[REDACTED]

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

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Authorized representative	Brian A.. Clarke, President	
Signature		Date 2/22/13

LIST OF SUBCONTRACTORS

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

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

[illegible]

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

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

FIRM NAME: Clarke Contracting Corporation

My County (WebVen) Vendor Number: 50482301

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☒ Attached is a copy of Local SBE certification issued by the County.

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 18						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino			1	1	9	
Asian or Pacific Islander				1		
American Indian						
Filipino						
White	3				1	1

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

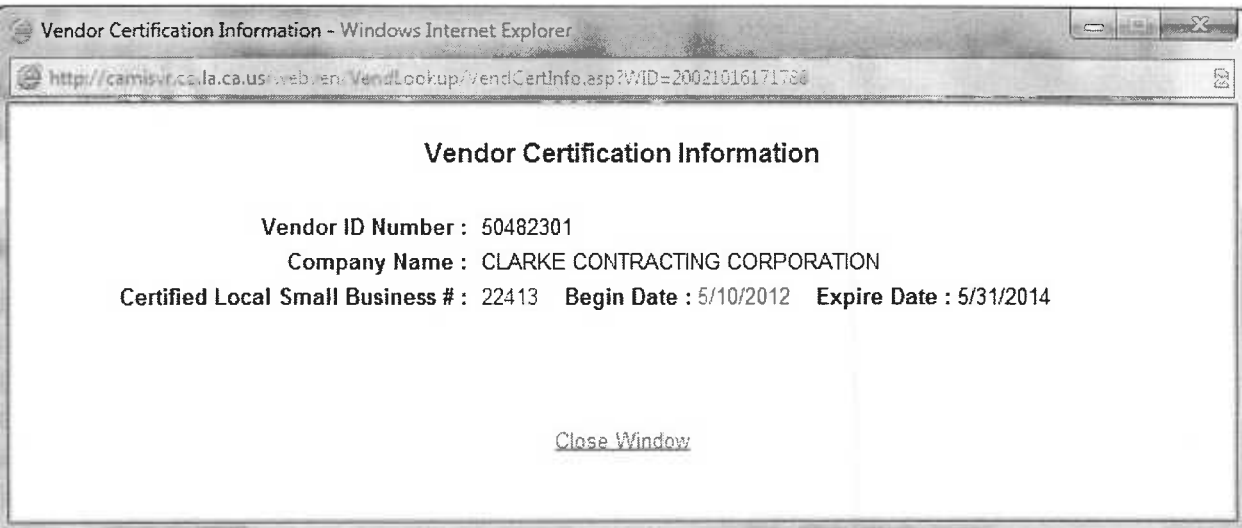
	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100%
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: 	Title: -Brian A. Clarke President	Date: 2/22/13
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GAIN and GROW EMPLOYMENT COMMITMENT

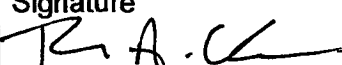
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature  Brian A. Clarke	Title President
Firm Name Clarke Contracting Corporation	Date 2/22/13

TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

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

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

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____	

Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Clarke Contracting Corporation
Company Name

4646 Manhattan Beach Blvd., Lawndale, CA 90260
Address

Internal Revenue Service Employer Identification Number

N/A

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


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

CERTIFICATION	YES	NO
---------------	-----	----

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

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	()	()
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Signature

2/22/13
Date

Brian A. Clarke, President
Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


COMPANY NAME: Clarke Contracting Corporation		
COMPANY ADDRESS: 4646 Manhattan Beach Blvd.,		
CITY: Lawndale	STATE: CA	ZIP CODE: 90260

- ☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: Brian A. Clarke	TITLE: President
SIGNATURE: 	DATE: 2/22/13

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Clarke Contracting Corporation☒ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE Brian A. Clarke
Brian A. Clarke, President
DATE: 2/22/13

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTSProposer's Name: Clarke Contracting Corporation

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

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

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer:  Date: 2/22/13
Brian A. Clarke, President

**AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

Clarke Contracting Corporation

Proposer's Name

4646 Manhattan Beach Blvd., Lawndale, CA 90260

Address

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

Signature of Proposer:  Date: 2/22/13
Brian A. Clarke, President

FORM PW-17

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

The Proposer certifies that:

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

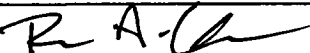
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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

-OR-

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

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

Print Name: Brian A. Clarke	Title: President
Signature: 	Date: 2/22/13

FORM PW-18

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

MINIMUM REQUIREMENTS AFFIRMATION

PROPOSER MUST CHECK AT LEAST ONE BOX

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

Proposer, its managing employees or subcontractor(s) must have a minimum of three years experience providing services to clean up, remove, haul, and dispose of Debris as defined in this RFSQ.


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

Years of Experience	Description of Experience
37	Clarke Contracting has over 37 years experience removing debris and sediment from debris basin and dams (mostly for L.A. County Dept. of Public Works). See Attached documentation/description.

Please indicate name of employee if using Managing Employee: _____
If using a subcontractor to meet this requirement, please indicate name of subcontractor: _____

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

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

Proposer's Name: Clarke Contracting Corporation	
Address: 4646 Manhattan Beach Blvd., Lawndale, CA 90260	
Authorized representative: Brian A. Clarke, President	
Signature: 	Date: 2/22/13

Form PW-18.1: **EQUIPMENT LIST** :

PLEASE NOTE THE FOLLOWING FILLED OUT FORM 18.1 ARE FOR Clarke Contracting equipment along with a list of EQUIPMENT/ TRUCKS that our three listed subcontractors intend to supply on the job –

- 1.) Clarke Contracting Corp.- (1 pages)- Prime Contractor**
- 2.) Northwest Excavating Inc.(4 page)- Subcontractor**
- 3.) Ugalde Trucking Co. Inc. (3 pages/ truck drivers)Subcontractor**
- 4.) R.J. LaLonde Inc.-(3 pages)- Subcontractor**

1.) CLARKE CONTRACTING FORM PW-18.1
equipment list (pieces of equipment(1 page)

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**MINIMUM EQUIPMENT AFFIRMATION****PROPOSER MUST CHECK AT LEAST ONE BOX**

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

1. Proposer or its subcontractor(s) must own a minimum of 50 pieces of equipment such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations. The minimum of 50 pieces of equipment must be listed on this Form PW-18.1. Multiple subcontractor(s) may be used to meet this requirement. This form may be accessed online at the following link: <http://dpw.lacounty.gov/asd/contracts>

☒ Yes. Proposer or its subcontractor(s) own a minimum of 50 pieces of equipment, such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations.

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
1	EXCAVATOR	CAT	330	1999	EXCELLENT	1218 S. ALAMEDA, COMPTON
2	EXCAVATOR	CAT	320	2005	EXCELLENT	1218 S. ALAMEDA, COMPTON
3	CRANE	FMC	18TON LINK BELT	1980	EXCELLENT	1218 S. ALAMEDA, COMPTON
4	LOADER	CAT	950A	1978	EXCELLENT	1280 S. ALAMEDA, COMPTON
5	LOADER	CAT	950B	1986	EXCELLENT	1280 S. ALAMEDA, COMPTON
6	LOADER	CAT	936F	1994	EXCELLENT	1280 S. ALAMEDA, COMPTON
7	BLADE	CAT	12G	1978	EXCELLENT	1280 S. ALAMEDA, COMPTON
8						
9						
10						

- 2.) Northwest Excavating, Inc. (Subcontractor)
FORM PW-18.1. Equipment list (50 pieces
of equipment- DUMP TRUCKS). 4 pages.

NORTHWEST EXCAVATING INC. (Subcontractor)

FORM PW-18.1

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

MINIMUM EQUIPMENT AFFIRMATION

PROPOSER MUST CHECK AT LEAST ONE BOX

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

1. Proposer or its subcontractor(s) must own a minimum of 50 pieces of equipment such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations. The minimum of 50 pieces of equipment must be listed on this Form PW-18.1. Multiple subcontractor(s) may be used to meet this requirement. This form may be accessed online at the following link: <http://dpw.lacounty.gov/asd/contracts>

☒ Yes. Proposer or its subcontractor(s) own a minimum of 50 pieces of equipment, such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations.

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
1	Backhoe	John Deere	410J	2011	excellent	18201 Napa St. Northridge, CA 91325
2	Backhoe	John Deere	410J	2011	excellent	18201 Napa St. Northridge, CA 91325
3	Backhoe	John Deere	410J	2011	excellent	18201 Napa St. Northridge, CA 91325
4	Backhoe	John Deere	410G	2006	excellent	18201 Napa St. Northridge, CA 91325
5	Backhoe	John Deere	410G	2006	excellent	18201 Napa St. Northridge, CA 91325
6	Backhoe	John Deere	410G	2006	excellent	18201 Napa St. Northridge, CA 91325
7	Backhoe	John Deere	410G	2005	excellent	18201 Napa St. Northridge, CA 91325
8	Backhoe	John Deere	410G	2005	excellent	18201 Napa St. Northridge, CA 91325

Northwest Excavating inc. subcontractor

Page 2 of 4

FORM PW-18.1

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
9	Backhoe	John Deere	410G	2005	excellent	18201 Napa St. Northridge, CA 91325
10	Backhoe	John Deere	410G	2005	excellent	18201 Napa St. Northridge, CA 91325
11	Backhoe	John Deere	410G	2005	excellent	18201 Napa St. Northridge, CA 91325
12	Backhoe	John Deere	410G	2005	excellent	18201 Napa St. Northridge, CA 91325
13	Backhoe	John Deere	410G	2005	excellent	18201 Napa St. Northridge, CA 91325
14	Backhoe	John Deere	410G	2004	excellent	18201 Napa St. Northridge, CA 91325
15	Backhoe	John Deere	410G	2004	excellent	18201 Napa St. Northridge, CA 91325
16	Excavator	CAT	325 Long Reach	2008	excellent	18201 Napa St. Northridge, CA 91325
17	Excavator	CAT	328D 0 tail swing	2011	excellent	18201 Napa St. Northridge, CA 91325
18	Excavator	CAT	328D 0 tail swing	2008	excellent	18201 Napa St. Northridge, CA 91325
19	Excavator	CAT	328D 0 tail swing	2007	excellent	18201 Napa St. Northridge, CA 91325
20	Excavator	CAT	330CL	2003	excellent	18201 Napa St. Northridge, CA 91325
21	Skip Loader	John Deere	210LE	2005	excellent	18201 Napa St. Northridge, CA 91325
22	Skip Loader	John Deere	210LE	2005	excellent	18201 Napa St. Northridge, CA 91325
23	Wheel Loader	CAT	930G	2006	excellent	18201 Napa St. Northridge, CA 91325
24	Wheel Loader	CAT	938G	2005	excellent	18201 Napa St. Northridge, CA 91325

Northwest Excavating inc. subcontractor

FORM PW-18.1

Page 3 of 4

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
25	Wheel Loader	CAT	950G	2000	excellent	18201 Napa St. Northridge, CA 91325
26	Wheel Loader	CAT	972H	2008	excellent	18201 Napa St. Northridge, CA 91325
27	Track Loader	CAT	963C	2000	excellent	18201 Napa St. Northridge, CA 91325
28	Dozer	John Deere	650J	2009	excellent	18201 Napa St. Northridge, CA 91325
29	Dozer	John Deere	650J	2009	excellent	18201 Napa St. Northridge, CA 91325
30	Dozer	CAT	D6R	1999	excellent	18201 Napa St. Northridge, CA 91325
31	Dozer	CAT	D6R	1999	excellent	18201 Napa St. Northridge, CA 91325
32	Dozer	CAT	D6R LGP	2007	excellent	18201 Napa St. Northridge, CA 91325
33	Dozer	CAT	D8T	2005	excellent	18201 Napa St. Northridge, CA 91325
34	Dozer	CAT	D8T	2005	excellent	18201 Napa St. Northridge, CA 91325
35	Dozer	CAT	D8R	2004	excellent	18201 Napa St. Northridge, CA 91325
36	Motor Grader	CAT	140H	2005	excellent	18201 Napa St. Northridge, CA 91325
37	Motor Grader	CAT	140H	2003	excellent	18201 Napa St. Northridge, CA 91325
38	Motor Grader	CAT	140H	2001	excellent	18201 Napa St. Northridge, CA 91325
39	Motor Grader	CAT	143H	2005	excellent excellent	18201 Napa St. Northridge, CA 91325
40	Scraper	CAT	623G	2006		18201 Napa St. Northridge, CA 91325

FORM PW-18.1

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
41	Scraper	CAT	623G	2005	excellent	18201 Napa St. Northridge, CA 91325
42	Scraper	CAT	623G	2005	excellent	18201 Napa St. Northridge, CA 91325
43	4K Gallon Water Truck	International	Paystar 5000	2000	excellent	18201 Napa St. Northridge, CA 91325
44	4K Gallon Water Truck	International	Paystar 5000	2000	excellent	18201 Napa St. Northridge, CA 91325
45	2K Gallon Water Truck	Ford	F-800	1998	excellent	18201 Napa St. Northridge, CA 91325
46	2K Gallon Water Truck	Freightliner	M2-106	2005	excellent	18201 Napa St. Northridge, CA 91325
47	2K Gallon Water Truck	Freightliner	M2-106	2005	excellent	18201 Napa St. Northridge, CA 91325
48	Trencher	Vermeer	T-650	1990	excellent	18201 Napa St. Northridge, CA 91325
49	Trencher	Vermeer	T-8550	2005	excellent	18201 Napa St. Northridge, CA 91325
50	Trencher	Vermeer	T-8550A	2003	excellent	18201 Napa St. Northridge, CA 91325

Are any of the above listed equipment Subcontractor owned: Yes ☐ or No ☐

List name of subcontractor(s) Northwest Excavating, Inc.

Address of Subcontractor(s): 18201 Napa St.
Northridge, CA 91325

3.) **UGALDE TRUCKING CO., INC.**

(Subcontractor) FORM PW-18.1.

Equipment list (50 pieces of equipment-
DUMP TRUCKS). 3 pages.

UGALDE TRUCKING CO., INC. (Subcontractor)

FORM PW-18.1

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

MINIMUM EQUIPMENT AFFIRMATION

PROPOSER MUST CHECK AT LEAST ONE BOX

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

- Proposer or its subcontractor(s) must own a minimum of 50 pieces of equipment such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations. The minimum of 50 pieces of equipment must be listed on this Form PW-18.1. Multiple subcontractor(s) may be used to meet this requirement. This form may be accessed online at the following link: <http://dpw.lacounty.gov/asd/contracts>

☒ Yes. Proposer or its subcontractor(s) own a minimum of 50 pieces of equipment, such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations.

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
1	Dump Truck haws side	Peterbilt		1998	Good	P.O. Box 2128 Mission Viejo, CA 92690
2	Dump truck haws side	Peterbilt		2006	Good	2482 Canal Drive Riverside, CA 92509
3	Dump truck haws side	Kenworth		2005	Good	P.O. Box 1067 Lake Elsinore, CA 92531
4	Dump truck haws side	Kenworth		1988	Good	3892 Yellowstone Chino, CA 91710
5	Dump Truck haws side	Peterbilt		1983	Good	14451 Ruscrans LA Mirada, CA 90638
6	Dump truck ten wheelers	International		1995	Good	P.O. Box 6386 Torrance, CA 90504
7	Dump truck ten wheeler	Peterbilt		1995	Good	11859 Athens Drive Cerritos, CA 90703
8	Dump truck ten wheeler	Western Star		2005	Good	16584 Archipian Ave Wendover, CA 92594
9	Dump truck ten wheeler	Peterbilt		1985	Good	28103 Churruy Lane Sunnyvale, CA 94350
10	Dump truck ten wheeler	Ford		1974	Good	2105 Via Tecoma San Clemente, CA 92673

UGALDE TRUCKING CO INC.-SUBCONTRACTOR

FORM PW-18.1

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
32	Dump truck Bottom Dump	Freightliner		2000	Good	11626 Ute St Lynwood, CA 90262
33	Dump truck Bottom Dump	Freightliner		1993	Good	718 W 41st St # A Los Angeles, CA 90037
34	Dump truck Bottom Dump	Volvo		1995	Good	3646 Virgil St Lynwood, CA 90262
35	Dump truck Bottom Dump	Freightliner		1996	Good	2702 MacArthur Plac + Southgate, CA 90280
36	Dump truck Bottom Dump	Freightliner		1995	Good	P.O. Box 31625 Los Angeles, CA 90031
37	Dump truck Bottom Dump	Kenworth		1997	Good	P.O. Box 410043 Los Angeles, CA 90043
38	Dump truck Bottom Dump	Peterbilt		1991	Good	8762 Grissell St Cypress, CA 90630
39	Dump truck Bottom Dump	Freightliner		1991	Good	1412 West 9th St Los Angeles, CA 90003
40	Dump truck Bottom Dump	Freightliner		1995	Good	231 W 5th St Los Angeles, CA 90037
41	Dump truck Bottom Dump	Peterbilt		1996	Good	838 L P Mr St Inglewood, CA 90305
42	Dump truck Bottom Dump	Kenworth		1993	Good	306 Duke Lane Santa Ana, CA 92704
43	Dump truck Bottom Dump	Kenworth		1997	Good	4963 Park Place Southgate, CA 90280
44	Dump truck Bottom Dump	Freightliner		2001	Good	718 W 41st St # A Los Angeles, CA 90037
45	Dump truck Bottom Dump	Volvo		1994	Good	205 S 16th Ave Compton, CA 90221
46	Dump truck Bottom Dump	Volvo		1998	Good	6151 Cherry Ave # 5 Long Beach, CA 90805
47	Dump truck Bottom Dump	Freightliner		1997	Good	1343 W 96th St # 3 Los Angeles, CA 90044
48	Dump truck Bottom Dump	Peterbilt		2007	Good	11012 E Tucker St Compton, CA 90221
49	Dump truck Bottom Dump	Kenworth		1997	Good	P.O. Box 900446 Salt Lake, CA 91392
50	Dump truck Bottom Dump	Peterbilt		1993	Good	215 N 10th Ave Unit D Tucson, CA 92207

- 4.) **R.J. LaLONDE, INC.** (Subcontractor)
FORM PW-18.1. Equipment list (38 pieces
of equipment). 3 pages.

R.J. LaLONDE, INC. (Subcontractor)

FORM PW-18.1

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

MINIMUM EQUIPMENT AFFIRMATION

PROPOSER MUST CHECK AT LEAST ONE BOX

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

1. Proposer or its subcontractor(s) must own a minimum of 50 pieces of equipment such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations. The minimum of 50 pieces of equipment must be listed on this Form PW-18.1. Multiple subcontractor(s) may be used to meet this requirement. This form may be accessed online at the following link: <http://dpw.lacounty.gov/asd/contracts>

☒ Yes. Proposer or its subcontractor(s) own a minimum of 50 pieces of equipment, such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations.

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
1	Excavator - 2	Deere	35D	2010 and 2011	Great	2508 N Palm Dr Signal Hill Ca 90755
2	Excavator	Cat	308	2004	Good	2508 N Palm Dr Signal Hill Ca 90755
3	Excavator	Deere	85D	2010	Great	2508 N Palm Dr - Signal Hill
4	Excavator	Deere	135D	2010	Great	2508 N Palm Dr - Signal Hill
5	Excavator	Cat	320 Long Reach	2001	Good	2508 N Palm Dr - Signal Hill
6	Excavator - 3	Cat	320 CL	2004/5	Good	2508 N Palm Dr - Signal Hill
7	Excavator	Cat	322M wheeled	2011	Great	2508 N Palm Dr - Signal Hill
8	Excavator - 2	Komatsu	228 zero tail	2001/4	Good	2508 N Palm Dr - Signal Hill
9	Excavator - 3	Cat	321 zero tail	2006/9	Great	2508 N Palm Dr - Signal Hill
10	Excavator - 2	Komatsu	308 zero tail	2005/8	Good	2508 N Palm Dr - Signal Hill

****R.J. LaLonde Inc. subcontractor****

Pg 2 of 3

FORM PW-18.1

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
11	Excavator - 4	Cat	328 zero tail	2009/12	Great	2508 N Palm Dr Signal Hill Ca 90755
12	Excavator - 3	Cat	330 CL	2004/16	Good	2508 N Palm Dr - Signal Hill
13	Excavator	Cat	336 EL	2011	Great	2508 N Palm Dr - Signal Hill
14	Excavator	Hitachi	350	2012	Great	2508 N Palm Dr - Signal Hill
15	Excavator - 2	Cat	345 BL	2005	Good	2508 N Palm Dr - Signal Hill
16	Excavator - 4	Hitachi	ZX 450	2005/11	Great	2508 N Palm Dr - Signal Hill
17	Excavator	Cat	345 CL	2006	Good	2508 N Palm Dr - Signal Hill
18	Excavator	Hitachi	850	2005	Good	2508 N Palm Dr - Signal Hill
19	Excavator	Deere	800C	2004	Good	2508 N Palm Dr - Signal Hill
20	Backhoe	Deere	310 G	2005	Good	2508 N Palm Dr - Signal Hill
21	Backhoe - 5	Deere	710 G	2005/7	Good	2508 N Palm Dr - Signal Hill
22	Backhoe - 2	Cat	450 E	2008/9	Good	2508 N Palm Dr - Signal Hill
23	Backhoe - 3	Deere	710 J	2009/12	Good	2508 N Palm Dr - Signal Hill
24	Motorgrader - 2	Cat	140 H	2004	Good	2508 N Palm Dr - Signal Hill
25	Dozer - 3	Deere	450 J	2011	Great	2508 N Palm Dr - Signal Hill
26	Dozer -	Deere	850 K	2011	Great	2508 N Palm Dr - Signal Hill
27	Dozer	Cat	D-6 TRL	2011	Great	2508 N Palm Dr - Signal Hill
28	Track Loader	Cat	939 C	2006	Good	2508 N Palm Dr - Signal Hill
29	Track Loader - 2	Cat	963 C	2006	Good	2508 N Palm Dr - Signal Hill
30	skiploader - 4	Deere	210	2009/11	Great	2508 N Palm Dr - Signal Hill
31	skiploader	Case	570 MXE	2012	Great	2508 N Palm Dr - Signal Hill

****R.J. LaLonde Inc. subcontractor****

Pg 3 of 3

FORM PW-18.1

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
32	Skid steer	Cat	226 B	2006	Good	2508 N Palm Dr Signal Hill Ca 90755
33	Wheel Loader -4	Cat	950 G	2003/6	Good	2508 N Palm Dr - Signal Hill
34	Wheel Loader	Deere	644 K	2010	Good	2508 N Palm Dr - Signal Hill
35	Wheel Loader -4	Cat	966 H	2006/9	Good	2508 N Palm Dr - Signal Hill
36	Wheel Loader	Cat	980 G	2004	Good	2508 N Palm Dr - Signal Hill
37	Compactor	Cat	C554	2011	Great	2508 N Palm Dr - Signal Hill
38	Compactor	Cat	CP56	2011	Great	2508 N Palm Dr - Signal Hill
39						
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49						
50						


Are any of the above listed equipment Subcontractor owned: Yes ☒ or No ☐

List name of subcontractor(s): 1) Northwest Excavating, Inc.
 2) Ugalde Trucking Co., Inc.
 3) R.J. LaLonde, Inc.

Address of Subcontractor(s): 1) 18201 Napa Street, Northridge, CA 91325
 2) 22845 Savi Ranch Parkway, Ste E, Yorba Linda, CA 92887
 3) 2508 N. Palm Drive, Ste. #200, Signal Hill, CA 90755-4052

☐ No. Proposer or its subcontractor(s) do not own a minimum of 50 pieces of equipment, such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operation. If you check this box, your proposal will be immediately disqualified as non-responsive.

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

Proposer's Name: Clarke Contracting Corporation	
Address: 4646 Manhattan Beach Blvd., Lawndale, CA 90260	
Authorized representative: Brian A. Clarke, President	
Signature: 	Date: 2/22/13

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM (2013-AN005)

ARBORIST CERTIFICATION INFORMATION


ARBORIST CERTIFICATION

- ☒ Proposer, its managing employees, or subcontractor(s) have at least one certified arborists.

	Arborist Name	Agency Issuing Certification	Expiration Date
1.	Eric Gorsuch	International Society of Arboriculture	12/31/14
2.			

OR

- ☐ Proposer does not meet the minimum experience requirement stated above. If you check this box, your proposal will be immediately disqualified as non-responsive.

Signature  -Brian A. Clarke	Title President
Firm Name Clarke Contracting Corporation	Date 2/22/13

International Society of Arboriculture

Certified Arborist

Eric Gorsuch

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.

D. Glavin

Certification Board, Chair
International Society of Arboriculture

J. Skiera

Jim Skiera, Executive Director
International Society of Arboriculture

WE-7438A
Certificate Number

Nov 19, 2005
Certified Since

Dec 31, 2014
Expiration Date

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**PROPOSERS WASTE COLLECTORS PERMIT AFFIRMATION**

PROPOSER MUST CHECK AT LEAST ONE BOX

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

Proposer or its subcontractor(s) must have a valid and active Waste Collectors Permit issued by the Los Angeles County Department of Public Health or must include an affirmation statement stating that a Waste Collectors Permit issued by the Los Angeles County Department of Public Health will be obtained prior to execution of the Contract.

- ☐ Yes. Proposer or its subcontractor(s) have a valid and active Waste Collectors Permit issued by the Los Angeles County Department of Public Health. (Please attach a copy of the valid and active Waste Collectors Permit in your proposal.)


OR

- ☒ Proposer affirms that a Waste Collectors Permit issued by the Los Angeles County Department of Public Health will be obtained prior to execution of the Contract.

OR

- ☐ No, Proposer or its subcontractor(s) do not have a valid and active Waste Collectors Permit issued by the Los Angeles County Department of Public Health. If you check this box, your proposal will be immediately disqualified as non-responsive.

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

Proposer's Name: Clarke Contracting Corporation	
Address: 4646 Manhattan Beach Blvd., Lawndale, CA 90260	
Authorized representative: Brian A. Clarke, President	
Signature: 	Date: 2/22/13

Form PW-18.4: EQUIPMENT OPERATOR LIST:

PLEASE NOTE THE FOLLOWING FILLED OUT FORM(S) 18.4 FOR CLARKE CONTRACTING EQUIPMENT OPERATORS ALONG WITH A LIST OF OPERATORS THAT OUR THREE LISTED SUBCONTRACTORS INTEND TO SUPPLY ON THE JOB-

- 1) Clarke Contracting Corporation (2 pages)- Prime Contractor
- 2) Northwest Excavating, Inc. (1 page)- Subcontractor
- 3) Ugalde Trucking Co., Inc. (7 pages)- Truck Drivers/Subcontractor
- 4) R.J. LaLonde, Inc., (3 pages)- Subcontractor

TOTAL OF 13 PAGES

1.)Clarke Contracting Corporation (2 pages)-
Prime Contractor - FORM PW-18.4

**EQUIPMENT OPERATOR LIST
FOR
AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**

PROPOSER'S NAME: Clarke Contracting Corporation
 ADDRESS: 4646 Manhattan Beach Blvd., Lawndale, CA 90260
 TELEPHONE: 310-542-7724

STATE BELOW THE INFORMATION FOR ALL OPERATORS AVAILABLE

All Contractors must be properly licensed under the laws of the State of California for the type of service that they are to perform. ALL LICENSE/CERTIFICATIONS MUST BE LISTED HEREIN FOR THE PROPOSER OR IF SPECIFIC TO INDIVIDUALS PLEASE IDENTIFY BY NAME. In addition to completing this form, please attach a copy of each certification and/or license.

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 operators and equipment OR may be downloaded at the following link <http://dpw.lacounty.gov/asd/contracts>

OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
N. ALVIDREZ	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
S. ANDRADE	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
R. BARRON	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
D. CUEVAS	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
C. GEER	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
M. GUEVARA	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
D. LAIR	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
R. LOPEZ	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.

**EQUIPMENT OPERATOR LIST
FOR
AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**

PROPOSER'S NAME: Clarke Contracting Corporation
 ADDRESS: 4646 Manhattan Beach Blvd., Lawndale, CA 90260
 TELEPHONE: 310-542-7724

STATE BELOW THE INFORMATION FOR ALL OPERATORS AVAILABLE

All Contractors must be properly licensed under the laws of the State of California for the type of service that they are to perform. ALL LICENSE/CERTIFICATIONS MUST BE LISTED HEREIN FOR THE PROPOSER OR IF SPECIFIC TO INDIVIDUALS PLEASE IDENTIFY BY NAME. In addition to completing this form, please attach a copy of each certification and/or license.

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 operators and equipment OR may be downloaded at the following link <http://dpw.lacounty.gov/asd/contracts>

OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATED
C. LUCERO	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
J. MCKENNA	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
C. OCHOA	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
J. RIZUTO	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
M. SANCHEZ	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
B. TAYLOR	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
C. TUCKER	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.
	NO	N/A	Equip. Operator Engineer Local #12	Dozer, Loader, Excavator, Backhoe, Blade, Track Loader, Etc.

2.)Northwest Excavating Inc.(1 page)-
Subcontractor FORM PW-18.4

EQUIPMENT OPERATOR LIST

FOR

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

PROPOSER'S NAME:

Northwest Excavating, Inc.

ADDRESS:

18201 Napa St., Northridge, CA 91325

TELEPHONE:

818-349-5861

STATE BELOW THE INFORMATION FOR ALL OPERATORS AVAILABLE

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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 operators and equipment OR may be downloaded at the following link <http://dpw.lacounty.gov/asd/contracts>

OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Manuel Amavisca		Northwest Excavating	Operating Engineer	Backhoes, Excavators
Mike Beattie		Northwest Excavating	Operating Engineer	Dozers
Tóm Brady		Northwest Excavating	Operating Engineer	ALL
Gene Callahan		Northwest Excavating	Operating Engineer	Loaders, Scrapers
Dan Colyar		Northwest Excavating	Operating Engineer	Dozers
Carler Hogue		Northwest Excavating	Operating Engineer	ALL
Ken Lukazonas		Northwest Excavating	Operating Engineer	ALL
Rob West		Northwest Excavating	Operating Engineer	ALL

**3)Ugalde Trucking Co. Inc. (7 pages/ truck
drivers)Subcontractor- Subcontractor FORM
PW-18.4**

**EQUIPMENT OPERATOR LIST
FOR**

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

PROPOSER'S NAME: Ugalde Trucking Co. Inc.
 ADDRESS: 22845 Sawi Ranch Pkwy, Ste. E Yorba Linda, CA 92857
 TELEPHONE: 714-282-8012

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OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Nicolas Acero	Yes	Nicolas Acero	CA permit	low side
Donald Ferris	Yes	Donald Ferris	CA permit	low side
James Highley	Yes	James Highley	CA permit	low side
Tony Mendes	Yes	Tony Mendes	CA permit	low side
HARRY TURNBLY	Yes	HARRY TURNBLY	CA permit	low side
James Criner	Yes	James Criner	CA permit	ten wheeler
Art Herrera	Yes	Art Herrera	CA permit	ten wheeler
Rance Verdugo	Yes	Rance Verdugo	CA permit	ten wheeler

EQUIPMENT OPERATOR LIST FOR

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

PROPOSER'S NAME: Ugalde Trucking Co., Inc.
 ADDRESS: 22845 Savi Ranch PKWY, Ste E. Yorba Linda, CA 92887
 TELEPHONE: 714-282-8012

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OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
William Viser	Yes	William Viser	CA permit	ten wheeler
Dave Watt	Yes	Dave Watt	CA permit	ten wheeler
Nicolas Acero	Yes	Nicolas Acero	CA permit	Super Ten
Aldemar Alzate	Yes	Aldemar Alzate	CA permit	Super Ten
McGraw Arriola	Yes	McGraw Arriola	CA permit	Super Ten
Joe Carrillo	Yes	Joe Carrillo	CA permit	Super ten
Esteban Fragosa Jr	Yes	Esteban Fragosa Jr	CA permit	Super ten
Albino Garcia	Yes	Albino Garcia	CA permit	Super ten

**EQUIPMENT OPERATOR LIST
FOR
AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**

PROPOSER'S NAME: Ugalde Trucking Co., Inc.
 ADDRESS: 22845 Savi Ranch Pkwy Ste E Yorba Linda, CA 92887
 TELEPHONE: 714-282-8012

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OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Gilbert Griffin	Yes	Gilbert Griffin	CA permit	Super ten
Sergio Guillen	Yes	Sergio Guillen	CA permit	Super ten
Luis Luna	Yes	Luis Luna	CA permit	Super ten
Roberto Montemayor	Yes	Roberto Montemayor	CA permit	Super ten
Ricardo Mora	Yes	Ricardo Mora	CA permit	Super ten
Ricardo Ornelas	Yes	Ricardo Ornelas	CA permit	Super ten
Javier Parra	Yes	Javier Parra	CA permit	Super ten
Enrique Parra	Yes	Enrique Parra	CA permit	Super ten

**EQUIPMENT OPERATOR LIST
FOR
AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**

PROPOSER'S NAME: Ugalde Trucking Co., Inc.
 ADDRESS: 22845 Savi Ranch Pkwy, Ste E, Yorba Linda, CA 92887
 TELEPHONE: 714-282-8012

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OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Gregory Quarles	Yes	Gregory Quarles	CA permit	Super ten
Paul Ravello	Yes	Paul Ravello	CA permit	Super ten
Jose A. Reynaga	Yes	Jose A. Reynaga	CA permit	Super ten
Lino Reynaga	Yes	Lino Reynaga	CA permit	Super ten
Emilberto Sanchez	Yes	Emilberto Sanchez	CA permit	Super ten
Emma Vasquez	Yes	Emma Vasquez	CA permit	Super ten
Osilio Alvarado	Yes	Osilio Alvarado	CA permit	Bottom Dump
Andres Trujillo	Yes	Andres Trujillo	CA permit	Bottom Dump

**EQUIPMENT OPERATOR LIST
FOR
AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**

PROPOSER'S NAME: Ugaide Trucking Co., Inc.
 ADDRESS: 22845 Savi Ranch Pkwy, Ste E Yorba Linda, CA 92807
 TELEPHONE: 714-282-8012

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OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Daniel Santamaria Blanco	Yes	Daniel Santamaria Blanco	CA permit	Bottom Dump
Cipriano Cisneros	Yes	Cipriano Cisneros	CA permit	Bottom Dump
Julio De Leon	Yes	Julio De Leon	CA permit	Bottom Dump
Federico Hanstein	Yes	Federico Hanstein	CA permit	Bottom Dump
Jose Juan Jimenez	Yes	Jose Juan Jimenez	CA permit	Bottom Dump
Gerald Kernes	Yes	Gerald Kernes	CA permit	Bottom Dump
Francisco Mora-Serez	Yes	Francisco Mora-Serez	CA permit	Bottom Dump
Juan Mejia	Yes	Juan Mejia	CA permit	Bottom Dump

EQUIPMENT OPERATOR LIST FOR

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

PROPOSER'S NAME: Ugalde Trucking Co., Inc.
 ADDRESS: 22845 San Ranch Pkwy. Ste E Yorba Linda, CA 92857
 TELEPHONE: 714-282-8012

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OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Jose moreno	Yes	Jose moreno	CA permit	Bottom Dump
Mateo Pedro	Yes	Mateo Pedro	CA permit	Bottom Dump
Gustav hernandez	Yes	Alvaro Plaza	CA permit	Bottom Dump
Nelson Portillo	Yes	Nelson Portillo	CA permit	Bottom Dump
Antonio Ruiz	Yes	Antonio Ruiz	CA permit	Bottom Dump
Guillermo Ruiz	Yes	Guillermo Ruiz	CA permit	Bottom Dump
Jose Ramiro Gonzalez Ruiz	Yes	Jose Ramiro Gonzalez Ruiz	CA permit	Bottom Dump
Ricardo J. Sanchez	Yes	Ricardo Pina Sanchez	CA permit	Bottom Dump

EQUIPMENT OPERATOR LIST FOR

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

PROPOSER'S NAME: Ugaldes Trucking Co., Inc.
ADDRESS: 22845 Sav. Ranch Pkwy, Ste E Yorba Linda, CA 92887
TELEPHONE: 714-282-8012

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[illegible]

4.) R.J. Lalonde Inc. (3 pages))Subcontractor-
Subcontractor FORM PW-18.4

EQUIPMENT OPERATOR LIST
FOR

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

PROPOSER'S NAME:

R.J. LaLonde Inc.

ADDRESS:

2508 North Palm Dr. #200

TELEPHONE:

Signal Hill, CA 90755**STATE BELOW THE INFORMATION FOR ALL OPERATORS AVAILABLE**

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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 operators and equipment OR may be downloaded at the following link <http://dpw.lacounty.gov/asd/contracts>

OPERATOR NAME	SUBCONTRACTOR	TYPE OF EQUIPMENT
Jeff Devries	Yes	R.J. LaLonde Inc. Backhoe, Loader, Excavator
Robert Huisman	Yes	R.J. LaLonde Inc. Loader, Excavator
John Lawson	Yes	R.J. LaLonde Inc. Backhoe, skidsteer
Doug Keller	Yes	R.J. LaLonde Inc. Loader, skip
Mike Rosas	Yes	R.J. LaLonde Inc. Loader, skip, Motorgrader
Marvin Niles	Yes	R.J. LaLonde Inc. Backhoe, Excavator
Gary Tomlin	Yes	R.J. LaLonde Inc. Backhoe, Excavator
Eddie Valdez	Yes	R.J. LaLonde Inc. Loader, skip

EQUIPMENT OPERATOR LIST FOR

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

PROPOSER'S NAME: R.J. Lalonde Inc.
 ADDRESS: 2508 North Palm Dr. # 200
 TELEPHONE: Signa Hill, CA 90755

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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 operators and equipment OR may be downloaded at the following link <http://dpw.lacounty.gov/asd/contracts>

OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Robert Kilburn	Yes	R.J. Lalonde Inc		Loader, Dozer, Backhoe, Excavator
Victor Ybarra	Yes	R.J. Lalonde Inc		Loader, Backhoe, Excavator
James Huff	Yes	R.J. Lalonde Inc		Loader, Excavator
Dan Madglin	Yes	R.J. Lalonde Inc		Loader, Excavator, Backhoe, skip
Dave Montgomery	Yes	R.J. Lalonde Inc		Loader, Excavator, Backhoe, Motor grader
Danny Wallace	Yes	R.J. Lalonde Inc		Loader, Excavator, Backhoe
Rex Louscher	Yes	R.J. Lalonde Inc		Loader, Dozer
Ed Stone	Yes	R.J. Lalonde Inc		Loader, Dozer, Excavator

EQUIPMENT OPERATOR LIST FOR

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

PROPOSER'S NAME:

R.J. Lalonde Inc.

ADDRESS:

2508 North Palm Dr. #200

TELEPHONE:

Signal Hill, CA 90755

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OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Mike Johnson	Yes	R.J. Lalonde Inc		Loader, Dozer
Kirt Clark	Yes	R.J. Lalonde Inc		Excavator, Loader
Joseph Malacara	Yes	R.J. Lalonde Inc		Loader, Backhoe, Excavator, Dozer
Lee Hatch	Yes	R.J. Lalonde Inc		Loader, Backhoe, Excavator
Luis Agredano	Yes	R.J. Lalonde Inc		Loader, Backhoe, Excavator
Mark Barton	Yes	R.J. Lalonde Inc		Loader, Dozer
BMU Britain	Yes	RJ Lalonde Inc		Loader, Backhoe, Excavator
James Vanderpool	Yes	R.J. Lalonde Inc		Backhoe Excavator



ATTACHMENT 1

COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Listing of Contractors Debarred in Los Angeles County

Vendor Name:	G COAST CONSTRUCTION INC.		
Alias:			
Debarment Start Date:	9/11/2007	Debarment End Date:	9/10/2012
Principal Owners and/or Affiliates:	Ezra Levi		
Vendor Name:	INSPECTION ENGINEERING CONSTR		
Alias:	Inspection Engineering Construction		
Debarment Start Date:	6/13/2006	Debarment End Date:	6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi		
Vendor Name:	ARROWHEAD EMANCIPATION PROGRAM, INC.,		
Alias:			
Debarment Start Date:	7/08/2008	Debarment End Date:	PERMANENT DEBARMENT
Principal Owners and/or Affiliates:	Irma F. Reed and Charlene Williams		
Vendor Name:	SAEICO, INC.		
Alias:			
Debarment Start Date:	10/18/2011	Debarment End Date:	10/17/2016
Principal Owners and/or Affiliates:	Godwin Iwunze, Sam Soho Nor		
Vendor Name:	SAM SOHO NOR, AN INDIVIDUAL		
Alias:			
Debarment Start Date:	10/18/2011	Debarment End Date:	10/17/2019
Principal Owners and/or Affiliates:			

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any other persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.

HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012

(213) 974-1093 (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

A12: SUB-CONTRACTORS FORM LIST:

Per page 1.14 "Subcontractors Form List" Clarke Contracting Corporation submits the following forms for each of the three subcontractors we have listed on Form PW-8:

Form PW-3, PW-4, PW-5, PW-7, PW-9, PW-10, PW-12

Please find the form above filled out and signed by our three listed subcontractors:

- 1) **NORTHWEST EXCAVATING, INC.**- Work- Supply operated Heavy Equipment to supplement Clarke Contracting's own equipment and operators as needed. Equipment to be managed and directed by Clarke Contracting forces.
- 2) **R.J. LaLONDE, INC.**- Work- Supply operated Heavy Equipment to supplement Clarke Contracting's own equipment and operators as needed. Equipment to be managed and directed by Clarke Contracting forces.
- 3) **UGALDE TRUCING CO., INC.**- Work- Supply operated dump trucks and drivers as needed for work. Trucks to be managed and directed by Clarke Contracting forces.

Please see the attached written information that we have obtained on these three companies attached that addresses their experience, capabilities, staffing and scheduling. (see copies in Section 8).

****Scheduling – Clarke Contracting Corporation will have 24 Hour phone numbers and contact information for all three of these companies. They have stated that they are ready to respond to an emergency request at any time, day or night when the need arises. All three of these companies have experience in doing emergency work for public work agencies****

FORM PW-3

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

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

Company Name:	R.J. Lalonde Inc.		
Company Address:	2508 N Palm Dr #200		
City:	Sierra Vista	State:	Ca Zip Code: 90753
Telephone Number:	562 595-6653		
(Type of Goods or Services):	Equipment Rental		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenue from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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


Print Name:	Janelle M Reusch	Title:	President
Signature:	Janelle M Reusch	Date:	1-14-2013

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
 SERVICE BY PROPOSER: _____
 PROPOSAL DATE: _____

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2007	2008	2009	2010	2011	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars). <i>Rental \$</i>							200
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

Janelle M Reusch
 Name of Proposer or Authorized Agent (print)

Janelle M Reusch 1-14-2013
 Signature Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Janelle M Reusch

☐ sole owner

☐ general partner

☐ managing member

☒ President, Secretary, or other proper title) President

of R.J. Lalonde Inc.
Name of proposer

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

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

Janelle M Reusch

Date

1-14-2013

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	R.J. Lalonde Inc.
Address	2508 N Palm Dr #200 Signal Hill Ca 90755
Internal Revenue Service Employer Identification Number	[REDACTED]

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

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Authorized representative	Janette M Reusch	
Signature	Janette M Reusch	Date 1-14-2013

FORM PW-9

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

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

FIRM NAME: <u>R.J. Lalonde Inc.</u>
My County (WebVen) Vendor Number: <u>008 76901</u>

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

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

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): <u>46</u>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff
	White	Other	White	Other	White
Black/African American					
Hispanic/Latino			3	1	7
Asian or Pacific Islander					1
American Indian					
Filipino					
White	1	1	3	2	27

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	%	%	%	%	%	49 %
Women	%	%	%	%	%	51 %

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:
<u>City of Los Angeles</u>			X		<u>1-31-2015</u>
<u>County of Los Angeles</u>		X			<u>1-25-2014</u>

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

Authorized Signature: <u>Jack M. Reusch</u>	Title: <u>President</u>	Date: <u>1-14-2013</u>
---	-------------------------	------------------------



TOM TINDALL

Director

**County of Los Angeles
INTERNAL SERVICES DEPARTMENT**1100 North Eastern Avenue
Los Angeles, California 90063Telephone: (877) 669-CBES
FAX: (323) 881-1871*"To Enrich Lives through Effective and Caring Service"*

April 04, 2012

BRIAN LALONDE
R J LALONDE INC
LALONDE EQUIPMENT RENTAL 2608 N. PALM DR., STE. 200
SIGNAL HILL, CA 907554052

Vendor #: 00876901

Dear BRIAN LALONDE:

Congratulations! Your business is now certified as a County of Los Angeles Local Small Business Enterprise (Local SBE). Your Local SBE certification is valid until April 30, 2013.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3963 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at www.laosb.org or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

TOM TINDALL
DIRECTOR

A handwritten signature in black ink, appearing to read "Debbie Cabreira-Johnson".

DEBBIE CABREIRA-JOHNSON
Program Director

TT:DCJ/ct

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



January 31, 2011

Ms. Janelle Reusch
R.J. Lalonde, Inc.
2508 N. Palm Drive, Ste. 200
Signal Hill, CA 90755

RE: DISADVANTAGED/WOMEN BUSINESS ENTERPRISE (DBE/WBE) CERTIFICATION
APPROVAL File No. - 11899

Dear Ms. Reusch:

We are pleased to advise you that after careful review of your application and supporting documentation, the City of Los Angeles has determined that your firm meets the eligibility standards to be certified as a **Disadvantaged/Women Business Enterprise (DBE/WBE)** as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs and the City of Los Angeles DBE/MBE/WBE directory under the following specific areas of expertise that you have identified on the business service form for contracting opportunities:

<u>NAICS Code(s)</u>	<u>Description</u>
238910	Site Preparation Contractors

Your DBE certification is good for five years from the date of this letter and applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the California Unified Certification Program's website at www.californiaucp.com and the City of Los Angeles DBE/MBE/WBE database at <http://bca.lacity.org>. Any additions and revisions must be submitted to the City of Los Angeles for review and approval.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. You will be notified of the pending DBE status review and any documentation update necessary prior to the expiration date.

The Regulations also require annual updates during this five-year period. In order to assure continuing DBE status, you must submit annually a DBE Declaration with supporting documentation, in the format, which will be sent to you. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until the five-year certification has expired.

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

R.J. LALONDE, INC.

2508 N. PALM DR., STE. 200
SIGNAL HILL, CA 90755

Owner: **BUSINESS OWNER**
Business Structure: **CORPORATION**

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

* 238910 Site Preparation Contractors

Work Category Code(s)

C9907

CONSTRUCTION EQUIPMENT RENTAL

C9908

HEAVY EQUIPMENT RENTAL

Licenses

CERTIFYING AGENCY:

CITY OF LOS ANGELES
1149 SOUTH BROADWAY STREET
LOS ANGELES, CA 90015 0000

(213) 847-1922

UCP Firm Number : 4882

Rolando P. ...
CUCP OFFICER

February 1, 2011



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

"To enrich lives through effective and caring service"

Telephone: (877) 669-CBES
FAX: (323) 881-1871

January 25, 2012

CBE Program ID #: 84900
Status: WBE

Ms. Janelle Reusch, President
R.J. LaLonde, Inc.
2508 N. Palm Drive, Suite 200
Signal Hill, CA 90755

Dear Ms. Reusch:

Congratulations! Your firm has been certified as an eligible participant in the County of Los Angeles' Community Business Enterprise (CBE) Program. This certification is valid until January 25, 2014.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes during this certification period, you are required to notify this office immediately.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your certification. If you have questions, please call (877) 669-CBES or email us at cbesbe@isd.lacounty.gov and refer to the identification number above.

Sincerely,

TOM TINDALL
Director

Debbie Cabreira-Johnson
Program Director

TT:DCJ/ct

c: Cynthia Tucker, CBE/LSBE Certification Specialist



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

"To enrich lives through effective and caring service"

Telephone: (877)669-CBES
FAX: (323) 881-1871

January 25, 2012

CBE Program ID #: 84900
Status: DBE

Ms. Janelle Reusch, President
R.J. LaLonde, Inc.
2508 N. Palm Drive, Suite 200
Signal Hill, CA 90755

Dear Ms. Reusch:

Congratulations! Your firm has been accepted for participation in the County of Los Angeles Community Business Enterprise (CBE) Program as a Disadvantaged Business Enterprise (DBE).

As a DBE participant your business will be recognized for participation in certain federal programs. You will also be included in the County's database of Minority, and/or Women, Disadvantaged, and Disabled Veteran Business Enterprises. This will ensure you are notified of opportunities for participation in these federal programs.

Your participation is valid thru January 25, 2014. If there are any changes in ownership and control of your firm during this participation period, please notify this office immediately. In addition, you must submit proof of recertification by authorized governmental certifying agency prior to expiration date to maintain your participation status.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your participation in the County's CBE program. If you have any questions, please call (877) 669-CBES (2237) and refer to the identification number above.

Sincerely,

TOM TINDALL
Director

A handwritten signature in dark ink, appearing to read "Debbie".

Debbie Cabreira-Johnson
Program Director

TT:DCJ/ct

c: Cynthia Tucker, CBE/LSBE Certification Specialist

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	<i>Janell K. Reusch</i>	Title	<i>President</i>
Firm Name	<i>R.J. Lalonde Inc</i>	Date	<i>1-14-2013</i>

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

R.J. Lalonde Inc.

Company Name

2508 N Palm Dr #200 Signal Hill Ca 90755

Address

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION

YES

NO

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

☒

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Danella M Reusch

Signature

1-14-2013

Date

Danella M Reusch

President

Name and Title (please type or print)

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)

MINIMUM EQUIPMENT AFFIRMATION

PROPOSER MUST CHECK AT LEAST ONE BOX

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

1. Proposer or its subcontractor(s) must own a minimum of 50 pieces of equipment such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations. The minimum of 50 pieces of equipment must be listed on this Form PW-18.1. Multiple subcontractor(s) may be used to meet this requirement. This form may be accessed online at the following link: <http://dpw.lacounty.gov/asd/contracts>

☐ Yes. Proposer or its subcontractor(s) own a minimum of 50 pieces of equipment, such as skip loaders, cranes, and haul trucks necessary for debris removal and hauling operations.

	Type of Equipment	Make of Equipment	Model	Year	Condition	Location of Equipment (Please include address where equipment is located)
1	Loader	Cat	950	2003	Good	2508 N Palm Dr Signal Hill Ca 90755
2	Loader	Cat	950	2005	Good	Signal Hill
3	Loader	Cat	950	2005	Good	Signal Hill
4	Loader	Cat	950	2006	Good	Signal Hill
5	Loader	Cat	966	2004	Good	Signal Hill
6	Loader	Cat	966	2006	Good	Signal Hill
7	Loader	Cat	966	2008	Good	Signal Hill
8	Loader	Cat	966	2010	Good	Signal Hill
9	Loader	Cat	980	2005	Good	Signal Hill
10	Loader	John Deere	644	2010	Good	Signal Hill

FORM PW-18.1

#	Type of Equ	Make or Model	Year	Condition	Location of Equipment (include address where equipment is located)	
11	Skip loader	John Deere	210	2009	Good	2508 N Palm Dr Signal Hill Ca 90255
12	Skip loader	John Deere	210	2010	Good	Signal Hill
13	Skip loader	John Deere	210	2010	Good	Signal Hill
14	Skip loader	John Deere	210	2012	Good	Signal Hill
15	Skip loader	Case	570	2012	Good	Signal Hill
16	Track Loader	Cat	939	2006	Good	Signal Hill
17	Track Loader	Cat	963	2004	Good	Signal Hill
18	Excavator	Cat	308	2008	Good	Signal Hill
19	Excavator	Cat	320	2007	Good	Signal Hill
20	Excavator	Cat	320	2008	Good	Signal Hill
21	Excavator	Cat	320 Long Reach	2008	Good	Signal Hill
22	Excavator	Cat	324 Long Reach	2012	Good	Signal Hill
23	Excavator	Cat	322 wheeled	2011	Good	Signal Hill
24	Excavator	Cat	321	2010	Good	Signal Hill
25	Excavator	Cat	321	2010	Good	Signal Hill
26	Excavator	Cat	321	2011	Good	Signal Hill
27	Excavator	Cat	321	2012	Good	Signal Hill
28	Excavator	Cat	321	2012	Good	Signal Hill
29	Excavator	Cat	328	2009	Good	Signal Hill
30	Excavator	Cat	328	2010	Good	Signal Hill
31	Excavator	Cat	328	2010	Good	Signal Hill

FORM PW-18.1

			Model	Year		Location of Equipment (Address where equipment is located)
32	Excavator	Cat	328	2011	Good	2508 N Palm Dr Signal Hill Ca 90753
33	Excavator	Cat	328	2012	Good	Signal Hill
34	Excavator	Cat	330	2007	Good	Signal Hill
35	Excavator	Cat	336	2011	Good	Signal Hill
36	Excavator	Cat	336	2012	Good	Signal Hill
37	Excavator	Cat	336	2013	Good	Signal Hill
38	Excavator	Cat	345	2005	Good	Signal Hill
39	Excavator	Cat	345	2006	Good	Signal Hill
40	Excavator	John Deere	35	2009	Good	Signal Hill
41	Excavator	John Deere	35	2011	Good	Signal Hill
42	Excavator	John Deere	135	2010	Good	Signal Hill
43	Excavator	John Deere	135	2012	Good	Signal Hill
44	Excavator	Hitachi	330	2005	Good	Signal Hill
45	Excavator	Hitachi	350	2011	Good	Signal Hill
46	Excavator	Hitachi	350	2012	Good	Signal Hill
47	Excavator	Hitachi	450	2005	Good	Signal Hill
48	Excavator	Hitachi	450	2011	Good	Signal Hill
49	Excavator	Hitachi	470	2012	Good	Signal Hill
50	Excavator	Hitachi	470	2013	Good	Signal Hill

**EQUIPMENT OPERATOR LIST
FOR
AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**

PROPOSER'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

STATE BELOW THE INFORMATION FOR ALL OPERATORS AVAILABLE

All Contractors must be properly licensed under the laws of the State of California for the type of service that they are to perform. ALL LICENSE/CERTIFICATIONS MUST BE LISTED HEREIN FOR THE PROPOSER OR IF SPECIFIC TO INDIVIDUALS PLEASE IDENTIFY BY NAME. In addition to completing this form, please attach a copy of each certification and/or license.

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 operators and equipment OR may be downloaded at the following link <http://dpw.lacounty.gov/asd/contracts>

OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/REF	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Luis Agredano	Yes	RS Lalonde	Drivers License	Loader, Excavator
Mark Barton	Yes	RS Lalonde	Drivers License	Loader
BNI Britain	Yes	RS Lalonde	Drivers License	Loader, Excavator
Marty Castaneda	Yes	RS Lalonde	Drivers License	Loader, Excavator
Kirt Clark	Yes	RS Lalonde	Drivers License	Loader, Excavator
Jeff Devries	Yes	RS Lalonde	Drivers License	Loader
Lee Hatzl	Yes	RS Lalonde	Drivers License	Loader, Excavator

**EQUIPMENT OPERATOR LIST
FOR
AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**

PROPOSER'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

STATE BELOW THE INFORMATION FOR ALL OPERATORS AVAILABLE

All Contractors must be properly licensed under the laws of the State of California for the type of service that they are to perform. ALL LICENSE/CERTIFICATIONS MUST BE LISTED HEREIN FOR THE PROPOSER OR IF SPECIFIC TO INDIVIDUALS PLEASE IDENTIFY BY NAME. In addition to completing this form, please attach a copy of each certification and/or license.

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 operators and equipment OR may be downloaded at the following link <http://dpw.lacounty.gov/asd/contracts>

OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
James Huff	Yes	RS Lalonde	Drivers License	Loader, Excavator
Bob Huismann	Yes	RS Lalonde	Drivers License	Loader, Excavator
Mike Johnson	Yes	RS Lalonde	Drivers License	Loader
Doug Keller	Yes	RS Lalonde	Drivers License	Skip loader, Loader
Bob Kilbarrn	Yes	RS Lalonde	Drivers License	Loader, Excavator
John Lawson	Yes	RS Lalonde	Drivers License	Loader
Rex Louscher	Yes	RS Lalonde	Drivers License	Loader
Jason Groom	Yes	RS Lalonde	Drivers License	Loader, Excavator

**EQUIPMENT OPERATOR LIST
FOR
AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**

PROPOSER'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

STATE BELOW THE INFORMATION FOR ALL OPERATORS AVAILABLE

All Contractors must be properly licensed under the laws of the State of California for the type of service that they are to perform. ALL LICENSE/CERTIFICATIONS MUST BE LISTED HEREIN FOR THE PROPOSER OR IF SPECIFIC TO INDIVIDUALS PLEASE IDENTIFY BY NAME. In addition to completing this form, please attach a copy of each certification and/or license.

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 operators and equipment OR may be downloaded at the following link <http://dpw.lacounty.gov/asd/contracts>

OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Dan Madglin	Yes	RJ Lalonde	Drivers License	Skip loader, Loader
Joseph Malacara	Yes	RJ Lalonde	Drivers License	Loader, Excavator
Dave Montgomery	Yes	RJ Lalonde	Drivers License	Loader, Excavator
Marvin Niles	Yes	RJ Lalonde	Drivers License	Loader, Excavator
Louis Rivera	Yes	RJ Lalonde	Drivers License	Skip loader, Loader
Mike Rosas	Yes	RJ Lalonde	Drivers License	Skip loader, Loader
Duane Sidener	Yes	RJ Lalonde	Drivers License	Loader
Ed Stone	Yes	RJ Lalonde	Drivers License	Loader, Excavator

**EQUIPMENT OPERATOR LIST
FOR
AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2013-AN005)**

PROPOSER'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

STATE BELOW THE INFORMATION FOR ALL OPERATORS AVAILABLE

All Contractors must be properly licensed under the laws of the State of California for the type of service that they are to perform. ALL LICENSE/CERTIFICATIONS MUST BE LISTED HEREIN FOR THE PROPOSER OR IF SPECIFIC TO INDIVIDUALS PLEASE IDENTIFY BY NAME. In addition to completing this form, please attach a copy of each certification and/or license.

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 operators and equipment OR may be downloaded at the following link <http://dpw.lacounty.gov/asd/contracts>

OPERATOR NAME	SUBCONTRACTOR YES/NO	NAME OF SUBCONTRACTOR	TYPE OF LICENSE/PERMIT	TYPE OF EQUIPMENT OPERATOR CAN OPERATE
Brian Thomas	Yes	RS Lalonde	Drivers License	Loader, Excavator
Gary Tomlin	Yes	RS Lalonde	Drivers License	Loader, Excavator
Eddie Valdez	Yes	RS Lalonde	Drivers License	Skidloader, Loader
James Vanderpool	Yes	RS Lalonde	Drivers License	Loader, Excavator
Danny Wallace	Yes	RS Lalonde	Drivers License	Loader, Excavator
Victor ybarra	Yes	RS Lalonde	Drivers License	Loader, Excavator

AS-NEEDED EMERGENCY DEBRIS REMOVAL SERVICES (2012-AN013)

MINIMUM EQUIPMENT AFFIRMATION

**SECTION 2
A13.**

ADDITIONAL INFORMATION

**“THERE IS NO ADDITIONAL INFORMATION WE WISH
TO PRESENT”.**