



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

January 25, 2018

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

NOTICE OF REQUEST FOR PROPOSALS FOR ADVERTISING BUS BENCH PROGRAM (2018-AN013)

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Advertising Bus Bench Program (2018-AN013). This contract has been designed to have a potential maximum contract term of 15 years, consisting of an initial 10-year term and one potential additional 5-year option renewal. This contract will be a revenue generating contract with a minimum annual amount of \$32,000 payable to the County of Los Angeles Department of Public Works based on 800 advertising benches at \$40 per bench, or the percentage of gross advertising revenue under the awarded contract, whichever is greater, to be paid to Public Works. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Jessica Dunn at (626) 458-4169 or jdunn@dpw.lacounty.gov or Mr. Jairo Flores at (626) 458-4069 or jflores@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/brcd/servicecontracts>.

Public Works' "Business Opportunities" Website Registration:

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

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise:

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE,

DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer or its managing employee(s) must have a minimum of 5 years of experience in providing and overseeing the operation of advertising at bus benches or bus shelters. **No subcontractors are allowed to meet this Minimum Requirement.**
2. Proposer or its managing employee(s) and/or subcontractor(s) must have at least 5 years of experience installing and maintaining bus benches and trash receptacles, as well as managing trash collection activities.
3. Proposer's submitted Form PW-2 (Monetary Compensation) must provide for compensation to the County of a Minimum Annual Fee (MAF) of \$40 or greater per Advertising Benches or the Percentage of Gross Revenue (PGR) stated in Form PW-2, whichever is greater.
4. Proposer and/or its subcontractor(s) must submit copies of a valid and active State of California Contractor's Class C-61, subcategory D-38 (Sand and Water Blasting) license. This license must stay valid and active during the term of this contract.
5. Proposer and/or its subcontractor(s) must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Proposers and/or its subcontractor(s) who do not possess the permits at the proposal deadline date may submit a copy of a receipt and an invoice from DPH to Proposers and/or its subcontractor(s) for permit fees.

Please note the following regarding Performance Bond and Payment Bond:

1. If awarded this contract, the Proposer must have the ability to provide a faithful performance bond in the sum of not less than \$100,000, as specified in Part I, Section 2.A.12, Insurance and Bonds, and Section 4.A, Award of Contract; Part II, Sample Agreement; Exhibit F, Performance Requirements Summary; and Exhibit O, Sample Bond for Faithful Performance.
2. If awarded this contract, the Proposer must also have the ability to provide a faithful payment bond in the sum of not less than \$100,000, as specified in Part I, Section 2.A.12, Insurance and Bonds, and Section 4.A, Award of Contract; Part II, Sample Agreement; Exhibit F, Performance Requirements Summary; and Exhibit P, Sample Payment Bond.

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A Proposers' Conference will be held on **Monday, February 12, 2018, at 2:00 p.m.**, at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will **reject proposals from those whose attendance at the conference cannot be verified.** Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Monday, February 26, 2018, at 5:30 p.m. Please direct your questions to Ms. Dunn at (626) 458-4169.

Follow us on Twitter:

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



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference CBA-1.

Very truly yours,

MARK PESTRELLA
Director of Public Works

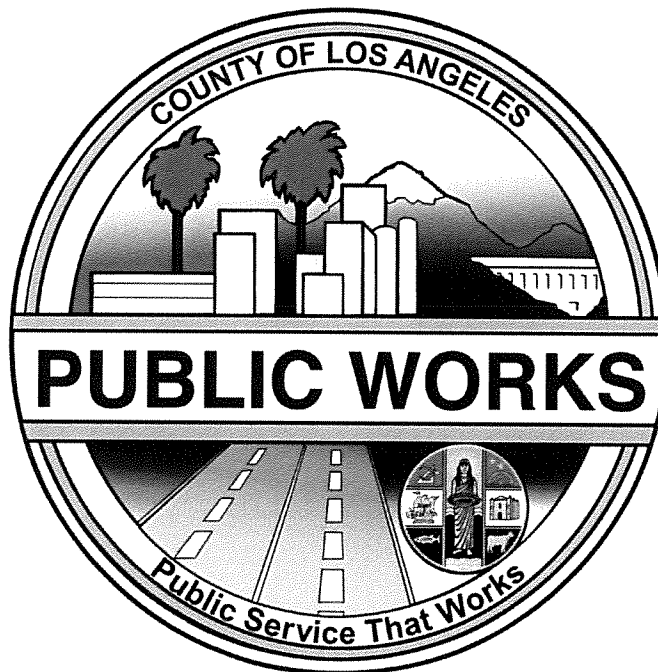

PAT PROANO
Deputy Director

JD

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Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR
ADVERTISING BUS BENCH PROGRAM
(2018-AN013)



Approved January 8, 2018
MARK PESTRELLA, Director of Public Works

By: [Signature]
Deputy Director

REQUEST FOR PROPOSALS
FOR
ADVERTISING BUS BENCH PROGRAM (2018-AN013)
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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

Each Proposer or an authorized representative must attend a Proposers' Conference to be held at the place, date, and time announced in the Notice of Request for Proposals. **ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** Proposals received from Proposers not signed in as attending this conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning the Request for Proposals (RFP), Contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum mandatory requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposers. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum and/or informational update, to all who attended the conference.

B. Minimum Mandatory Requirements

Interested and qualified Proposers, who can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements at the time of proposal submission:

1. Proposer or its managing employee(s) must have a minimum of 5 years of experience in providing and overseeing the operation of advertising at bus benches or bus shelters. **No subcontractors are allowed to meet this Minimum Requirement.**
2. Proposer or its managing employee(s) and/or subcontractor(s) must have at least 5 years of experience installing and maintaining bus benches and trash receptacles, as well as managing trash collection activities.
3. Proposer's submitted Form PW-2 (Monetary Compensation) must provide for compensation to the County of a Minimum Annual Fee (MAF) of \$40 or greater per Advertising Benches or the Percentage of Gross Revenue (PGR) stated in Form PW-2, whichever is greater.

4. Proposer and/or its subcontractor(s) must submit copies of a valid and active State of California Contractor's Class C-61, subcategory D-38 (Sand and Water Blasting) license. This license must stay valid and active during the term of this Contract.
5. Proposer and/or its subcontractor(s) must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Proposers and/or its subcontractor(s) who do not possess the permits at the proposal deadline date may submit a copy of a receipt and an invoice from DPH to Proposers and/or its subcontractor(s) for permit fees.

Please note the following regarding Performance Bond and Payment Bond:

1. If awarded this contract, the Proposer must have the ability to provide a faithful performance bond in the sum of not less than \$100,000, as specified in Part I, Section 2.A.12, Insurance and Bonds, and Section 4.A, Award of Contract; Part II, Sample Agreement; Exhibit F, Performance Requirements Summary; and Exhibit O, Sample Bond for Faithful Performance.
2. If awarded this contract, the Proposer must also have the ability to provide a faithful payment bond in the sum of not less than \$100,000, as specified in Part I, Section 2.A.12, Insurance and Bonds, and Section 4.A, Award of Contract; Part II, Sample Agreement; Exhibit F, Performance Requirements Summary; and Exhibit P, Sample Payment Bond.

C. Contract Analysts

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

County of Los Angeles Department of Public Works
Business Relations and Contracts Division – 8th Floor
Attention Ms. Jessica Dunn or Mr. Jairo Flores
P.O. Box 1460
Alhambra, CA 91802-1460

E-mail: jdunn@dpw.lacounty.gov

or

E-mail: jflores@dpw.lacounty.gov

Telephone: (626) 458-4169

Telephone: (626) 458-4069

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

D. Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Contract and/or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202).

E. County Rights and Responsibilities

The County has the right to amend this RFP by written addendum prior to the proposal submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. Addendums shall be made available to each person or organization that attended the Proposers' Conference. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

F. Defaulted Property Tax and Reduction Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). The successful Contractors should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors, if any.
2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-16). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the noncompliant Contractor (Los Angeles County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for Contract award. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

H. Indemnification and Insurance

The successful Contractor will be required to comply with the indemnification provisions contained in Exhibit B, Section 5, Indemnification and Insurance Requirements. The Contractor will be required to procure, maintain, and provide the County proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed Contract without interruption or break in coverage.

I. Injury and Illness Prevention Program

The successful Contractor will be required to comply with the State of California's Cal/OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program that addresses hazards pertaining to the particular workplace covered by the program.

J. Interpretation of Request for Proposals

The definitions and other rules of interpretation set forth in Part II, Sample Agreement and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFP.

K. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. Proposals that fail to comply

with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.

2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "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 the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.
3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the 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. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the

Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

L. County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities. The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

1. Local Small Business Enterprise (LSBE) Preference Program

- a. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- b. To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>.
- c. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their proposal.
- d. Information about the State's small business enterprise certification

regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

2. Social Enterprise (SE) Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
 - i. A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - ii. A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.
- b. Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their proposal.
- c. Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

3. Disabled Veteran Business Enterprise (DVBE) Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
 - i. A business which is certified by the State of California as a DVBE; or
 - ii. A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
 - iii. A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

- b. The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA's inclusion policy that meets the criteria set forth by the agencies above.
- c. Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their proposal.
- d. Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.
- e. Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov>.

M. Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. The proposed Contract will only be awarded to the entity that submitted the proposal. Any acquisitions and merger will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation, and evaluated in accordance with the Board's policy regarding Contractors engaged in mergers and acquisitions. Failure of the Proposer to provide this information may eliminate its proposal/bid from any further consideration.

N. Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed and approved invoice.

O. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit

Advertising Bus Bench

corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective Contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County.

In Form PW-12, prospective Contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract; or
2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County Contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for Contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both (County Code, Chapter 2.202).

P. Proposal Requirements and Contract Specifications

1. Persons who wish to Contract with the County may respond to this RFP by submitting a proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for proposals are explained in Part I of this RFP.
3. The proposed Contract's specifications and requirements are fully described in Part II, Sample Agreement; any Exhibits; and Attachments. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Listing of Contractors Debarred in Los Angeles County; and Attachment 3, County of Los Angeles Lobbyist Ordinance.
4. Dates and times of the Proposers' Conference and for the submission of proposals are set forth in the Notice of Request for Proposals.

Q. Security and Background Investigations

Background and security 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.

R. Vendor Registration

Proposers must register online with the County's web-based vendor registration system to facilitate the Contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at <https://camisvr.co.la.ca.us/webven/default.asp> and click on "New Registration". Being registered will assist the Proposer in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

S. Time Off for Voting

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

T. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veterans Enterprise (DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply

with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

U. Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Form PW-17, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.OO, Compliance with County's Zero Tolerance Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

Proposals shall be bound and presented in the sequence, with the content tabbed and paginated in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the proposal as nonresponsive at the County's sole discretion:

1. Title page

The title page shall show the Proposer's name, title of the service requested, local address, telephone number, and date of submittal.

2. Table of Contents

A comprehensive table of contents shall list all material included in the proposal.

3. Letter of Transmittal

A person legally authorized to enter into Contracts for the Proposer shall sign the Letter of Transmittal. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, e-mail addresses, and telephone numbers.

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

Proposer must provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. The "Statement of Information" must list the corporate officers. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers.

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most

recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

FAILURE TO PREPARE AND INCLUDE AN EXPERIENCE SECTION MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Proposer's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation and assessment. The narrative should discuss each of the following subject areas:

- a. Background.
- b. Organization (provide a chart or outline of the firm's organizational structure showing the roles of all personnel involved with this Contract, if awarded, identifying each by name/position).
- c. Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, Subcontractors, and any other staff involved with this Contract, if awarded.
- d. Provide additional information for staff involved with this Contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A, Scope of Work.
- e. Demonstrate how the Proposer complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements.

6. Work Plan

FAILURE TO PREPARE AND INCLUDE A WORK PLAN MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Describe comprehensively and in detail how the service will be performed to meet or exceed the requirements of Exhibit A, Scope of Work. Prepare and include a staffing plan that specifically describes the number of staff who will be committed to the Contract work and their qualifications. If possible, list them by name. Describe and include the schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in the Scope of Work. These may include personnel management, training, subcontracting, emergency and contingency planning, recruitment and replacement, supervision, supplies, uniforms, identification badges, safety, communications, and quality control.

The County **may award higher points** to work plans that commit to specific staffing levels and staff qualifications that exceed the Contract requirements, which include the following:

- a. Proposer's plan details the number of full-time and part-time personnel including, but not limited to, key management, maintenance staff, road supervisors, administrative staff, assigned to perform the Contract work.
- b. Proposal includes resumes for each of their key management personnel and supervisors, along with the license and/or permits, as applicable.

The County **may give reduced points** to work plans that omit any of the following:

- a. Proposer's plan and schedule to provide, install, maintain, repair, and operate approximately 800 advertising benches; and
- b. Proposer's plan and schedule to provide, install, repair, and service trash receptacles at up to 33 percent of the Advertising Bus Bench locations; and
- c. Proposer's plan demonstrating how wastewater will be handled during pressure washing operations.
- d. Advertising Bench Designs
 - 1. Proposer must submit three proposed Advertising Bench designs.
 - 2. Proposer shall submit photos, pictures, specifications, and/or drawings of the proposed Advertising Bench designs that will aesthetically complement the various neighborhoods or communities.
 - 3. Proposer shall propose an Advertising Bench design that utilizes the minimum area footprint necessary and meets the design criteria described in Exhibit A, Section F, Advertising Bench Design.
- e. Trash Receptacles Designs
 - 1. Proposer must submit three proposed Trash Receptacle designs.
 - 2. Proposer shall submit photos, pictures, specifications, and/or drawings of the proposed Trash Receptacle with a design aesthetically and color matched with the proposed Advertising Bench.

3. Proposer shall propose a Trash Receptacle design that utilize the minimum area footprint necessary and meets the design criteria described in Exhibit A, Section F.

7. Quality Assurance Program

Describe Proposer's Quality Assurance Program (Program) that will be utilized by the Proposer as a self-monitoring tool to ensure that these services are performed in accordance with the County's Contract requirements and recommendations. The Program must ensure service deliveries outlined in Exhibit A, Scope of Work, are completed in a timely manner, the services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Proposer's organizational process for consistently delivering those requirements.

The Proposer's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries.

At a minimum, the Program outlined in your proposal shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Proposer, Subcontractors, if any, and suppliers must be described. If a Subcontractor is to perform work, the Program must detail how that Subcontractor will interface with the Proposer and how the Proposer will ensure that the Subcontractor complies with the Program.
- b. Inspection Fundamentals – The Proposer shall provide samples of forms that outline required operations and quality levels. The proposal must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program shall detail how the Proposer will maintain inspection records and make them available to the County.

8. Equipment

The Proposer shall submit an inventory list of service and support vehicles, pressure wash vehicles, and maintenance and waste collection vehicles, and all other operable equipment, which shall include the number of vehicles, make and model consistent with the work plan to cover the maintenance work for all advertising benches, dedicated and/or designated as primary backup to be used to accomplish the work on Form PW-18,

Statement of Equipment Form. Proposer shall provide a detailed and comprehensive narrative, that describes how the Proposer's configuration and equipment are in compliance with Exhibit A, Scope of Work. The proposal shall also include a list of maintenance and communication equipment to adequately carry out the day-to-day activities required under this Contract. The equipment may be subject to field inspection by Public Works.

9. Subcontractors

If Subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.

10. Financial Resources

Submit copies of the proposing entity's financial statements, which have been prepared by a Certified Public Accountant for the most current three full fiscal years. All the financial statements submitted shall be prepared in accordance with Generally Accepted Accounting Principles. Statements should include the company's assets, liabilities, and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement, and statement of cash flow. All pertinent schedules and footnotes, if applicable, should be provided for evaluation. If audited statements are available, these shall be submitted. Self-prepared financial statements, income tax returns, and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part I, Section 3.H, Notice to Proposers Regarding the Public Records Act.

11. Licenses and Permits

Submit copies of the Proposer's and/or Subcontractors' valid and active State of California Contractor's Class C-61, subcategory D-38 (Sand and Water Blasting) license; a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH). Proposers and/or its subcontractors who do not possess the Waste Collector Permit at the proposal deadline date may submit a copy of a receipt and an invoice from DPH to Proposers and/or its subcontractors for permit fees.

12. Insurance and Bonds

Submit completed and signed Form PW-15, Proposer's Insurance Compliance Affirmation, and Form PW-20, Proposer's Performance Bond and Payment Bond Affirmation, acknowledging that the Proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, and Paragraph Ten and Eleven of the agreement (Payment Bond and Performance Bond), of this Request for Proposals if awarded the Contract. In Form PW-15, Proposer affirms that the Proposer

will procure, maintain, and provide the County with proof of insurance and coverage, and Form PW-20, Proposer affirms that the Proposer will procure, maintain, and provide the County with performance and payment bonds, as specified by this Request for Proposals throughout the entire term of the proposed Contract, where the bonds shall be maintained to provide for continuing liability in the said amounts, including timely renewals, not withstanding any payment or recovery thereon.

13. Forms List

Complete and submit the following forms, which are included in the RFP package:

PW-1	Verification of Proposal
PW-2	Monetary Compensation
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request an RFP Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst.)
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation

PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Statement of Equipment Form
PW-19	Proposer's Compliance with the Minimum Requirements of the RFP
PW-20	Proposer's Performance Bond and Payment Bond Affirmation

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal to disqualification, at the sole discretion of the County.)

14. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to Contractors in general. If Subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each Subcontractor contemplated:

PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-7	Proposer's Equal Employment Opportunity Certification
PW-9	Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-12	Charitable Contributions Certification

15. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last section of the proposal and be labeled "Additional Information." If there is no additional information the Proposer wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

B. Proposal Submission

1. Proposals shall be submitted with **seven** complete sets of the proposal that includes all related information in the following formats:
 - Paper: One original and four copies.
 - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
 - One original electronic copy.
 - One redacted electronic copy – Proposer shall redact any trade secret, confidential, proprietary, or other personal information from the proposal such as Social Security numbers.

Please note: The two electronic copies of your proposal will **not** be used for evaluation purposes. The evaluators will evaluate the content of the original, hard copies of the submitted proposal only. Proposers are responsible to include paper copies of all information, including information on the electronic copies, to the hard copies of the proposal for such information to be evaluated.

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

2. Submit Proposals to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFP. Proposals are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
4. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the proposal submission deadline. Delays and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals

The right is reserved to reject any or all proposals that, in the judgment of the Board or Director, are not in the best interests of the County/Public Works/Special Districts. The County further reserves the right to cancel this request for proposals at any time at its sole discretion. In the event of any such rejection of proposals or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of a proposal.

Proposals signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the proposal may be rejected as unauthorized and nonresponsive.

No proposal will be considered unless the Proposer submits a proposal for all requested items. If the solicitation document requests multiple quotations, no Proposal will be considered unless the Proposer submits a price on all items within each category; however, the solicitation document may not require the Proposer to submit a price on all of the categories.

B. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their Proposal irregular and may cause its rejection as nonresponsive.

C. County Responsibility

The County will not be responsible for representation made by any of its officers or employees prior to the execution of the proposed Contract unless such understanding or representation is included in the proposed Contract.

D. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible Contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts including, but not limited to, County Contracts. Particular attention will be given to violations of labor laws related to employee

compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of Subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be nonresponsible for purposes of the proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest-rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to any proposed Subcontractors of Proposer on County Contracts.

E. Disqualification of Proposers

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one proposal for the work contemplated may cause the rejection of all proposals in which such Proposer has interest on the basis of nonresponsibility and/or nonresponsiveness. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their proposals or future proposals on the basis of nonresponsibility and/or nonresponsiveness and may subject such Proposers to debarment.

F. Gratuities

1. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the proposed Contract.
2. A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

By submitting a proposal, Proposer shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a Contract, no claim will be made against the County based on this RFP including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these specifications and requirements, both in general and in detail, any drawings attached, and any additional communications sent and makes their proposal in accordance therewith. If Proposer's proposal is accepted, the Proposer will enter into a written contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2, Monetary Compensation, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-2, Monetary Compensation, and this RFP are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

H. Notice to Proposers Regarding the Public Records Act

1. Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when (1) Contract negotiations are complete; (2) Department receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and (3) Department releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055. Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of proposal submission will be accepted. The Proposers will not be granted opportunity to make any change or label any portion of their respective proposal as "Trade Secret," "Confidential," or "Proprietary" after the submission deadline of the proposals.
3. 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," Proposer 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.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code, Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the

responsibility of each Proposer to review the ordinance independently as the text of the ordinance is not contained in this RFP. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code, Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the Proposal submission is its certification that it is in full compliance with Los Angeles County Code, Chapter 2.160. See Attachment 3 regarding County Lobbyist.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other 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 circumstance, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the 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 the County or any other public entity.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the 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 the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than five years, that Proposer 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. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer 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 the County.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer 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, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the 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 the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
7. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
8. These terms shall also apply to proposed Subcontractors of Proposer on County Contracts.
9. Attachment 2 is the link to a Listing of Contractors Debarred in Los Angeles County.

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the Guaranteed MAF times the Advertising Benches does not agree with the total MAF entered or if the total amount is not entered, the Guaranteed MAF and the corrected total MAF will be considered as representing the Proposer's intentions. If the total MAF amount is

entered, but not the Guaranteed MAF, the Guaranteed MAF will be that which is derived by dividing the total amount proposed for the MAF by the number of Advertising Benches as representing the Proposer's intentions. If the total MAF is incorrectly calculated, the corrected total MAF will be considered as representing the Proposer's intentions.

M. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their proposal, on Form PW-4, Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

N. Qualifications of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended Contract, based both on financial strength and experience as a Contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications and requirements. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the proposal on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractors

Proposers shall list all Subcontractors, if any, to be used on the List of Subcontractors (Form PW-8). The use of Subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors shall not be listed for the same work.

P. Safely Surrendered Baby Law

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

Q. Term of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of 270 days following the deadline for submission of proposals.

R. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for the rejection of the proposal. The evaluation and determination in this area will be at the Director's sole judgment and the Director's judgment will be final.

S. Wages, Materials, and Other Costs

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

T. Consultant Independent

Proposers that assisted the County in developing or preparing a solicitation document, pursuant to a consultant Contract, are precluded from subsequently being involved in the bidding process on that solicitation document.

U. Acceptance of Terms and Conditions

Each Proposer understands and agrees that submission of proposals in response to this RFP constitutes acknowledgment and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all addenda to the RFP.

SECTION 4

EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

A. Award of Contract

Subject to the right of the Board to make the ultimate decisions concerning the award of Contracts, the County intends to award a Contract to the highest-rated Proposer based on the evaluation criteria in Part I, Section 4.E, Evaluation Criteria, whose proposal(s) provide(s) the most beneficial program and price, with all other factors considered. The County retains the right to select a proposal other than the proposal receiving the highest number of points, if County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of the County. The recommended awardee shall sign and return the Agreement within 14 calendar days of its mailing to the recommended awardee for signature by Public Works. The recommended awardee shall submit copies of its proof of insurance coverage and original performance bond, and payment bond, within 14 days after Board approval of the proposed Contract or at least 14 days prior to the proposed Contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a proposal, the terms of any resultant Contract/agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract, or to award a Contract to a Proposer other than the highest-rated Proposer.

C. Evaluation of Proposals

1. All responses to this RFP become the property of the County. Upon receipt of the proposal as specified and evaluation of proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting proposals. The proposed Contract may be submitted to the Board for consideration and possible approval.
2. The County may require whatever evidence it deems necessary to determine the Proposer's overall and specific abilities to meet the requirements of proposed Contract over the entire Contract term. This determination will be based on, but not limited to, an evaluation of the Proposer's experience, personnel, financial stability and resources, work plan, cost to perform requested services, and staffing plan.

3. The County reserves the sole right to judge the Proposer's written and oral representations and to review, evaluate, and select the successful proposal(s).
4. The County may make on-site inspections of Proposer's current jobs and/or facilities.
5. The County, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP's requirements.
6. The County may utilize the services of appropriate experts to assist in the evaluation process.

D. Pass/Fail Review

Proposals will be reviewed on a Pass/Fail basis concerning the items listed below. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer is signed in as attending the Proposers' Conference.
2. Proposal was time stamped by the Cashier prior to the deadline for submission of the proposal. Any proposal without a Public Works time stamp verifying that the deadline for submission has been met will be rejected.
3. Proposer and Subcontractors, if any, has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed and signed Form PW-19.
4. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A
5. Proposer has submitted appropriate state license(s) and permit(s) required to perform the service listed below:
 - a. Proposer's and/or Subcontractor's valid and active State of California Contractor's Class C-61, subcategory D-38 (Sand and Water Blasting) license
 - b. Active and valid Waste Collector Permit issued by the County Department of Public Health (DPH). Proposers and/or subcontractor(s) who do not possess the permits at the proposal deadline date may submit a copy of a receipt and an invoice from DPH to Proposers and/or its subcontractor(s) for permit fees.
6. Proposer and Subcontractors, if any, have completed and signed all appropriate forms.

E. Evaluation Criteria

All proposals will receive a composite score (rating) and be ranked in numerical sequence from highest to lowest based on the following criteria:

1.1 Advertising Monetary Compensation to County: [30 points (20 + 10 bonus points)]

In order to receive full weight of the scoring in the Monetary Compensation category, the proposal shall comply with the following:

The County intends to award a Contract to the Contractor that is committed to pay the County a Guaranteed Minimum Annual Fee (MAF) (minimum \$40) per Advertising Bench per year. The total amount of MAF for the first Contract year must be a minimum of \$32,000. Proposers shall indicate the MAF in Form PW-2, Monetary Compensation. Submitted proposals with a guaranteed MAF (minimum \$40) per Advertising Bench or greater will receive a prorated score calculated as follows: divide the Proposer's MAF (after Preference Program Adjustment) by the highest proposed MAF (after Preference Program Adjustment) and multiply the result by 20 points under this evaluation criterion category. Submitted proposals with an annual Percentage of Gross Revenue (PGR) will receive a prorated bonus score in the Monetary Compensation category of up to 10 points as described in Section E.1.2, Bonus Points.

Prior to scoring, the proposed MAF must be adjusted in accordance with the LSBE, DVBE, or SE Preference Program, as applicable.

- LSBE, DVBE, or SE Preference Program: To the extent permitted by State and Federal law, should one or more of the Proposers qualify for the County's Preference Programs stated in Part I of Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Consideration Information Form, the MAF component points will be adjusted prior to scoring as follows: 15 percent of the highest MAF proposed will be calculated, which shall not exceed \$150,000 and that amount will be added to the MAF submitted by all LSBE, DVBE, or SE Bidders who requested and were granted the LSBE, DVBE, or SE Preference Programs. The LSBE, DVBE, or SE Preference Programs will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

The proposal with the highest Total Monetary Compensation may not necessarily be awarded a Contract.

1.2 Bonus Points (up to 10 additional bonus points)

Proposals that provide an annual Percentage of Gross Revenue on Form PW-2 will receive a prorated score calculated as follows: divide the Proposal's Percentage per year (after Preference Program Adjustment) by

the highest proposed Percentage (after Preference Program Adjustment), and multiply the result by 10 bonus points.

The proposal with the highest total Monetary Compensation may not necessarily be awarded a contract.

Example of calculation:

	Proposer A	Proposer B	Proposer C
LSBE, DVBE, SE (Yes / No)	Yes	No	Yes
Proposed MAF per Advertising Bench per year	\$60	\$50	\$40
Percentage of Gross Revenue	20%	15%	10%
LSBE, DVBE, SE Preference (if applicable)	$\$60 \times 15\% = \9 20% x 15% = 3%	n/a	$\$60 \times 15\% = \9 20% x 15% = 3%
Adjusted MAF per Advertising Bench per year	\$69 23%	\$50 15%	\$49 13%
Calculation for Guaranteed MAF (Minimum \$40.00) (20 points)	$(\$69/\$69) \times 20 = 20$ points	$(\$50 / \$69) \times 20 = 14.5$ points	$(\$49 / \$69) \times 20 = 14.2$ points
Calculation for Bonus Points – Percentage of Gross Revenue (10 points)	$(23\%/23\%) \times 10$ points = 10 points	$(15\%/23\%) \times 10$ points = 6.5 points	$(13\%/23\%) \times 10$ points = 5.7 points
Total Points (including LSBE, DVBE, SE Preference, and Bonus Points)	30 points	21 points	19.9 points

2. Performance History/References (10 points)

a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 2.5 points for each responding reference up to a total of four responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous 3 years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County, or other,

listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

b. Potential Deductions

In addition to the references provided, the review will include the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other Contracts. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County Contract(s), as documented by either the County's Contract Database or CARD by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.

3. Experience (20 points)

Proposers or its principals, managing employees, on-site supervisors, other key staff, presenters, Subcontractors, and any other staff involved with this Contract will be evaluated on the experience submitted as part of Section 2.A.5 (Experience). The evaluators may give reduced scores to any Proposer that omits or fails to sufficiently address any of the items specified in Section 2.A.5 of this RFP. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, supervising employees, and Subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes submitted pursuant to Part I, Section 2.A.5, and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated Contract(s) reported on Form PW-13, Proposer's List of Terminated Contracts. The evaluators may consider the safety record of the Proposer and any

Subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

4. Financial Resources (10 points)

The proposal may be submitted to Public Works financial staff for comments and/or evaluation. The Proposer's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can continue to perform the work throughout the term of the Contract. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given a low or zero score.

A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive. Public Works reserves the right to review the Proposer's active and expired Contracts awarded by the County and/or other local agencies, additional business history, and/or other information to demonstrate financial resources and viability, verified by an independent third-party. Although no additional points will be awarded as a result of this review, a favorable finding may result in Public Works not rejecting the proposal as nonresponsive, even though the proposal may have scored a zero in this category.

Significant unacceptable weakness in the Proposer's Financial Resources or lack of it in the proposal may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive. Public Works reserves the right to review Proposer's active and expired Contracts awarded by the County and/or other local agencies to verify Proposer's Financial Resources. Although no additional points will be awarded as a result of this review, a favorable finding may result in Public Works not rejecting the proposal as nonresponsive even though the proposal may have scored a zero in this category.

5. Work Plan (30 points)

Proposers will be evaluated on the Work Plan submitted as part of Section 2.A.6 (Work Plan). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in Section 2.A.6 of this RFP. Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most

comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum work requirements.

The evaluators will award higher scores to work plans that commit to specific staffing levels and staff qualifications that exceed the requirements of the work.

Comprehensiveness of the Work Plan will be evaluated based on detailed, specific discussion of all issues relevant to the work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, safety, communications, quality control, and other issues.

The evaluation committee may make these determinations from all relevant information presented in the proposal, which may include the work plan, staffing plan, quality assurance plan, schedules, and other documents. If an interview or presentation occurs, it may also be considered.

Significant unacceptable weakness in any of the Work Plan subject areas or omission of a Work Plan from the proposal at the time of submission may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive.

6. Equipment (10 points)

The evaluators may award up to maximum of 10 points based on their evaluation of the Proposer's equipment to meet or exceed all of the requirements set forth in Exhibit A, Scope of Work.

A review of the Proposer's equipment to be dedicated and/or designated as backup to perform the work, as listed on the Statement of Equipment Form (Form PW-18), will be made. List vehicles separate from other equipment. Public Works reserves the right to conduct on-site inspections of equipment listed on this form.

The Proposer's equipment may be evaluated based on the following criteria, but is not limited to, the type and quantity of equipment within the organization's fleet, type and quantity of equipment dedicated to the service, date of manufacture/purchase, up-to-date maintenance, and service records.

Significant unacceptable weakness in the Proposer's equipment may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

7. Optional Interview/Clarification

The County may, at its option, invite one or more Proposers to make a written or verbal clarification, presentation, and/or participate in an

interview before a final selection is made. Evaluation criteria for any additional information provided is the same as that for written proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the one or more Proposers who receive the highest scores in a preliminary scoring of proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria.

8. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

F. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of proposals in accordance with the evaluation criteria set forth in this Part I, and Section 4.E, Evaluation Criteria. The negotiation with the Proposer will not result in a change in the rating of the Proposers. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a proposal, as determined by the County.

In the event that the highest-rated Proposer receives a low score or zero score in Financial Resources criteria in this Part I, Section 4.E, Evaluation Criteria, Public Works reserves the right to request a County-approved performance guaranty such as a letter of credit or performance bond in an amount up to 100 percent of the annual Contract amount. If the Proposer is unwilling to provide the requested performance guaranty acceptable to the County or is unable to provide the performance guaranty within the requested time frame from the County, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a proposal, as determined by the County.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

1. Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in paragraph C, Solicitation Requirements Review, below. Any Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in Sections below. Additionally, any Proposer may obtain copies of proposals and Public Works evaluation documents as provided in Part I, Section 3, paragraph H. Under any such review, it is the responsibility of the Proposer challenging the decision of Public Works to demonstrate that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award as the case may be.
2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of a solicitation for Board-approved services Contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of the Solicitation Requirements
- Review of a Disqualified Bid/Proposal
- Review of the Proposed Contractor Selection

C. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to Public Works conducting the solicitation as described in this paragraph. A Request for a Solicitation Requirements Review may be denied, in Public Works' sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document.

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.
4. The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.
5. The Solicitation Requirements Review will be completed and Public Works' determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/proposal due date.

D. Place to Submit Requests for Review

All Requests for Review shall be submitted to the Contract Analyst.

E. Disqualification Review

1. A bid/proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review within the time frame specified in the written determination.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The person or entity requesting a Disqualification Review is a Proposer.
 - b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination).
 - c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where proposals are evaluated and scored in accordance to Section 4, Evaluation of Proposals, the following provisions shall apply:

1. Upon completion of the evaluation, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, any nonselected Proposer may submit a written request for a Debriefing within the time frame specified in the letter. A request for a Debriefing may, in Public Works' sole discretion, be denied if the request is not received within the specified time frame.
2. The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although Public Works may inform the requesting Proposer of its relative ranking.
3. During or following the Debriefing, Public Works will instruct the requesting Proposer of the manner and time frame in which the requesting Proposer must notify Public Works of its intent to request a Proposed Contractor Selection Review, below, if the requesting Proposer is not satisfied with the results of the Debriefing.

G. Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and time frame as specified by Public Works. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, Public Works will notify the remaining bidders in writing that Public Works is entering negotiations with another bidder. Public Works will instruct the remaining bidders of the manner and time frame in which each remaining bidder must notify Public Works of its intent to request a Proposed Contractor Selection Review, should such remaining bidder desire to have such a review performed.

A request for a Proposed Contractor Selection Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer.

2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. Public Works made identifiable mathematical or other errors in evaluating bids/proposals, resulting in the Proposer receiving an incorrect score, and not being selected as the recommended Contractor.
 - c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by State or Federal law.
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Works' alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Works representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and time frame for requesting a review by a County Independent Review, paragraph H, below.

H. County Independent Review Process

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and time frame specified by

Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

2. A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The person or entity requesting review by a County Independent Review is a Proposer.
 - b. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
 - c. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from Public Works' written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in paragraph G above.
3. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

TABLE OF FORMS

PW-1	VERIFICATION OF PROPOSAL
PW-2	MONETARY COMPENSATION
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR COUNTY'S PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-14	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-15	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-16	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-17	ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION
PW-18	STATEMENT OF EQUIPMENT FORM
PW-19	PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP
PW-20	PROPOSER'S PERFORMANCE BOND AND PAYMENT BOND AFFIRMATION

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

DATE: _____, 2018		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. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: _____			
DECLARANT INFORMATION			
3. Name Of declarant: _____			
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: _____			
PROPOSER INFORMATION			
6. Proposer's full legal name:		Telephone No.:	
Physical Address (NO P.O. BOX):		Mobile No.:	
e-mail:		Fax No.:	
County WebVen No.:	IRS No.:	Business License No.:	
7. Proposer's fictitious business name(s) or dba(s) (if any): _____			
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 type="checkbox"/> A corporation:	Corporation's principal place of business: _____		
	State of incorporation: _____		Year incorporated: _____
<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)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input 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. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
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:
Type name and title: _____			

MONETARY COMPENSATION FOR ADVERTISING BUS BENCH PROGRAM (2018-AN013)

Instructions: Please complete the corresponding Guaranteed Minimum Annual Fee (MAF) and Percentage of Gross Revenue (PGR), if any, that Proposer will pay to the County under this Contract.

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) and pay the following Minimum Annual Fee (MAF) or Percentage of Gross Revenue (PGR) proposed below, whichever is greater.

Minimum Annual Fee (MAF): Contractor shall pay County the proposed Guaranteed MAF indicated below multiplied by 800 Advertising Benches. The MAF shall be a minimum of \$40 per bench and the, total MAF for the first year must meet or exceed Thirty-Two Thousand and 00/100 Dollars (\$32,000.00). Payment of the Guaranteed MAF for subsequent years will be calculated based on the number of Advertising Benches installed by the last day of the previous year multiplied by the Guaranteed MAF amount per Advertising Bench per year.

Guaranteed MAF:	\$	per Advertising Bench per year
	x 800	Advertising Benches for 1st year
	\$	Total MAF for 1st year to be paid by Contractor within 30 days of the start of the first Contract year

Percentage of Gross Revenue (PGR): Contractor shall pay County the proposed Percentage indicated below of the gross advertising receipt revenue for the Advertising Benches installed by the last day of the previous Contract year, or the Guaranteed MAF identified above, whichever is greater.

Percentage (PGR):	%	of gross advertising revenue
------------------------------	---	------------------------------

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

**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:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
(Type of Goods or Services):		

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

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

	2013	2014	2015	2016	2017	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

Name of Proposer or Authorized Agent (print) _____

Signature _____

Date _____

CONFLICT OF INTEREST CERTIFICATION

I, _____

- ☐ sole owner
☐ general partner
☐ managing member
☐ President, Secretary, or other proper title) _____

of _____

Name of proposer

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

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

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

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

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

Signed _____

Date _____

PROPOSER'S REFERENCE LIST**PROPOSER NAME:** _____**PROPOSED CONTRACT FOR:** _____

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

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

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

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

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

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

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

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

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

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

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

Proposer	
Authorized representative	
Signature	Date

LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

FORM PW-8

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your subcontractor is currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below. (make copy of this form, if necessary)

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date

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

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

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

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

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

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

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

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

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

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

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

- ☐ **DCBA certification is attached.**

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

FORM PW-9

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

FIRM NAME:

My County (WebVen) Vendor Number:

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

- V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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

Authorized Signature:	Title:	Date:
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GAIN and GROW EMPLOYMENT COMMITMENT

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

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 **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach 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

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION**YES****NO**

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

()

()

OR**YES****NO**

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

()

()

Signature

Date

Name and Title (please type or print)

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: _____

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

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

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

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

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

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

SIGNATURE _____

DATE: _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

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

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

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

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

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

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

Signature of Proposer: _____ Date: _____

ADVERTISING BUS BENCH PROGRAM (2018-AN013)
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Proposer's Name

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: _____

**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.

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.

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:	Title:
Signature:	Date:

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

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

PROPOSER CERTIFICATION

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

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title
Signature:	Date:

PROPOSER'S NAME:

ADDRESS:

TELEPHONE:

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

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

[illegible]

ADVERTISING BUS BENCH PROGRAM (2018-AN013)
MINIMUM REQUIREMENTS AFFIRMATION

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form and/or your Proposal may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

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

1. Proposer or its managing employee(s) must have a minimum of 5 years of experience in providing and overseeing the operation of advertising at bus benches or bus shelters.
No subcontractors are allowed to meet this Minimum Requirement.

Proposer Name/ Name of Managing Employee	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*

*List the page number in the proposal containing the proposer or its managing employee(s)' resume/experience. (Please attach additional pages if needed.)

- ☐ Yes. Proposer or its managing employee(s) do 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 validate this minimum mandatory requirement.)
- ☐ No. Proposer or its managing employee(s) do not meet the experience requirement stated above.
If you check this box, your proposal will be immediately disqualified as nonresponsive.

ADVERTISING BUS BENCH PROGRAM (2018-AN013)
MINIMUM REQUIREMENTS AFFIRMATION

2. Proposer or its managing employee(s) and/or subcontractor(s) must have at least 5 years of experience installing and maintaining bus benches and trash receptacles, as well as managing trash collection activities.

Proposer Name/ Name of Managing Employee/ Name of Subcontractor	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*

*List the page number in the proposal containing the proposer or its managing employee(s)', and/or subcontractor(s)' resume/experience. (Please attach additional pages if needed.)

- ☐ Yes. Proposer or its managing employee(s), and/or subcontractor(s) do 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 validate this minimum mandatory requirement.)
- ☐ No. Proposer or its managing employee(s), and/or subcontractor(s) do not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as nonresponsive.**

3. Proposer's submitted Form PW-2 (Monetary Compensation) must provide for compensation to the County of a Minimum Annual Fee (MAF) of \$40 or greater per Advertising Benches or the Percentage of Gross Revenue (PGR) stated in Form PW-2, whichever is greater.

- ☐ Yes. Proposer agrees to the minimum requirement stated above.
- ☐ No. Proposer does not agree to the minimum requirement stated above. **If you check this box, your proposal will be immediately disqualified as nonresponsive.**

ADVERTISING BUS BENCH PROGRAM (2018-AN013)
MINIMUM REQUIREMENTS AFFIRMATION

4. Proposer and/or its subcontractor(s) must submit copies of a valid and active State of California Contractor's Class C-61, subcategory D-38 (Sand and Water Blasting) license. This license must stay valid and active during the term of this Contract.

- ☐ Yes. Proposer and/or its subcontractor(s) have submitted a copy of a valid and active State of California Contractor's Class C-61, subcategory D-38 (Sand and Water Blasting) license. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates

- ☐ No. Proposer and/or its subcontractor(s) do not have the license as stated above. **If you check this box, your proposal will be immediately disqualified as nonresponsive.**

5. Proposer and/or its subcontractor(s) must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Proposers and/or its subcontractor(s) who do not possess the permits at the proposal deadline date may submit a copy of a receipt and an invoice from DPH to Proposers and/or its subcontractor(s) for permit fees.

- ☐ Yes. Proposer and/or its subcontractor(s) have submitted a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health. Please complete the chart below.

Permit No.	Name of the Permit Holder	Valid Dates	Page Number*

- ☐ Proposer and/or its subcontractor(s) do not currently have valid and active Waste Collector Permit; however, Proposer and/or its subcontractor(s) have submitted a copy of the DPH's receipt and invoice to proposer and/or its subcontractor(s) for permit fees.

DPH Invoice No. _____ Invoice Date: _____

- ☐ No. Proposer and/or its subcontractor(s) do not have the permit as stated above. **If you check this box, your proposal will be immediately disqualified as nonresponsive.**

ADVERTISING BUS BENCH PROGRAM (2018-AN013)
MINIMUM REQUIREMENTS AFFIRMATION

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

Signature	Title
Firm Name	Date

ADVERTISING BUS BENCH PROGRAM (2018-AN013)
PROPOSER'S PERFORMANCE BOND AND PAYMENT BOND AFFIRMATION

Proposer's Name

Address

- ☐ If awarded the contract: Proposer will provide a performance bond and payment bond as set forth in the Sample Agreement, as described in Paragraph Ten and Eleven of this Request for Proposals, and Proposer will procure, maintain, and provide the County the performance bond and payment bond, substantially in the form attached as Exhibit P and Q, in the sum not less than \$100,000 each, 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 bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon.
- ☐ Proposer will not provide a performance bond and payment bond as set forth in the Sample Agreement, as described in Paragraph Ten and Eleven of this Request for Proposals, and Proposer will not procure, maintain, and provide the County the performance bond and payment bond, substantially in the form attached as Exhibit P and Q, in the sum not less than \$100,000 each, 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 bonds shall be maintained to provide for continuing liability in the above amounts, including timely renewals, notwithstanding any payment or recovery thereon. If you check this box, your proposal will be immediately disqualified as non-responsive.

Print Name:	Title:
Signature:	Date:



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 4 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

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

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.

Part II

Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

ADVERTISING BUS BENCH PROGRAM
(2018-AN013)

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SAMPLE AGREEMENT FOR

ADVERTISING BUS BENCH PROGRAM (2018-AN013)

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (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 _____, 2018, hereby agrees to provide services as described in this Contract for Advertising Bus Bench Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Monetary Compensation; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Advertising Bus Bench Program Location Summary; Exhibit H, Unincorporated County Communities with Restrictions for Advertising Benches; Exhibit I, Government Code Section 4216-4216.9; Exhibit J, Advertising Bench Inspection Checklist; Exhibit K, Los Angeles County Watershed Map; Exhibit L, Department of Public Health Waste Collector Permit Application; Exhibit M, Outdoor Advertising Signs (and Billboards); Exhibit N, List of Code References for Installation of Advertising Benches; Exhibit O, Advertising Bus Bench Program Map; Exhibit P, Sample Bond for Faithful Performance; Exhibit Q, Sample Payment Bond; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works to grant CONTRACTOR exclusive right to construct, install, repair, maintain, operate Advertising Benches and Trash Receptacles, including leasing advertisements, under all terms of this Contract.

FOURTH: This Contract's initial term shall be for a period of ten years commencing on _____ or Board's approval or execution between both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to one additional five-year period and six month-to-month extensions, for a maximum total Contract term of fifteen years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least thirty days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full five years, this Contract may be renewed on a month-to-month basis, upon written notice to

the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: CONTRACTOR shall pay the COUNTY as follows:

- a. Minimum Annual Fee for initial 10-year term and the optional term:

Within 30 days of the start of the first Contract year, CONTRACTOR shall pay COUNTY a Guaranteed Minimum Annual Fee (MAF) of \$____ per Advertising Bench per year for a total of \$_____ for the initial 800 Advertising Benches, as stated in Form PW-2, Monetary Compensation. Payment of the Guaranteed MAF for subsequent years will be paid within 30 days of the start of each Contract year, and calculated based on the number of Advertising Benches installed by the last day of the previous Contract year multiplied by the Guaranteed MAF amount per Advertising Bench CONTRACTOR and COUNTY have agreed upon, as stated above.

- b. Within 30 days after the end of each Contract year, subject to the provisions of this Contract, CONTRACTOR shall pay COUNTY the Percentage of Gross Revenue (PGR) of ____ percent of the Contractor's gross advertising receipt revenue for the Advertising Benches installed by the last day of the previous Contract year or the Guaranteed MAF identified above, whichever is greater.

- c. The MAF amount may, at the sole discretion of the County, be increased but never decreased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the renewal date, which shall be the effective date for any Cost-of-Living Adjustments (COLAs). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each 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 COLAs will be granted. Upon approval of COLAs, a notification will be sent to the Contractor.

SIXTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract.

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

EIGHTH: 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 Q, inclusive, the COUNTY'S provisions shall control and be binding.

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

TENTH: The CONTRACTOR shall provide a performance bond, substantially in the form attached as Exhibit P, in the sum of \$100,000, 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, including, but not limited to, installation, maintenance and repair of bus benches, trash receptacles, timely payment of revenue due to the COUNTY, and restoration of the site, 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 of \$100,000 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.

ELEVENTH: The CONTRACTOR shall provide a payment bond, substantially in the form attached as Exhibit Q, in the sum not less than \$100,000 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 in a form that is satisfactory and acceptable to the COUNTY and shall be conditioned upon payment to all subcontractors, material suppliers, and laborers for equipment, materials and work performed under this Contract. The bond shall be maintained to provide for continuing liability in the above amount, including timely renewals, notwithstanding any payment or recovery thereon. A Certificate of Deposit, an irrevocable Letter of Credit, Certified Check, or Cashier's Check payable to the COUNTY OF LOS ANGELES upon

TWELFTH: 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.

Page 4 of 5

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:

MARY C. WICKHAM
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

ADVERTISING BUS BENCH PROGRAM (2018-AN013)

Introduction

Under this Contract, the County will grant the Contractor an exclusive interest to place new Advertising Bus Stop Benches (hereinafter referred to as Advertising Benches) within the unincorporated areas of the County of Los Angeles through the Advertising Bus Bench Program under the terms of this Contract (hereinafter referred to as Program). The Contractor shall: 1) provide, install, maintain, operate, repair, and provide as-needed services to meet all Contract requirements for Advertising Benches at bus stops and bus zones within the County of Los Angeles identified in Exhibit G, as may be amended according to the Contract terms, at no cost to the County; 2) provide, install, maintain and repair Trash Receptacles, including weekly trash pickup, for up to 33 percent of the Advertising Bench locations identified in Exhibit G, at no cost to the County; 3) comply with all design and technical specifications approved by the County, as specified in Section F, Advertising Bench and Trash Receptacle Design; and 4) pay County the guaranteed Minimum Annual Fees (MAF) or any proposed Percentage of Gross Revenue (PGR), whichever is greater, as indicated in Form PW-2, Monetary Compensation.

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Fred Wong of Programs Development Division who may be contacted at (626) 458-3907 or at frwong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager or designee (hereinafter collectively referred to as Contract Manager) is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

The Contractor shall construct, provide, install, maintain, repair, operate, and service approximately 800 Advertising Benches at transit stop locations in the unincorporated areas of the County of Los Angeles, as indicated in Exhibit G. Contractor shall provide, construct, install, repair, and service trash receptacles up to 33 percent of the Advertising Bench locations and as identified in Exhibit G. An in-depth view of the Advertising Bus Bench locations can be seen in the link on Exhibit O. All work shall be performed within the road right of way of unincorporated County of Los Angeles.

The County may request the Contractor to install Advertising Benches at new or existing bus stops at any time during the Contract term in addition to those

locations listed in Exhibit G. Such new Advertising Benches will become part of Exhibit G, as provided in Exhibit B, Section 2.A, upon completion of the installation.

The County reserves the right to temporarily or permanently add or remove Advertising Benches under this Contract at the County's sole and absolute discretion to serve the needs of the County, including, but not limited to, construction projects, bus stops cancelled or relocated by transit operators, accessibility issues, conflict with utilities, change of ridership, requests by County Supervisors or their constituents, municipal annexations, and incorporations. Advertising Benches removed from service under this Contract shall be removed from Exhibit G. The Contractor waives all claims against the County for losses of any nature caused by: 1) inadequate or less than expected advertising revenue; 2) reduction of Advertising Bench locations in Exhibit G, to less than 800 locations; or 3) damage or loss to Advertising Benches of any nature. The County will endeavor to keep a minimum of 800 Advertising Benches under this Contract, however, should the locations in Exhibit G result in less than 800 locations, the County shall not be in default under this Contract.

The County will notify Contractor of modifications to Advertising Bench locations, either additions, suspensions, and/or deletions in writing and shall modify Exhibit G, accordingly. When so notified, the revised Exhibit G, will become part of this Contract by change order, which shall be signed by Contractor.

It is understood and agreed by Contractor that the County does not guarantee that any Advertising Bench location identified in Exhibit G, will remain subject to this Contract for the full Contract term or for any other minimum time period.

C. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the MAF and any proposed PGR, whichever is greater, quoted by the Contractor in Form PW-2, Monetary Compensation, unless stated otherwise in the Contract.

D. Work Description

1. General

Under this Contract, the County will provide the Contractor with the exclusive right to place Advertising Benches in the road right of way of unincorporated County of Los Angeles at the locations identified in Exhibit G, in exchange for the Contractor meeting all Contract requirements.

The Contractor shall install, maintain, own, operate, repair, and provide Advertising Benches at Exhibit G, locations and shall remove or relocate preexisting benches at these locations at no cost of County as provided in Section G, Removal of Existing Bus Benches. The Contractor shall also provide, maintain, and repair trash receptacles and provide trash collection at up to 33 percent of the Advertising Benches locations and as identified in Exhibit G. Trash receptacles provided by Contractor may not be used to display advertising.

The Contractor shall provide all labor, supervision, materials, and equipment necessary for the routine and emergency installation, cleaning, repair, and maintenance of Advertising Benches and trash receptacles as described herein. Contractor shall also provide management and supervision of all personnel including supervisors, vehicles and equipment operators, dispatchers, and other construction or maintenance personnel; operation of training and safety programs; preparation of reports identified in Section DD, Report, and clerical, and bookkeeping services, and providing all staff, facilities, equipment, parts, and supplies required in the operation of this Program.

2. Objectives

The Contractor shall perform all work under this Contract in a manner to enhance the appearance and usefulness of bus stops to communities and to ensure proper operation and maintenance of bus stop amenities in unincorporated areas of Los Angeles County.

3. Commencement of Contract

- a. Within 30 days of the commencement of this Contract, the Contractor shall provide the following Schedules for approval of the Contract Manager (prior to commencing work):
 - i. Advertising Bench Removal and Installation Schedule (Removal and Installation shall be completed within one year after approval of Schedule, see Section G.2.
 - ii. Maintenance and Trash Collection Schedule and Routes that include Advertising Bench Locations, see Section K.
- b. Within 30 days of the start of each Contract year, the Contractor shall provide Guaranteed MAF payment, as described in Section P, and as provided in Form PW-2.

- c. Provide Waste Tonnage Report, Safety Inspection, and Inventory Reports in a timely manner, in compliance with Section DD.

E. Hours and Days of Service

No installation, maintenance (including trash collection), repair, relocation, or removal work shall be done during holidays or within the peak traffic hours from 6 a.m. to 9 a.m., and 4 p.m. to 7 p.m., Monday through Friday, unless the work is of an emergency nature and otherwise approved by the Contract Manager.

Holidays Observed by the County of Los Angeles are:

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

F. Advertising Bench and Trash Receptacle Design

1. Materials, Dimensions and Submittals

a. Advertising Bench Materials and Dimensions

The Advertising Bench shall be of contemporary style fabricated of high quality, durable and vandal-resistant materials. All metal Advertising Benches shall be painted, coated, powder coated or finished at the factory. All surfaces of the Advertising Bench that are accessible to the public must be graffiti resistant. The Advertising Bench shall be safely secured on concrete sidewalk and not able to be moved or lifted by any individual. The Contractor shall not place Advertising Benches on asphalt or dirt. In the event a location listed in Exhibit G, does not have concrete sidewalk to safely secure Advertising Benches, the Contractor must notify the Contract Manager via e-mail within two business days. The Contract Manager may provide Contractor a replacement location.

The overall length of the bench (parallel with curb) shall range from 72 to 96 inches, while the overall width of the Advertising bench (perpendicular to curb) shall be no more than 24 inches. The overall height of the bench shall not exceed 48 inches measured from grade.

b. Trash Receptacle Materials and Dimensions

The Trash Receptacle shall be of contemporary style fabricated of high quality, durable and vandal-resistant materials. All metal Advertising Benches shall be painted, coated, powder coated or finished at the factory. All surfaces of the Trash Receptacle that are accessible to the public must be graffiti resistant. Trash Receptacle shall be safely secured on concrete sidewalk and not able to be moved or lifted by any individual. In the event that a location listed in Exhibit G, does not have concrete sidewalk to safely secure Trash Receptacles, the Contractor must notify the Contract Manager via e-mail within two business days. The Contract Manager may provide Contractor a replacement location.

The overall length or diameter of the receptacle shall not exceed 30 inches. The Trash Receptacle shall have a hard liner with a minimum of 29-gallon capacity.

c. Design Drawing Submittals

Contractor shall submit its Advertising Bench and Trash Receptacle Design Drawings (including shop drawing, standardized site drawings, cut sheets, plans, technical data, etc.), as directed by the Contract Manager, to County within 30 days of the Contract Manager request. The County will either approve these Drawings, including the color for the Ad Benches and Trash Receptacles or return them to the Contractor with comments for revisions within 3 weeks of submission. The Contractor shall resubmit the Drawings for approval by the County, until such approval is received. All approved Advertising Bench and Trash Receptacle Design Drawings and any approved modification to the Drawings will be incorporated into Exhibit G of the Agreement through change orders.

All Design Drawings for Advertising Benches, including changes to approved Design Drawings, submitted by the Contractor to the County for review shall be stamped with a seal and signed by a California Registered Civil or Structural Engineer. The Contractor is responsible for all the associated costs to prepare, revise, and submit Drawings described herein.

d. Advertising Bench Anchoring Plans

The Design Drawings to be submitted by the Contractor in Section F.1.c shall include design standards that specify the method of anchoring Advertising Benches to sidewalks, either by standardized base, epoxy or cylinder bolts. Such standards shall be developed by a California Registered Civil or Structural Engineer. The Anchoring Plan shall be subject to review and approved by the County. Once approved by the County, Contractor may use this Advertising Bench anchoring method for all future Advertising Bench installations in the County. Contractor shall submit any modified anchoring plan for approval by the County prior to its use and, if approved, Contractor may thereafter use either method to anchor its future installations.

e. Dissimilar Metals

Dissimilar metals shall be insulated by painting with mastic at all contact points. Fasteners and hardware connecting dissimilar metals shall be stainless steel or cadmium plated.

f. Concrete

All concrete used to repair damaged sidewalks or to install new Advertising Benches shall be as specified on the County approved Design Drawings or per the Standard Specifications for Public Work Construction's latest edition, latest adopted edition.

2. Specifications

Unless otherwise specified, all design, installation, and relocation work performed shall conform to the Standard Specifications for Public Works Construction's (Green Book) latest edition, including the latest additions and amendments to the Standard Specifications for Public Works Construction (Gray Book), and applicable State and local laws. All work and workmanship deemed to be substandard or inadequate by the Contract Manager will be corrected or replaced at no cost to County. All proposed materials and construction methods are subject to structural review, inspection, and approval by the Contract Manager or designee.

3. Advertising Back Panel Requirements

One Advertising back panel is allowed and must be attached to the bench structure. The advertising panels on bus benches shall not extend beyond

the exterior limits of the benches. All advertising back panels shall adhere to the following guidelines:

- a) Advertising back panels must be single-sided and facing towards the street.
- b) Advertising back panels must not exceed 14 square feet in total sign area.
- c) The top of panels must not exceed a maximum height of 4 feet, measured vertically from the ground.

4. Maintenance Decals

Contractor shall place a telephone number conspicuously on the Advertising Bench, which will allow community members to contact Contractor for maintenance and/or repair.

5. Seating Capacity

The Advertising Bench shall provide a minimum seating capacity for three persons. The seating shall be separated by partitions to prevent anyone from laying down on the Advertising Bench.

G. Removal of Existing Bus Benches

As directed by the Contract Manager, the Contractor shall be responsible for the systematic removal, recycling, and/or disposal in compliance with all applicable legal requirements of any unpermitted or expired Advertising Benches discovered during the term of this Contract and existing Advertising Benches that were not removed under the current Advertising Bench permits in order to make way for the installation of Contractors' new Advertising Benches according to the approved Bench Installation and Removal Schedule (Section G.2). Contractor shall notify Contract Manager of any obstructions, including preexisting benches, that require removal in order to place Advertising Benches.

1. Responsibility of County to Direct Existing Permittees to Remove Its Benches

The County will direct the existing bench permittees to remove existing Advertising Benches as required for consistency with the Contractor's installation schedule described in Section G.2, Bench Installation and Removal Schedule, so that to keep the replacement period within one week in order to minimize any impacts to bus patrons. If, for any reason the existing Advertising Benches are not removed according to the

Contractor installation schedule, The County will authorize the Contractor to remove existing Advertising Benches and potentially store them for no more than 3 weeks on behalf of the County at no cost. Contractor is not authorized to remove unpermitted and/or expired Advertising Benches without prior written approval by the Contract Manager.

2. Bench Installation and Removal Schedule

Contractor shall provide the Contract Manager a Bench Installation and Removal Schedule spanning no longer than one year, for the removal of existing benches and installation of new Advertising Benches. This Schedule shall be provided to the Contract Manager within 30 calendar days of the effective date of the Contract, or a later date as agreed by the Contract Manager and must be approved by the Contract Manager prior to commencing work. All Benches must be replaced and/or installed within 1 year after commencement of Contract. Failure to adhere to the Bench Installation and Removal Schedule or complete required Advertising Bench and Trash Receptacle installations within 1 year from the commencement of the Contract may subject Contractor to Liquidated Damages as indicated in Section EE.3.j or may result in termination of Contract for Default if Contractor fails to provide and comply with corrective actions.

Contractor shall not remove any freestanding County owned nonadvertising benches or nonadvertising benches within bus shelters without prior written approval of the Contract Manager.

H. Installation of Advertising Benches

Contractor shall install or replace a minimum of 800 Advertising Benches, as listed in Exhibit G, in accordance with the approved Bench Installation and Removal Schedule. All new Advertising Benches shall be installed at existing or new bus stops or bus stop zones where there is concrete suitable for the installation of Benches. Advertising Benches must meet all legal requirements, including compliance with the Americans with Disabilities Act and - all requirements of this Exhibit. The Contractor shall verify bus stops have concrete sidewalk and check sidewalk width before Bench installation.

Advertising Benches shall comply with all applicable legal requirements, including but not limited to the Los Angeles County Planning and Zoning Codes, the most recent edition of the Caltrans Outdoor Advertising Act and Regulations, Los Angeles County General Plan, Community, Neighborhood and Area Plan, and County of Los Angeles Department of Public Works Building and Safety Division Building Code Manual #21-106 Article 2 (Exhibit M). Links to the

referenced legal requirements are listed in Exhibit N, List of Code References for Installation of Advertising Benches.

The Contract Manager shall have the right to direct Contractor to remove or relocate Advertising Benches at no cost to the County if Advertising Benches are not installed in compliance with the requirements in this Exhibit.

1. Advertising Bench and Trash Receptacle Placement

a) Number of Advertising Benches per Bus Stop

Contractor shall place a maximum of one Advertising Bench per bus stop or bus stop zone with one or more bus shelters, and a maximum of two Advertising Benches per bus stop or bus stop zone without an existing bus shelter, provided the location is able to accommodate the number of Advertising Benches in accordance with placement guidelines set forth in this section.

County may install or remove bus shelters at any bus stops at any time during the Contract term. Contract Manager or his designee may notify the Contractor to make adjustment to the number of Advertising Benches accordingly in compliance with this section.

b) Location and Communities with Regulations for Advertising Benches

Contractor shall NOT place an Advertising Bench at any bus stops or bus stop zones within an R1 Zoning (Single-Family Residence Zone), R2 Zoning (Two-Family Residence Zone), with one or more freestanding County-owned nonadvertising or community benches, or within specific communities as listed in Exhibit H, Unincorporated County Communities with Restrictions for Advertising Bench. If Contractor determines that a location is listed on Exhibit G, is subject to the foregoing limitations, Contractor must notify the Contract Manager via E-mail within two business days. The Contract Manager may provide a replacement location.

c) Site with Currently Installed Transit Shelter and/or Trash Receptacle

Unless approved by the Contract Manager, an Advertising Bench installed adjacent to a transit shelter must be placed in a manner so that the backside or rear legs of the Advertising Bench are aligned with the backside or rear leg of the transit shelter. If a trash receptacle placed in connection with the transit stop is present, the Advertising Bench must be placed at least 6 feet away from the trash receptacle.

d) Americans with Disabilities Act (ADA) Compliance

The placement of all Advertising Benches shall be in compliance with the applicable version of the ADA Accessibility Guidelines for Buildings and Facilities and all other applicable accessibility or safety standards, codes, and policies that govern the placement of infrastructure within the public right of way as referenced in Section Y.1.a, Americans with Disabilities Act of 1990 and its Accessibility Guidelines.

e) Free of Interference with existing Furniture, Utilities, and Retail Locations

Advertising Benches shall be 48 inches minimum distance away from fixed objects on sidewalk and must be placed in such a manner that they do not interfere with existing trees, light poles, mail boxes, electrical boxes, bus stop signs, bus shelters, above ground facilities, utilities, and other street furniture elements, both above ground and those known within the subgrade. The Advertising Benches shall not be placed where it obstructs display windows, doors, gates, walking paths, entrances, driveways, fire safety, or utilities for adjacent property owners.

f) Advertising Bench and Trash Receptacle Positions

When installing, relocating, or reinstalling Advertising Benches and Trash Receptacles, the Contractor shall determine the positioning of the Advertising Benches at designated transit stops keeping the benches and Trash Receptacles away from private properties. On sidewalks wider than 8 feet, Contractor shall install the Advertising Bench and Trash Receptacle close to the edge of curb while satisfying all ADA requirements and guidance set forth in this section. Contractor shall install Advertising Benches and Trash Receptacles at the back of sidewalk with a width of 8 feet or less allowing a minimum 48-inch access path clearance in front. Front edge of the Advertising Bench shall be at least 36 inches away from the edge of curb, while circulation path shall be maintained for at least one side and preferably both sides of the Advertising Bench. Advertising Bench must be placed at least 6 feet away from any trash receptacle. Advertising Benches shall be placed a minimum of 60 inches away from any cross walk or curb return, and 10 feet away from any cur return with an unmarked crosswalk. Benches shall not be installed at any location unless these clearances are met.

g) Restoration of Pavement

Contractor shall be responsible for all paved surfaces cut or damaged as a result of construction, removal of existing benches, installation of Advertising Benches or Trash Receptacle, and shall repair damage with similar materials and of equal thickness, color, and texture to match the existing adjacent undisturbed areas.

2. a) Contractor to Identify New Advertising Bench Locations

During the first year following the commencement of this Contract, Contractor shall begin to install Advertising Benches. Concurrent with this period, Contractor shall also begin identifying new Advertising Bench locations that Contractor is interested in placing Advertising Benches not listed in Exhibit G. After Contractor completes the installation of initial 800 Advertising Benches, Contractor may submit these new sites to the County for review and approval. If the new sites are approved, the County will issue the Contractor a no-fee permit for the installation of these new Advertising Benches sites and amend Exhibit G.

Advertising Bench locations listed in Exhibit G, have already been preapproved by the County. Contractor shall obtain Contract Manager's approval by e-mail and/or fax for installing additional Advertising Benches not listed under Exhibit G. Contractor shall obtain written approval from affected property owner or tenant's if the additional Advertising Bench is located in front of or at the side of a single-family residence, a building or a facility with windows, doors, entrances, or gates located within 5 feet from the proposed Advertising Bench. Contractor shall adhere to the following procedures when obtaining property owners' or tenants' approval: Contractor shall send the owner, lessee, and ground floor tenant of the affected property that is directly behind the proposed Advertising Bench, a notification letter via certified mail, return receipt required, with a copy to the County that a new Advertising Bench is proposed to be installed in front of the subject property. The notification letter shall indicate that the property owner or tenant shall have 14 days from the date of the letter to provide a written response to the Contractor and to the County with the Contractor and Contract Manager's contact information, including address, Contract Manager's phone number, and email information. Copy of the

notification letter and any written response from the property owner shall be addressed to:

County of Los Angeles Department of Public Works
Programs Development Division
Transit Operations Section
Attention Advertising Bus Stop Benches Contract Manager
P.O. Box 1460
Alhambra, CA 91802-1460
Telephone: (626) 458-3907

If no objections are received from the property owner or tenant within the 14 day period, Contractor shall submit site drawings, proof of delivery of the notice letter, and plans for County's review in accordance with this Contract.

In the event that a property owner, lessee, or tenant has concerns but no objections of Advertising Bench placement, Contractor and Contract Manager or his designee will meet with the concerned party for discussion. If the concerned party is satisfied with the discussion and approves the bench installation, Contractor may proceed with providing site drawing submittal, the name and contact number of the owner, lessee, or tenant who approved the installation. However, such approval is not needed for installation of Advertising Benches at locations listed in Exhibit G.

In the event that the Contractor and/or County receive objection for the proposed Advertising Bench installation, the Contractor may schedule a meeting within 30 calendar days of receipt of the objection to facilitate a solution. The property owner, lessee, or tenant, the Contractor, Contract Manager or his designee and, if needed, transit carrier(s) serving the impacted bus stop shall be present at the meeting to present their information and make recommendations. The Contract Manager or designee shall consider the criteria set forth in this Contract in making a decision. The decision of the Contract Manager or designee will be final.

b) County Request for Additional Advertising Benches

Contract Manager may request Contractor to install new Advertising Benches and Trash Receptacles at existing or new bus stops or bus stop zones where there is concrete suitable for the installation of benches that will meet all Contract requirements. The County may request placement of Advertising Benches based on the following criteria that includes, but is not limited to: transit

ridership, community demographics, Board of Supervisors' requests, public requests, and capital project needs. Once Contractor concurs with the requests, such additional locations will be added to Exhibit G, by Change Order and Contractor shall install additional Advertising Benches within 2 weeks or at a timeframe mutually accepted by the Contractor and the County and provide compensation to the County consistent with the rates in PW-2, Monetary Compensation.

c) Community Benches

If the community or the Board of Supervisors desires to place new community sponsored benches at designated bus stops or bus stop zones after the effective date of the Contract where proposed benches may conflict with existing Advertising Bench locations in Exhibit G, County and Contractor shall work with the requesting community group to identify a mutually acceptable solution for all parties.

Should the community group, County, and Contractor fail to reach a mutually acceptable resolution for conflicts between the proposed community sponsored bench and Contractor's proposed or existing bench, the matter shall be brought before the Director of Public Works or his designee. The Director shall make a determination regarding the conflict which shall be final.

If the Advertising Bench location is no longer available as a result of the Director's Public Works final determination and such locations are listed in Exhibit G, Contract Manager may approve new Advertising Bench locations at other unincorporated County locations.

I. Maintenance Specifications

1) General Cleaning

Contractor shall maintain Advertising Benches and trash receptacles installed under this Program in a safe, clean, attractive, sanitary condition and in good order satisfactory to the Contract Manager or his designee. At each twice-a-week maintenance visit, as indicated in Section K, Frequency of Maintenance and Collection, Contractor shall inspect and/or clean, wash and remove all graffiti, stickers, posters, litter, dust, dirt, and weeds from each Advertising Bench, Trash Receptacles, and maintain adjacent areas free of any noticeable accumulation of dirt, dust, marks, stickers, posters, litter, or weeds. The Advertising Bench and Trash Receptacles shall be maintained in a continual like new condition

and free of any damages including, but not limited to broken or missing parts; chipped, faded, peeling, and cracked paint; exposed structural components; loose or exposed screws or bolts; and rust and corrosion. Maintenance shall be performed within a 10-foot radius of the Advertising Bench and trash receptacle, but shall not extend beyond the face of curb or onto private property. If notified by the Contract Manager that additional maintenance or cleaning is required, Contractor shall correct the condition within 2 working days of receipt of notice. Failure to comply with the requirements as specified in this section may result in the assessment of liquidated damages in accordance with Section EE.3.h, Liquidated Damages.

2) Pressure Wash

Contractor shall pressure wash Advertising Bench and sidewalk within a 10-foot radius of the Advertising Bench at least once a year and more frequently as needs dictate based on the Contract Manager or Contractor's staff findings conditions such as noticeable graffiti, paint, stubborn debris, gum stain, human waste, etc.

Contractor shall:

- a) Remove trash, debris, and free-standing oil/grease spills/leaks (use absorbent material, if necessary) from the area before washing; and
- b) Barricade pressure wash area with spill control and containment products with mechanism to reclaim waste water; and
- c) Use high pressure, low volume spray washing with potable water only and no cleaning agents at an average usage of 0.006 gallons per square feet of sidewalk area.
- d) Water and residuals from pressure washing shall not be allowed to enter the storm drain.

3) Graffiti Removal Services

Contractor shall provide Graffiti removal services to remove or cover graffiti from all exterior surfaces, including sidewalk within a 10-foot radius of each Advertising Bench and trash receptacle but shall not be performed beyond the face of curb or onto private property. Failure to comply with this requirement shall result in the assessment specified in Section EE.3.c, Liquidated Damages.

The Contractor shall:

- a) Remove or paint over all graffiti on all designated bus stop amenities within 48 hours of the graffiti being discovered by the Contractor, or being reported by the County. Profanity, sexually explicit, or racist type graffiti shall have the highest removal priority. Graffiti placed on bus stop amenities during the weekends shall be removed on the following work day. Within 48 hours of initial paint over, Contractor shall repaint using a color to match the existing surface color.
- b) Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc. Water and residuals from water blasting shall not be allowed to enter the storm drain.
- c) Use County approved chemical solvents when removing graffiti from County property.
 - i) OFF-B Off-B, graffiti remover – liquid form
 - ii) 3M™ Citrus Base Industrial Cleaner
 - iii) State Chemical Graffiti Wipes
- d) Use paint that is appropriate for nontreated surfaces on County property.
- e) Match the existing color of the surface when painting over or obscuring graffiti when possible. Paint shall be neatly feathered in all areas.
- f) Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage.
- g) Train personnel in proper graffiti removal techniques and provide corrective instruction to personnel if they are removing or covering graffiti improperly.
- h) Use new or recycled water based paints.
- i) Sidewalk Surfaces: Remove graffiti from concrete sidewalks by using a water blasting machine with a soda compound only. Painting over shall not be permitted. Contractor shall clean sidewalks of all graffiti, graffiti residues, paint, ink, gum, oil, etc. The sidewalks shall be blocked off for safety during the cleaning

operations. Contractor shall take precautions to not damage private property during water blasting operations, i.e., precautionary measures to prevent water from going under shop doors, damaging store fronts, entering storm drains, etc. Contractor shall feather the paint to match other graffiti free sidewalk areas.

- j) Contractor shall dispose of excess paint properly. Paint liners shall be opened, mixed with sand, dirt, or cat litter and allowed to dry. Contractor shall dispose dried paint mixture in the regular trash. In addition, Contractor may find drop off locations below for recycling excess paint (<http://www.paintcare.org/>).
- k) Contractor shall wash paint brushes, rollers, or frames in clean water. The Contractor shall only dispose the paint water in a sink or toilet. Contractor shall not dispose any paint water in storm drains and street gutters and/or on sidewalks and streets.

J. Collection, Transportation, and Disposal of Waste from Bus Stops

1. General Scope

Contractor shall perform waste collection, transportation and disposition in a thorough and professional manner by permitted trash hauler to the satisfaction of the Contract Manager. Contractor shall only dispose of waste under this Contract at permitted Material Recovery Facilities and shall comply with all Federal, State, and local laws and regulations. Except as noted otherwise, Contractor shall not collect, transport, or dispose of hazardous or toxic materials as defined per Federal, State, or local laws or regulations under this contract. Contractor shall immediately notify County if hazardous or toxic materials are discovered during waste collection.

2. Care of Liners

All liners from manual collection shall be properly returned and placed after collection. Liners shall not be deposited on the streets, highways, or on adjoining property. Contractor, its agents, and/or its employees shall not throw or drop liners from the truck onto the pavement or in any other way that may break or damage them at the time of collecting waste from each trash receptacle. Contractor shall place and secure a plastic bag inside each liner to maintain the clean condition of the aluminum/plastic liners. The plastic bags shall be heavy duty and designed to have suitable strength to contain the waste materials therein.

3. Noncollection Items

Hazardous materials and all bulk items including, but not limited to, furniture, appliances, household bedding, mattresses, box springs, stoves, refrigerators, and other household items considered as noncollection items by waste haulers shall not be collected by Contractor. Contractor shall report all noncollection items to Public Works at 1-800-CLEANLA (253-2652) Monday through Thursday on the same business day. If Public Works office is closed, Contractor shall report noncollection items on the next Public Works' business day and keep a record of all locations where the noncollection items have been left.

4. Best Management Practices – Trash Receptacle

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

5. Sealed Container Transfer Operations

Contractor shall transport waste, using sealed container transfer operations which meets applicable legal requirements including, but not limited to, County Code 20.56.054 - Sealed Container Transfer Operations and California Code of Regulations, Title 14, Section 17402(26). Contractor shall

- a. Handle only solid waste which has previously been placed within containers that have either a latched, hard top or other impermeable cover which is closed tightly enough to:
 - i. Prevent liquid from infiltrating into or leaking out of the container; and
 - ii. Prevent the propagation and migration of vectors; and,

- (1) Keep the solid waste remains within the unopened containers at all times while on-site; and,
- (2) Ensure the containers are not stored on-site for more than ninety-six (96) hours.

6. Materials Recovery Facility

All waste collected from the trash receptacles shall be sent to a permitted materials recovery facility for processing and recovery of recyclables to the maximum extent reasonable and feasible including, but not limited to, paper, California refund value beverage containers, glass, number 1 and 2 plastics, steel, and aluminum. Waste remaining after the removal of recyclables may be disposed of at a permitted waste disposal facility. Unless otherwise approved in writing by the Contract Manager, the Contractor or the materials recovery facility operator shall not dispose of any recovered recyclables in a disposal site and/or transformation facility.

A list of all permitted materials recovery facilities in the County can be obtained by calling the Solid Waste Information System hotline at 1 (800) 320-1771 or by visiting <https://dpw.lacounty.gov/epd/swims/> and click on "Where can I take my Trash" for a list of transfer/processing facility. The proper disposal and storage of waste material is regulated by County of Los Angeles Department of Public Health (DPH) per Title 11, County Code.

7. Waste Tonnage Reports

Contractor shall submit a monthly waste tonnage report detailing all waste collected from Contractor provided trash receptacles separated by each Watersheds as shown in Exhibit K, Los Angeles County Watershed Map, or as otherwise required by the Contract Manager as referenced in Section DD.1.

K. Frequency of Maintenance and Collection

Contractor shall provide Contract Manager a maintenance and trash collection schedule within 30 days of the commencement of this Contract. Contractor shall perform routine inspections and/or cleaning at each Advertising Bench site twice a week on two nonconsecutive days. Contractor shall perform trash collection at all Contractor installed receptacles on a weekly basis. Failure to comply with the maintenance or trash collection schedule shall result in the assessment of

liquidated damages as specified in Section EE.3.a, Liquidated Damages. Routine maintenance and collection of waste shall be done in accordance with hours specified in Section E, Hours and Days of Service.

1. Change of Frequency

The Contract Manager, upon written request, reserves the right to add or delete a location as indicated in Section B, Work Locations, and/or change or increase the frequency of maintenance or collection at any of the selected transit stops that is demonstrated to require such activity to keep the site in a clean and acceptable manner.

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

L. Repairs

1. Repair of Advertising Benches

Contractor shall perform nonemergency repair to damaged Advertising Benches within 48 hours of discovery of need for repair or within a time frame approved by the Contract Manager. All labor or equipment costs associated with the repair, transportation, installation, on-site preparation, disassembly or assembly of part of or any Advertising Benches, and trash receptacles associated with the repairs shall be solely at Contractor's cost with no charges to County.

2. Emergency Repairs and Removals

Emergency maintenance activities for the repair or removal of damaged Advertising Benches and trash receptacles (required to eliminate a hazard to pedestrians, property, or vehicular traffic) is authorized without prior notice to the Contract Manager but only to the extent required for removing the hazard. Upon discovery by Contract Manager or Contractor's staff of any potential hazard or damage that presents a safety concern to the public, the Contractor shall take immediate steps to remove any hazardous conditions, tape off or otherwise prevent public access to the hazard, render the site condition safe, and notify Contract Manager of the need for repair and corrective measures taken within 2 hours. The Contractor shall also complete necessary repairs within 24 hours unless conditions exist to justify a longer repair period as determined by the Contract Manager. Failure to comply with the requirements for rendering the condition safe and completion of repairs within the allotted timeframe may result in the assessment of liquidated

damages specified in Section EE.3.d, Liquidated Damages. If the Advertising Bench or trash receptacle is destroyed due to fire, accident, or force of nature, Contractor shall immediately notify the Contract Manager and remove the affected amenities within 24 hours of notification of discovery. Failure to remove the identified amenity within the allotted time frame may result in the assessment specified in Section EE.3.d, Liquidated Damages or the County may utilize its own forces to remove the amenities and invoice Contractor for the work.

3. Repair of Contractor Installed Trash Receptacles

Contractor shall repair all leaking or damaged trash receptacles within 5 working days of oral or written notice from Contract Manager or discovery by Contractor's employees, agents, or subcontractors. In the event that the repairable or damaged trash receptacle cannot be repaired prior to the next scheduled collection, Contractor may, with the approval of the Contract Manager, provide a temporary but acceptable trash receptacle until Contractor provides a permanent replacement. A trash receptacle is considered acceptable when it has a solid exterior and liner and has a cover or dome to prevent rain water from getting into the trash receptacle. Failure to comply with this requirement may result in the assessment of liquidated damages specified in Section EE.3.e, Liquidated Damages.

4. Restoration of Pavement

Contractor shall be responsible for all paved surfaces cut or damaged as a result of construction, removal of existing benches, installation of Advertising Benches or Trash Receptacle, and shall repair damage with similar materials and of equal thickness, color, and texture to match the existing adjacent undisturbed areas.

5. Report of Hazard or Damage

Contractor or Contractor's employees shall report to the Contract Manager or Public Works hotline at (800) 675-HELP(4357) of the bus stop they maintain regarding any potential hazard or damage that presents a safety concern to the public. The Contractor shall take immediate steps to tape off or otherwise prevent public access to the hazard and to notify the Contract Manager of the need for repair and corrective measures taken.

M. As-Needed Removals and Relocations

Contractor may, from time to time, be required to relocate and/or permanently remove Advertising Benches and/or Contractor installed trash receptacles from

approved sites at no cost to the County. Such relocations and/or removals may be requested when the County determines the removal is in the best interest of the County such as, construction projects, bus stops cancelled or relocated by transit operators, accessibility issues, conflict with utilities, change of ridership, requests by constituents, municipal annexations and incorporations, or to address other County needs. Under these circumstances, the Contract Manager will work with the Contractor to find alternative locations. Contractor shall remove the Bench and/or trash receptacles and restore the site to its original conditions within 72 hours of Contract Manager request or within a time frame approved by the Contract Manager. Failure to remove the requested Bench and/or trash receptacles and restore the site to its original condition in a timely manner may result in Liquidated Damages as indicated in Section EE.3.g, Liquidated Damages.

Contract Manager will consider written requests by Contractor to remove or relocate Advertising Benches from locations where Contractor experiences excessive costs in the maintenance of said benches due to vandalism or other causes.

If Contractor fails to remove and/or relocate the requested Advertising Benches or trash receptacles 2 weeks after the end of the agreed removal period, the County may utilize its force to remove or relocate the amenities and invoice Contractor for the work.

N. As-Needed Replacements

Upon notification by Contract Manager or discovery by Contractor that any Advertising Bench or trash receptacle is damaged beyond repair, Contractor shall replace the damaged unit within 5 working days or within a time frame approved by the Contract Manager. Contractor shall be responsible for providing all necessary replacement equipment, parts, and labor to have the necessary work completed in a timely manner.

O. Alternative Design Advertising Benches and Additional Work Locations

Alternative design Advertising Benches requested by local communities or the Board of Supervisors may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quote if the cost of installation, repair, or replacement of the alternative design Advertising Bench is more than the originally designed Advertising Bench. The County will pay Contractor the cost difference between the alternative design Advertising Bench and the original approved Advertising Bench design. Upon Contract Manager's negotiation and acceptance of the Contractor's written quote, and subject to approval of the Contract Manager, the alternative design benches may be installed in lieu of the original approved design. The alternative design

Advertising Benches will be property of the Contractor and subject to all Contract terms and conditions for Advertising Benches, including installation, maintenance, and trash collection. Contractor shall provide payment to County for alternative design Advertising Benches according to the Guaranteed MAF indicated in Form PW-2, Monetary Compensation.

P. Monetary Compensation to County (Guaranteed Minimum)

Contractor is responsible for paying a Guaranteed MAF or PGR, as stated in Form PW-2, Monetary Compensation, whichever is greater.

1. Minimum Annual Fee

Within 30 calendar days after the start of the first Contract year, subject to the provisions of this Contract, Contractor shall pay County a guaranteed MAF of \$40 per bench, or a greater amount per Bench proposed in Form PW-2, Monetary Compensation, for the initial 800 Advertising Benches. Within 30 calendar days after the start of the second and subsequent Contract years, including the optional term, if exercised by the County, Contractor shall pay the County the guaranteed MAF per Advertising Bench indicated in Form PW-2, Monetary Compensation, multiplied by the actual quantity of Advertising Benches installed under this Program. Contractor shall verify the actual quantity of Advertising Benches by providing an up-to-date inventory list of Advertising Benches along with the payment. The Contractor is required to submit payment on or prior to the due date without the need for the County to issue any invoice for payment. Failure to remit payment to the County in a timely manner may result in liquidated damages as specified in Section EE.3.b, Liquidated Damages. In the event the County does not receive the MAF payment from Contractor within 90 calendar days after the start of each Contract year, the County may at its discretion terminate or suspend the Contract for Default.

2. Percentage of Gross Revenue

Within 30 calendar days after the end of each Contract year, subject to the provisions of this Contract, Contractor shall pay COUNTY the proposed PGR indicated in Form PW-2, Monetary Compensation, of the gross advertising receipt revenue for the Advertising Benches installed by the last day of the previous Contract year, or the Guaranteed MAF, whichever is greater.

Q. Grant of Rights to Sell Advertising

Contractor shall have the exclusive right to install Advertising Benches at transit stops and bus zones indicated in Exhibit G. Certain locations identified in Exhibit G, may also have advertising bus stop shelters that may remain in place throughout the Contract term. This Contract does not convey any rights to Contractor to interfere with, place advertising on, or generate revenue from any such bus stops. Nothing contained in this Contract shall affect the rights of the parties set forth in the existing Advertising Bus Shelter Program between the County and Clear Channel Outdoor, Inc. (Contract No.63885), and any successor contract.

During the term of this Contract, the County will not grant to any company or individual other than the Contractor the right to install advertisements on Advertising Benches identified in Exhibit G, as modified from time to time by the County in its sole discretion, unless Contractor is in breach of this Contract or pursuant to a transition to a successor contract. Advertising Bench sites not included in Exhibit G, may be added to or removed from this Contract at County's sole discretion, subject to all Contract terms and conditions. Contractor understands and agrees that the privilege granted herein is by license and not lease, and confers only permission to occupy the premises described in Exhibit G, for transit bench and trash receptacle purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Contractor any interest or estate in the real property occupied. The County may enter into other similar contracts at locations not included in Exhibit G, with other entities at its sole discretion.

1. Use of Advertising Panels for Public Service Announcements

Contractor agrees to provide County a free advertising panel, with dimensions mentioned in Section F.3, in each installed Advertising Bench for a minimum of 30 calendar days every year for Public Service Announcements, County maps, transit information, community outreach, or noncommercial purposes as determined by the County. County may elect to pay Contractor its costs to produce any printing materials intended for the County's purposes or, at its option, County may provide Contractor with its own printed materials produced in accordance with the Contractor's production specifications. Contractor shall install and remove all display materials in panels requested by County at no cost to the County.

R. Type of Advertising

Contractor agrees that it will utilize Advertising Benches only for commercial advertising materials or County-approved Public Service Announcements.

Contractor agrees to remove any advertising from benches that the Contract Manager or designee, at his sole discretion, determines to be unsuitable for display on public road right of way. In the event that the Contract Manager makes such a determination, Contractor agrees that all such advertising shall be removed by Contractor within 24 hours after receipt of a written removal notice from the Contract Manager. Failure to comply with the removal of advertising in a timely manner may result in liquidated damages as specified in Section EE.3.i, Liquidated Damages.

The Advertising Benches are intended to be nonpublic forums and advertising displays are for purposes of generating revenue only and are not for providing a forum for expression. Displays of ads for political campaigns or other issue-oriented advertisements are strictly prohibited. All displays shall comply with the policy and guidelines as stated herein.

In addition to the foregoing, the following advertising, signs or devices shall not be permitted on Advertising Benches:

1. Display of the words STOP, DRIVE-IN, DANGER, or any other word, phrase, symbol, or character, which may, as determined by the Contract Manager, interfere with, mislead, or direct vehicular traffic;
2. Rotating, revolving, flashing lighting devices, or any other moving parts or components;
3. Advertisement that is illuminated;
4. Contains content that, in the sole opinion of the County or Contract Manager, depicts an act of an immoral, violent, or debasing nature or otherwise is not in keeping with the standards and surroundings of the community;
5. Contains content that, in the sole opinion of the County or Contract Manager, debases, denigrates, appears to disparage any person, or damages the reputation of any individual, company, product, institution, or is defamatory in any respect;
6. Contains obscene matter or harmful matter as defined in California Penal Code Sections 311 and 313;
7. Contains content that, in the sole opinion of the Contract Manager, offends any religious, ethnic, or racial group; condones/solicits any type of criminal conduct portraying violence; and is likely to incite or produce imminent unlawful activity;

8. Contains content that, in the sole opinion of the Contract Manager, are obscene, vulgar, profane, scatological advertisements or material;
9. Contain any political advertisements or material. Political advertisements mean;
 - a. Any advertising that supports or opposes the election of any candidate or group of candidates for election to any Federal, State, or local government office;
 - b. Any advertising that supports or opposes any legislation or ballot item at issue in any election conducted by the Federal, State, or local government; or
 - c. Any advertising that features any person whose prominence is based wholly or in part upon his or her past or present activity in political affairs, or that represents or implies any such person's approval or endorsement of the subject matter of the advertising;
10. Advertises tobacco or alcoholic beverage products;
11. Depicts nudity or sexual activity or advertisement of a sexually oriented business as defined in California Government Code Section 65850.4(b);
12. Contains obscene matter as defined in the County Code Section 13.17.010, or sexually explicit material as defined in the County Code Section 8.28.010D;
13. Contains content that, in the sole opinion of the Contract Manager, infringe copyrights, trade dress, service marks, titles, or slogans;
14. Contains content that, in the sole opinion of the Contract Manager, contains false, misleading or deceptive copies, concepts, or images;
15. Contains content that, in the sole opinion of the Contract Manager, advocates imminent lawlessness, violent actions, or advertises firearms or weapons; or
16. Conflicts with any applicable Federal, State, and local law, statute, or ordinance.

S. Equipment

1. Service and Support Tools and Vehicles

The Contractor shall provide any and all service and support equipment, tools, and vehicles necessary for adequate operation, maintenance, and supervisory support. All equipment, tools, and vehicles shall be in good operating condition and appearance. The Contractor's name and logo shall be imprinted on both left and right sides of the vehicles.

All equipment used for the collection and/or transportation of solid waste shall be durable, easily cleanable and designed for safe handling, and constructed to prevent loss of wastes from the equipment during collection or transportation. All equipment used to collect or transport garbage, other wet or liquid producing waste, or waste composed of fine particles shall in all cases be nonabsorbent and leak resistant. All equipment shall be maintained in good condition and cleaned in a frequency and in a manner so as to prevent the propagation or attraction of flies, rodents or other vectors, and the creation of nuisances.

2. Pressure Wash Vehicles

The Contractor shall provide any and all vehicles required for pressure wash operations. The Contractor shall adhere to the latest adopted National Pollutant Discharge Elimination System requirements and implement BMP when performing pressure wash operations. Water and residuals from pressure washing sidewalks or bus stop amenities shall not be allowed to enter the storm drain. (http://dpw.lacounty.gov/wmd/NPDES/public/sec_3.pdf)

3. Maintenance and Waste Collection Vehicles

Contractor shall:

- a) Provide an adequate number of vehicles (chassis and bodies) for providing manual waste collection services as required to meet standards outlined in this Exhibit A.
- b) Provide and have available at all time vehicles that are leak proof for use in the manual collection and transportation of waste. Each vehicle shall be equipped with metal bodies and covers. Contractor shall use vehicles to collect, transport, and manage/dispose of waste that are constructed such that liquids and waste do not blow, fall, sift, or leak out of the truck and onto the street.

- c) Comply with all related County ordinances, State Vehicle Codes, and all conditions and limitations in any permits or licenses under which Contractor operates, including, but not limited to, a valid Waste Collector Permit issued by the County Department of Health Services.
- d) Maintain records of vehicle inspection, maintenance procedures, and records of preventive maintenance and repair performed, to ensure that all manual collection vehicles and all mechanical equipment used under this Program are safe to operate within the work areas at all times in accordance with the requirements promulgated by the County of Los Angeles Department of Health Services, the California Highway Patrol, the South Coast Air Quality Management District (SCAQMD), the vehicle manufacturer, and all other applicable Federal, State, County, and local laws and regulations.
- e) Use vehicles to collect, transport, and manage/dispose of waste that are equipped with an adequate shovel and broom.
- f) Use vehicles to collect, transport, and manage/dispose of waste that are at all times, kept clean, in good mechanical condition, and well painted, all to the satisfaction of the Contract Manager. All such vehicles shall be painted the same color or colors.
- g) Designate at least two manual collection vehicles for collecting in the unincorporated County areas plus a spare vehicle to maintain the collection schedule at all times. Spare vehicles may be the lead person, or field supervisor's vehicle and shall be fully fueled and ready to dispatch and replace any vehicle, which breaks down on its service route within reasonable time of such breakdown. All manual collection vehicles shall be equipped with adequate radio/communication equipment for office-to-field communication. All vehicles used must be listed on Form PW-18, Statement of Equipment, and approved by Contract Manager.
- h) Comply with all the provisions issued by the SCAQMD for all new or replacement of automated and/or manual collection vehicles for work performed under this Program.
- i) Require drivers and Subcontractor's drivers, if applicable, to have valid licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services. It is the responsibility of Contractor to monitor the drivers' driving performance and records.

- j) Remove from service should the Contract Manager at any time give notification to Contractor that any designated manual collection vehicle or other conveyance is not in compliance with Public Works and/or the DPH's Solid Waste Management Program, and/or the SCAQMD standards, and such vehicle or other conveyance shall not be used again until inspected and approved by the Contract Manager and/or the DPH Program Manager. Contractor shall be held responsible for maintaining the collection schedule regardless of such action.
- k) Keep all vehicles, equipment, tools, and facilities used in the manual collection/management of waste clean and sanitary at all times when not in use.
- l) Comply with all laws and regulations relating to the parking or storage of such vehicles and equipment.

4. Retain records for Vehicle Preventive Maintenance and Repair

Contractor shall retain all preventive maintenance records and repair/service documentation for service and support vehicles complying with all local, State, and Federal laws and regulations. All records shall be subject for inspections and audits by the Contract Manager.

T. Maintenance of Equipment

Contractor shall be responsible for providing all necessary materials, parts, accessories, equipment and labor for routine maintenance, collection, as-needed repair, removal, relocation, and replacement. Unless approved otherwise by the Contract Manager the replacement parts, accessories, and/or materials shall be identical to the original design. The Contract Manager will consider alternative materials or parts, if necessary, proposed by Contractor. Contractor shall provide the following:

1. Communication of Equipment

The Contractor shall provide communication equipment, such as mobile phones or two-way radios between its office and field workers at all times. The Contractor shall be responsible for the proper maintenance of said equipment and shall comply with all applicable Federal, State, and all governmental statutes and regulations in connection with such use.

2. Internet Access and email

Contractor shall have and maintain internet access and valid e-mail addresses for its Project Manager and Road Supervisor throughout the

duration of this Contract. The Contractor shall provide the Contract Manager with these names and e-mail addresses upon commencement of the Contract. Communication shall mostly be done through e-mails for convenience and timeliness.

3. Business Contract Telephone Number

Contractor shall provide the Contract Manager with a local or toll-free business contact telephone number that shall be answered by a live person during normal business hours Monday through Friday, 8 a.m. to 5 p.m., Pacific Daylight Time. The person answering the telephone shall be able to put the Contract Manager in contact with key management personnel in case of an emergency.

a) 24-Hour Contact Information

The Contractor shall maintain a 24-hour emergency contact system that utilizes a cellular telephone, management telephone tree, or other means to contact a manager during nonbusiness hours. A manager must contact the Contract Manager within one hour after being so requested during nonbusiness hours. This manager must be able to address operational issues in case of an emergency.

U. Utilities

The County will not provide utilities. Contractor shall be responsible for all costs associated with connecting gas, water, and power to maintain and/or provide as-needed work to amenities, as well as any ongoing utility costs incurred under this Program.

V. Storage Facilities

The County will not provide storage facilities for the Contractor.

Contractor shall provide an adequate secured storage area for the service and support vehicles, tools, equipment, trash receptacles, removed Advertising Benches, and any auxiliary parts at the sole cost of the Contractor at its own facilities. Contractor shall be responsible for determining and storing the appropriate number of auxiliary units necessary to ensure the prompt repair or replacement of damaged units.

W. Removal of Debris

All debris derived from these services shall be removed from the public right of way and become the property of the Contractor. The Contractor shall dispose of

all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

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

X. Personnel

The Contractor shall be solely responsible for the satisfactory work performance of all employees providing the construction and maintenance work and shall be solely responsible for payments of all employees' and/or subcontractors' wages and benefits.

The Contractor shall not, absent prior written notice to and consent by the County, remove or reassign any of the key management personnel, such as the Project Manager or Road Supervisor, as described below, at any time after commencement of this Contract.

The Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate referral information to the County. The Contractor shall require that all personnel report all patron complaints and/or operation problems to the Project Manager. The Contractor shall maintain a daily log for this purpose which shall be subject to inspection by the County. Upon notice from the County concerning the conduct, demeanor, or appearance of any person in the employment of the Contractor not conforming to the provisions contained herein, the Contractor shall take all steps necessary to address, remove or alleviate the cause of the concern.

1. Maintenance Staff

The Contractor shall employ a sufficient number of properly licensed and qualified personnel for this Program. The Contractor shall be responsible for the recruitment, drug and alcohol testing, screening, selection, training, scheduling, supervision, discipline, termination, and all other functions with regards to the maintenance staff. Maintenance staff's wages and work hours shall be in accordance with Federal, State, and local regulations.

The Contractor shall be responsible for ensuring that each maintenance staff meets the following requirements:

a) Proper License, Certification, and Training

Maintenance staff shall have received ADA, National Pollutant Discharge Elimination System, and nondiscrimination training. All maintenance staff shall have a proper driver's license as well as any other licenses required by Federal, State, and local regulations to operate any vehicle under this Program.

b) Uniform

Maintenance staff shall dress in a uniform acceptable to County. While performing their duties on the route, maintenance staff shall maintain a clean and neat appearance and be in a uniform that displays the name and the logo of the company responsible for maintaining, installing, repairing, or replacing the Advertising Benches and trash receptacles for the Contractor. The County has the right to approve or disapprove the uniform to be used for the Program. Maintenance and replacement of uniforms remains the Contractor's responsibility. Uniforms shall include both shirt/blouse and slacks. Maintenance staff shall wear nametags clearly displaying their names while performing their duties. Coats and hats are not required, but if worn, they should match the uniform and coats should display a nametag showing the maintenance company's name. Contractor shall maintain an array of uniforms in various sizes for use by new employees, and shall provide each employee with rain and safety gear, which shall be carried in the vehicle for use in case of inclement weather.

2. Project Manager

The Contractor shall designate one full-time Project Manager whose responsibility shall be to oversee the day-to-day operations of this Program. This Project Manager shall have full authority to act for the Contractor and shall be reachable via cell phone during normal business hours.

The Project Manager, designated by the Contractor, shall be dedicated full-time to this Program. The County reserves the right to approve or disapprove any change to the Project Manager assigned to this Program.

The Project Manager throughout the duration of this Contract shall have not less than 5 years of experience overseeing the operations of transit stop Benches and amenities including trash receptacles.

3. Road Supervisor

The Contractor shall employ a minimum of one Road Supervisor who shall be reachable at all times via cell phone or other means during normal business hours.

The Road Supervisor shall spend as much time supervising the maintenance routes as needed to meet or exceed the requirements of this Contract, including, but not limited to: a) ensure quality service; b) inspect, maintain, and where appropriate, repair Advertising Benches that they observe to be in need of such attention; c) monitor and document maintenance route completion; and d) address specific maintenance issues that may cause transit service interruptions. As road supervision is critical to the overall efficiency and quality of this Program, the Road Supervisor shall be provided with a separate vehicle, other than that used for maintenance or waste collection.

The Road Supervisor throughout the duration of this Contract shall have not less than 5 years of experience of supervising the repair and maintenance of transit stop Benches and amenities, including trash receptacles.

4. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times (24 hours a day, 7 days a week, 365 days a year) to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

Y. Safety and Legal Requirements

1. The Contractor shall at all times keep fully informed, observe and comply with Federal, State, and local County ordinances and regulations, which in any manner affect those employed in the work, the materials used in the work, or in any way affect the conduct or performance of the work. The term work as used herein includes the construction and/or

maintenance of the Advertising Benches, trash receptacles, and all other work performed under this Program. The term work also includes the collection of waste from designated trash receptacles throughout unincorporated County areas and disposing of waste. All work and workmanship performed under this Program deemed to be substandard or inadequate by the Contract Manager will be corrected or replaced at no cost to County. Contractor shall comply with all laws during the Contract term, including but not limited to:

- a) Americans with Disabilities Act of 1990 and its Accessibility Guidelines

All work performed under this Program shall be in compliance with the ADA requirements of 1990 and all other applicable State and Federal accessibility laws, whichever is more stringent.

Repetitive violations of ADA requirements, other accessibility or safety standards, codes, and policies that govern the placement of infrastructure within the public right-of-way shall constitute a breach of the contract and may result in Contract termination pursuant to Section 3 of Exhibit B, Terminations/Suspensions, termination by default. Contractor shall immediately correct deficiencies as directed by Contract Manager in writing.

- b) Manual on Uniform Traffic Control Devices

All traffic control set up by Contractor necessary for the construction and maintenance shall be in compliance with the latest edition of the Manual on Uniform Traffic Control Devices guidelines as required by the Federal Highway Administration and as indicated in Section AA.2.b.i, Traffic Requirements.

- c) National Pollutant Discharge Elimination System Permits

The Contractor shall implement and maintain required BMPs and not allow any liquid, dirt, debris, or trash derived from its operations under this Program to be deposited into any drain vaults, catch basins, street gutters, or storm drain systems in violation of the National Pollutant Discharge Elimination System Permit.

- d) Underground Service Alert of Southern California (USASC)

Prior to any excavation, Contractor shall be responsible to notify USASC at (800) 422-4133, in compliance with all existing California laws.

2. Special Safety Requirements

All Contractors employees/agents shall be expected to observe all applicable California Occupational Safety and Health Administration, Federal, State, and County safety requirements under this Program. Hard hats will be worn at all times when entering construction area.

a) Public Convenience and Safety

Contractor shall provide a work plan or operation plan subject for review and approval by the Contract Manager, in a manner that minimizes public inconvenience. The access right of the public in the streets shall be considered at all times. Contractor shall also provide all safety measures necessary to protect the public and his/her workers.

b) Safety Inspection

Contractor shall perform monthly safety inspections on all transit locations serviced under this Contract. Contractor shall complete the Advertising Benches Inspection Checklist, Exhibit J for each inspected location. Inspections shall include all, but not limited to, items indicated in the Checklist. Copies of the Checklist are to be retained by the Contractor for at least 5 years after contract expiration.

The Contractor shall submit a quarterly summary report along with the Safety Inspection report no later than the 15th day after the end of the previous month. The report shall include inspection date, location, description of safety concern or finding, corrective measures, and any other information required by Contract Manager.

Z. Title of Improvements

All Advertising Benches and Trash Receptacles installed by the Contractor pursuant to this Program shall remain the property of the Contractor for the entire Contract term and any optional renewal period without regard to County maintenance or inspection activities in the road right of way areas including bus stop zones.

Upon Contract termination, County may elect to have Contractor transfer the ownership of existing Advertising Benches and trash receptacles to the County, without any cost to the County. If the Contract is terminated or suspended prior to the end of the term, Contractor shall transfer the ownership of existing

Advertising Benches to the County at a residual value calculated by the Generally Accepted Accounting Principles. The County may elect or decline to purchase any or all Advertising Benches and trash receptacles according to this residual value or as otherwise negotiated by Contract Manager. In the event County declines ownership of the Advertising Benches, at County's discretion, Contractor shall remove any and all Advertising Benches and trash receptacles within a 90 day timeframe after the expiration, termination, or suspension of the Contract, without any cost to the County. If necessary, more time will be allotted upon approval by the Contract Manager. The Contractor shall restore the site to a safe condition to the satisfaction of the Contract Manager. All obstructions shall be removed and any holes filled with material compatible with existing material.

If Contractor fails to take necessary action during the prescribed period or neglects or fails to remove the Advertising Benches and trash receptacles as required, County may remove the shelters at the Contractor's or surety's expense.

AA. Licenses, Permits, and Inspections

Contractor shall be responsible for obtaining any permits or licenses from all applicable jurisdictions, including but not limited to the State of California and railroad companies as is required to perform the Contract work including paying associated costs and fees.

1. Licenses

Contractor shall maintain at all times during this contract an active and valid County business license and licenses necessary to carry out work functions as required in Sections S.3, Maintenance and Waste Collection Vehicles, and Section X.1.a, Proper License, Certification, and Training for Maintenance Staff. All work shall be performed by Contractor or approved subcontractors licensed in the State of California.

2. Permits

a. Waste Collector Permit

Contractor, its managing employee, and/or subcontractors must maintain an active and valid Waste Collector's Permit issued by DPH throughout the entire duration of this contract as required by Chapter 20.72 - Waste Collector Permits of the County Code.

b. Encroachment Permit

Prior to installing, relocating, or replacing any Advertising Benches on County road right of way, Contractor shall obtain an encroachment permit at no fee from Land Development Division, County of Los Angeles Department of Public Works.

On State highways, after submittal approved by the County, Contractor shall obtain encroachment permit from the California Department of Transportation located at 100 South Main Street, Los Angeles, CA 90012. Contractor shall pay all fees for these State permits. No concrete work, trenching, or excavation shall be performed on non-County public property, such as State Highways or City-owned right of way, without obtaining permits from the affected agencies or entities.

i) Traffic Requirements

Special Traffic Control Provisions must comply with current Green book (Section 7-10), Gray book (Section 7-10.3.1) and Manual of Uniform Traffic Control Devices (MUTCD) requirements unless a specific control plan is approved as part of the Permit.

No roadway shall be closed without prior approval of the Director or authorized representative. An application, along with a traffic control plan prepared by a registered civil engineer, must be submitted to the County of Los Angeles Department of Public Works, Attention Land Development Division – Permits, P.O. Box 1460, Alhambra, CA 1802-1460.

Streets to be posted as, TEMPORARY NO PARKING, must be posted at least 48 hours prior to start date. Only County approved TEMPORARY NO PARKING signs shall be used, otherwise local parking enforcement agencies may not cite vehicle and/or have the vehicle removed. Signs are available for purchase at each Department of Public Works' Permit Office.

ii) Inspections

County shall provide inspection for installation, relocation, and/or replacement of Advertising Benches as determined

necessary by the Contract Manager. Contractor shall notify County in advance of any installation, relocation, and/or replacement of any Advertising Benches.

BB. Responsibilities of Public Works

Public Works will:

1. Monitor and inspect Contractor's performance and compliance with the specifications, terms, and requirements of this Program as County determine necessary.
2. Issue no-fee permits and inspection services for Contractor to install, relocate, or replace Advertising Benches on approved County road right of way of locations in Exhibit G.
3. Provide plan check services for Advertising Bench shop and site drawings submitted by the Contractor.

CC. Accounting and Auditing

1. Contractor, at its own expense, shall be required to maintain an accounting method satisfactory to the County Auditor-Controller, which shall correctly and accurately reflect the gross advertisement revenue received from Advertising Benches listed in Exhibit G. Audit shall be completed within 30 calendar days of the end of each calendar year and a copy of the final audit report shall be made available to the County at that time.
2. The yearly payment from the Contractor to County shall be supported by a Statement of Account showing all Advertising Benches and revenues received. The Statement of Account shall include an inventory of Advertising Benches, gross advertising revenue receipts from each Advertising Bench, and costs to operate and maintain Advertising Benches and Trash Receptacles.
3. All documents, books and accounting records shall be retained for 5 years, open for inspection and reinspection during reasonable business hours during the term of this Contract and for 12 months thereafter. In addition, the County may from time to time conduct or contract for an audit and/or re-audit of the books and business conducted by the Contractor and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross advertising receipts made by the Contractor to the County should be found to be less than the amount of gross advertising receipts disclosed by such audit and

observation, Contractor shall pay the delinquent amount within 30 days of billing by the County. If the additional amount due exceeds 2 percent of the gross advertising receipts and if, in the sole opinion of County, there is no reasonable basis for the failure to report any revenue thereon, Contractor shall pay the cost of the County audit. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof.

4. Possessory Interest Tax - Contractor shall submit an annual report along with the proof of income generated from each Advertising Bench to the County's Assessor Office before December 30th of each year, addressed as follows:

Principal Appraiser
Los Angeles County Assessor
Major Real Property Division
500 West Temple Street, Room 225
Los Angeles, CA 90012

Contractor shall be required to pay any and all property tax, possessory interest tax, and other types of obligation assessed under this Program. The possessory interest upon which a property tax may be levied shall be paid by Contractor before delinquency of all such taxes or assessments.

DD. Reports

1. Waste Tonnage Reports (Monthly)

Contractor shall submit waste tonnage report on a monthly basis that provides the following information on waste collected from bus stops under this Program:

- a. Month and year of reported collection.
- b. Total quantity (in tons) of waste collected.
- c. Location (route, community, watershed, etc.) where the waste was collected grouped by Watershed, see Los Angeles County Watershed Map, Exhibit K.
- d. The permitted materials recovery, disposal, or transfer facility where the collected waste was sent (facility name, address, and contract information).

- e. Quantity of collected waste (in tons) recovered/salvaged (i.e., not sent for disposal) by the Materials Recovery Facilities (MRF).
- f. Quantity of collected waste (in tons) sent for disposal.

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

Monthly reports containing the above information in a format acceptable to the Contract Manager are due no later than 30 days after the last day of the month included in the report. Reports shall be signed by an authorized representative of the Contractor. Monthly reports prepared by the MRF containing all of the information above and in a format acceptable to the Contract Manager and transmitted by the required date with a letter signed by the Contractor's authorized representative will be acceptable. Failure to submit this report within the allotted time frame shall result in the assessment specified in Section EE.3.b, Liquidated Damages.

2. Safety Inspection and Inventory Report

The Contractor shall submit an electronic safety inspection and inventory reports on a quarterly basis, showing up-to-date Advertising Benches. The safety inspection report shall include details set forth in Section Y.2.b, Safety Inspection. Contractor shall use a numbering system to identify each site location and show the number associated with each site on the inventory table. The major streets shall be listed in alpha-numerical order. Failure to submit this report within the allotted time frame shall result in the assessment specified in Section EE.3.b, Liquidated Damages.

EE. Liquidated Damages

- 1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or this contract, assess liquidated damages in specified sums. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this contract:
 - a. All the time limits and acts required to be done by both parties are of the essence of this contract;
 - b. The parties are both experienced in the performance of the contract work;
 - c. This contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the exercise of the contract granted hereby in accordance with the terms and conditions of this contract;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. All the time limits and acts are required to be done in accordance with this contract. Should Contractor fail to perform or complete the work set forth in this contract, the County may assess liquidated damages through a separate invoice process as follows:
 - a. Failure to maintain the schedule for the manual collection of waste during the hours of service - \$50 per day per unit not collected on the scheduled day as defined in Section K, Frequency of Maintenance and Collection;

- b. Failure to submit payment and reports to County within 30 calendar days from the invoice to reimburse Contract Manager for performing necessary maintenance that Contractor failed to perform within the required timeframe - \$100 per occurrence per day until received;
- c. Failure to remove or cover graffiti with required mechanism from all exterior surfaces of Advertising Benches, trash receptacles, or sidewalk within a 10-foot radius, within 48 hours of notification by the Contract Manager \$50 per occurrence per day as defined in Section I.3, Graffiti Removal Services;
- d. Failure to render the site condition safe and restrict public access within 2 hours after notification by the Contract Manager the need of emergency repair of Advertising Bench, trash receptacle; complete the emergency repair and/or if damaged beyond repair, remove the Advertising Bench or other component within 24 hours of identifying the damage or notification by the Contract Manager - \$250 per occurrence plus the cost incurred by County as outlined in Section L.2, Emergency Repairs and Removals;
- e. Failure to repair or replace leaking or damaged trash receptacle liners within five working days of notification by the Contract Manager - \$100 per each occurrence per day as outlined in Section L.3, Repair of Contractor Installed Trash Receptacle;
- f. Failure to replace Advertising Benches or other components due to damage beyond repair or other cause in 5 working days or within a time frame approved by the Contract Manager - \$250 per occurrence per day as outlined in Section N, As-Needed Replacements;
- g. Failure to remove or relocate Advertising Benches within 72 hours of notification by the Contract Manager - \$100 per occurrence per day per bench plus the cost incurred by County as outlined in Section M, As-Needed Removals and Relocations;
- h. Failure to remedy an Advertising Bench found to be in an unacceptable condition within 2 days of receipt of notice from the County as outlined in Section I.1, General Cleaning - \$50 per day per bench;

- i. Failure to remove any advertising from Benches that the Contract Manager, at his sole discretion, determines to be unsuitable for display on public road right of way, within 24 hours after receipt of written removal notice from the Contract Manager - \$100 per bench for each delinquent day as outlined in Section R, Type of Advertising;
 - j. Failure to adhere to the Bench Installation and Removal Schedule or complete Advertising Benches within 1 year from commence of Installation - \$50 per bench for each delinquent day as outlined in Section G.2, Bench Installation and Removal Schedule.
4. It is mutually understood and agreed that the Contractor's failure to meet required performance standards will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix, that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time, and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. The Contract Manager may invoice the Contractor for any said liquidated damages.
 5. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

FF. Performance Requirement

Public Works will make random inspections of Advertising Benches to ascertain the condition of the Advertising Bench. An Advertising Bench may be considered in unacceptable condition if one or more of the following conditions are found during the inspection:

1. Visible graffiti from the street
2. An unsightly/significant amount of litter, dust, dirt, or weeds within a 10-foot radius of the Advertising Bench
3. Overflow of trash
4. Missing or damaged components of the Bench that pose danger to the public
5. Missing trash receptacle liners

When there is a justifiable reason for the Advertising Bench to be in an unacceptable condition, such as a community event that took place immediately prior to the inspection, the Contractor shall provide this justification in writing to the Contract Manager. Failure to comply with the requirements as specified in this section may result in the assessment of liquidated damages in Section EE.3.h.

In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

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.

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, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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 1 and ending the following June 30.

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 180 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 delegatee or assignee on any

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

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

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

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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 indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all

such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

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 Employees 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 monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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, 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 subparagraph as "force majeure events").

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

U. Governing Laws, Jurisdiction, and Venue

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

V. 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 Equal Employment Opportunity (EEO) Certification (Form PW-7).

3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope

addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Contracting Manager, Business Relations and Contracts Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

DD. Publicity

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

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

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted

in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

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

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. Subcontracting

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

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
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 Contracts & Business Affairs 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.

MM. Time Off for Voting

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

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other

means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense

(including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations 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 \$50,000, and list any County-required endorsement forms.

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

- d. Certificates and copies of any required endorsements shall be sent to:

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

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

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

Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of

Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, 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 Insurance Services Office, Inc. (ISO) 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 nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

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 the 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

SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE 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 SE.

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 SE.

If Contractor has obtained County certification as a SE 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, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE 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 to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 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 DVBE.
- D. If Contractor has obtained certification as a DVBE 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:
 - a. 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.
 - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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 whose wages 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 2016 are less than \$53,505 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2017.

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 download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

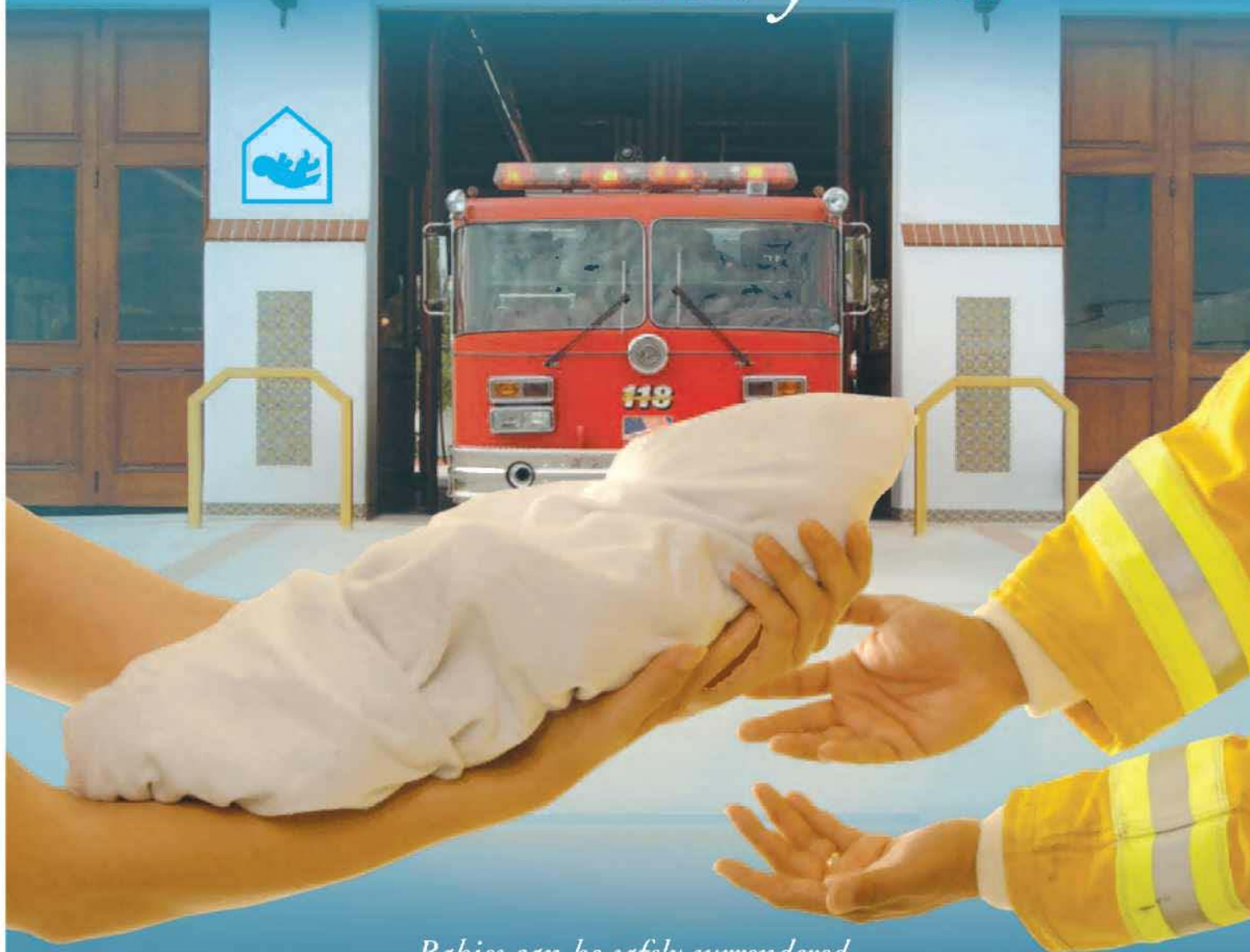
How Will My Employees Know If They Can Claim the EIC?

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?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

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?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$100 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Uniform	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Provide Payment Bond	Valid bond is furnished and not allowed to lapse	\$200 per day; potential suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. License and Certification	All license and certifications	\$200 per day; possible	<input type="checkbox"/> Yes	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	required to perform the work, if any.	suspension; possible termination for default of contract.	<input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

ADVERTISING BUS BENCH PROGRAM LOCATION SUMMARY

SD	COMMUNITY	NO. OF BENCHES BY COMMUNITY	NO. OF RECEPTACLES BY COMMUNITY
1	Avocado Heights	12	2
1	Bassett	8	1
1	East Los Angeles	130	55
1	Florence/Walnut Park	9	1
1	Rowland Heights	1	0
1	South San Gabriel	7	3
1	South San Jose Hills	5	3
1	Unincorporated City of Azusa/Irwindale	8	0
1	Valinda	20	6

TOTAL NO. OF UNITS FOR SUPERVISORIAL DISTRICT 1 200 71

2	Athens	31	2
2	East Compton	5	2
2	El Camino Village	11	2
2	Florence/Walnut Park	17	4
2	Harbor City	39	11
2	Ladera Heights	34	14
2	Lennox	15	2
2	Rancho Dominguez	12	2
2	Rosewood	57	24
2	Willowbrook	15	4

TOTAL NO. OF UNITS FOR SUPERVISORIAL DISTRICT 2 236 67

3	West Los Angeles (Veteren Administration)	1	0
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TOTAL NO. OF UNITS FOR SUPERVISORIAL DISTRICT 3 1 0

4	Hacienda Heights	52	0
4	Rowland Heights	36	1
4	South Whittier	66	12
4	West Whittier	39	6

TOTAL NO. OF UNITS FOR SUPERVISORIAL DISTRICT 4 193 19

5	Altadena	50	19
5	Charter Oak	29	4
5	East Pasadena	56	22
5	East San Gabriel	7	4
5	La Crescenta	6	4
5	Montrose	9	5
5	Santa Clarita	2	2
5	Unincorporated City of Arcadia	10	3
5	Unincorporated City of Azusa/Irwindale	1	0

TOTAL NO. OF UNITS FOR SUPERVISORIAL DISTRICT 5 170 63

TOTAL NO. OF ADVERTISING BENCHES 800

TOTAL NO. OF TRASH RECEPTACLES 220

ADVERTISING BUS BENCH PROGRAM LOCATION SUMMARY

#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
EXISTING ADVERTISING BENCH LOCATIONS										
1	WB	120th St.	AT	1721 E. Blk. (MLK Hospital)	NS	Willowbrook	2	704G7		N
2	WB	120th St.	AT	1721 E. Blk. (MLK Hospital)	NS	Willowbrook	2	704G7		N, 2nd bench
3	WB	120th St.	NS	Compton.	NE	Willowbrook	2	704F7	Y	Y
4	WB	120th St.	NS	Western.	NE	Athens	2	703H7		Y
5	WB	120th St.	NS	Western.	NE	Athens	2	703H7		Y
6	EB	135th St.	NS	San Pedro.	SW	Rosewood	2	734D2		Y
7	WB	1st St.	NS	Eastern Ave.	NE	East Los Angeles	1	635 F6		Y
8	WB	1st St.	NS	Eastern Ave.	NE	East Los Angeles	1	635E5		Y
9	EB	1st St.	FS	Marianna Ave.	SE	East Los Angeles	1	635 F6		N
10	EB	1st St.	NS	Sunol Dr.	SW	East Los Angeles	1	635E6		N
11	WB	1st St.	NS	Sunol Dr.	NE	East Los Angeles	1	635 E6	Y	Y
12	EB	3rd St.	FS	Downey Rd.	SE	East Los Angeles	1	635 E6		N
13	EB	3rd St.	NS	Ford Ave. (60 Fwy)	SW	East Los Angeles	1	635 D6		N
14	WB	3rd St.	NS	Kern Ave.	NE	East Los Angeles	1	635 G6		N
15	EB	3rd St.	FS	La Verne Ave.	SE	East Los Angeles	1	635 G6		N
16	WB	3rd St.	NS	Sunol Dr.	NE	East Los Angeles	1	635E6		N
17	NB	7th Ave.	NS	Clark Avenue.	SE	Hacienda Heights	4	637 J7		Y
18	NB	7th Ave.	FS	Pomona Fwy/Gale Ave.	NE	Hacienda Heights	4	677 J1		Y
19	NB	7th Ave.	NS	Valley Blvd.	SE	Avocado Heights	1	638 B5	Y	Y
20	WB	92nd St.	FS	Bandera St.	NW	Florence/Walnut Park	1	704G3	Y	Y
21	WB	Alondra Blvd.	NS	Avalon Blvd.	NE	Rosewood	2	734 E6		N
22	WB	Alondra Blvd.	NS	Avalon Blvd.	NE	Rosewood	2	734E6		N, 2nd bench
23	EB	Alondra Blvd.	NS	Haskins Ave.	SW	Rosewood	2	734E6		N
24	WB	Alondra Blvd.	FS	Haskins Ave.	NW	Rosewood	2	734E6		Y
25	EB	Altadena Dr.	NS	Fontanet Wy.	SW	Altadena	5	536 A5		Y
26	EB	Altadena Dr.	NS	Lake Ave.	SW	Altadena	5	536A5		N
27	SB	Altadena Dr.	FS	New York Dr.	SW	Altadena	5	566E1	Y	Y
28	NB	Altadena Dr.	NS	Washington Blvd.	SE	Altadena	5	566 E1		N
29	NB	Altadena Dr.	NS	Washington Blvd.	SE	Altadena	5	566E1		N, 2nd bench
30	SB	Altadena Dr.	FS	Washington Blvd.	SW	Altadena	5	566E1	Y	Y
31	EB	Amar Rd.	NS	California Ave.	SW	Valinda	1	638C5	Y	Y
32	WB	Amar Rd.	NS	California Ave.	NE	Valinda	1	638C5	Y	Y
33	WB	Amar Rd.	FS	Echelon Ave.	NW	Valinda	1	638F5		Y
34	EB	Amar Rd.	AT	Lark Ellen Ave.	SS	Valinda	1	638H6	Y	Y
35	EB	Amar Rd.	FS	Melham Ave.	SE	Valinda	1	638C5	Y	Y
36	EB	Amar Rd.	NS	Puente Ave.	SW	Valinda	1	638B3	Y	Y
37	WB	Amar Rd.	NS	Sandy Hook Ave.	NE	Valinda	1	638C5	Y	Y
38	WB	Amar Rd.	NS	Sunkist Ave.	NE	Valinda	1	638B3		Y
39	EB	Amar Rd.	FS	Temple Ave.	SE	Valinda	1	638H7		N
40	WB	Amar Rd.	NS	Tonopah Ave.	NW	Valinda	1	638C3		N
41	EB	Amar Rd.	NS	Unruh Ave.	SW	Valinda	1	638D5		N
42	EB	Amar Rd.	FS	Valinda Ave.	SE	Valinda	1	638G5	Y	Y
43	NB	Arizona Ave.	NS	Eagle St.	SE	East Los Angeles	1	635G7		N
44	NB	Arizona Ave.	NS	Eagle St.	SE	East Los Angeles	1	635G7		N, 2nd bench
45	SB	Arizona Ave.	NS	Eagle St.	NW	East Los Angeles	1	635G7		N
46	EB	Arrow Hwy.	NS	Banna Ave.	SW	Charter Oak	5	599 F2		N
47	EB	Arrow Hwy.	FS	Barranca Ave.	SE	Charter Oak	5	599 C2		Y
48	EB	Arrow Hwy.	FS	Barranca Ave.	SE	Charter Oak	5	599C2		Y
49	EB	Arrow Hwy.	NS	Bonnie Cove Ave.	SW	Charter Oak	5	599 F2		Y
50	WB	Arrow Hwy.	FS	Bonnie Cove Ave.	NW	Charter Oak	5	599F2		Y
51	EB	Arrow Hwy.	NS	Clydebank Ave.	SW	Charter Oak	5	598G2	Y	Y
52	WB	Arrow Hwy.	NS	Clydebank Ave.	NE	Charter Oak	5	598G2		Y
53	EB	Arrow Hwy.	NS	Enid St.	SW	Charter Oak	5	598H2	Y	Y
54	WB	Arrow Hwy.	NS	Enid St.	NE	Charter Oak	5	598H2	Y	Y
55	EB	Arrow Hwy.	FS	Fair Valley Ave.	SE	Charter Oak	5	599C2	Y	Y
56	WB	Arrow Hwy.	AT	Fenimore Ave 100'E.	NS	Charter Oak	5	599B2		N
57	EB	Arrow Hwy.	NS	Glendora Ave.	SW	Charter Oak	5	599 E2	Y	Y
58	EB	Arrow Hwy.	FS	Lark Ellen Ave.	SE	Charter Oak	5	598 H2	Y	Y

ADVERTISING BUS BENCH PROGRAM LOCATION SUMMARY

#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
59	EB	Arrow Hwy.	FS	Lyman Ave.	SE	Charter Oak	5	599G2	Y	Y
60	EB	Arrow Hwy.	FS	Strawberry Ln.	SE	Charter Oak	5	599G2		N
61	WB	Arrow Hwy.	AT	Strawberry Ln.	NS	Charter Oak	5	599G2		Y
62	EB	Arrow Hwy.	NS	Sunflower Ln.	SW	Charter Oak	5	599G2	Y	Y
63	EB	Arrow Hwy.	NS	Valley Center Ave.	SW	Charter Oak	5	599H2	Y	Y
64	NB	Atlantic Blvd.	NS	4th St.	NE	East Los Angeles	1	635H6	Y	Y
65	NB	Atlantic Blvd.	NS	6th St.	NE	East Los Angeles	1	635H7	Y	Y
66	SB	Atlantic Blvd.	FS	6th St.	SW	East Los Angeles	1	635H7	Y	Y
67	NB	Atlantic Blvd.	NS	Alondra Blvd.	NE	East Compton	2	735D4		N
68	NB	Atlantic Blvd.	FS	Compton Blvd.	NE	East Compton	2	735D4	Y	Y
69	NB	Atlantic Blvd.	NS	Eagle St.	SE	East Los Angeles	1	635H7	Y	Y
70	SB	Atlantic Blvd.	NS	Eagle St.	NW	East Los Angeles	1	635H7		N
71	NB	Atlantic Blvd.	FS	Goodrich Blvd. (Telegraph Dr.)	NE	East Los Angeles	1	675 G2		N
72	SB	Atlantic Blvd.	FS	Hubbard St.	SW	East Los Angeles	1	635H7		N
73	SB	Atlantic Blvd.	FS	Hubbard St.	SW	East Los Angeles	1	635H7		N, 2nd bench
74	NB	Atlantic Blvd.	FS	Olympic Blvd.	NE	East Los Angeles	1	675G1		Y
75	NB	Atlantic Blvd.	FS	Olympic Blvd.	NE	East Los Angeles	1	675G1		Y
76	SB	Atlantic Blvd.	NS	Olympic Blvd.	NW	East Los Angeles	1	675G1	Y	Y
77	NB	Atlantic Blvd.	NS	Pomona Blvd. /3rd St.	SE	East Los Angeles	1	635H6	Y	Y
78	NB	Atlantic Blvd.	FS	Rosecrans Ave.	NE	East Compton	2	735D3	Y	Y
79	SB	Atlantic Blvd.	NS	Rosecrans Ave.	NW	East Compton	2	735D3	Y	Y
80	NB	Atlantic Blvd.	NS	Union Pacific Ave.	SE	East Los Angeles	1	675 G2		N
81	NB	Atlantic Blvd.	NS	Union Pacific Ave.	SE	East Los Angeles	1	675H2		N, 2nd bench
82	SB	Atlantic Blvd.	FS	Whittier Blvd.	SW	East Los Angeles	1	675H1	Y	Y
83	NB	Avalon Blvd.	@	14714 S Avalon Blvd.	ES	Rosewood	2	734 D3		Y
84	SB	Avalon Blvd.	NS	Compton Bl.	NW	Rosewood	2	734E4	Y	Y
85	NB	Avalon Blvd.	FS	Redondo Beach Blvd.	NE	Rosewood	2	734E5	Y	Y
86	SB	Avalon Blvd.	NS	Redondo Beach Blvd.	NW	Rosewood	2	734E5		Y
87	SB	Avalon Blvd.	NS	Rosecrans Ave.	NW	Rosewood	2	734E3		N
88	EB	Beverly Blvd.	NS	Gerhart Ave.	SW	East Los Angeles	1	634 J7		N
89	EB	Beverly Blvd.	NS	Gerhart Ave.	SW	East Los Angeles	1	635J7		N, 2nd bench
90	WB	Beverly Blvd.	FS	Gerhart Ave.	NW	East Los Angeles	1	635J7	Y	Y
91	EB	Beverly Blvd.	NS	Hillview Ave.	SW	East Los Angeles	1	635 H6		N
92	EB	Beverly Blvd.	NS	Hillview Ave.	SW	East Los Angeles	1	635H6		N, 2nd bench
93	WB	Beverly Blvd.	FS	Hillview Ave.	NW	East Los Angeles	1	635H6		N
94	WB	Blanchard St.	FS	Rowan Ave.	NW	East Los Angeles	1	635D4		N
95	SB	Broadway St.	FS	124th St.	SW	Willowbrook	2	734 C1	Y	Y
96	NB	Broadway St.	FS	135th St.	NE	Rosewood	2	734 C2		N
97	NB	Broadway St.	NS	157th St.	SE	Rosewood	2	734 C6		N
98	SB	Broadway St.	NS	Alondra Blvd.	NW	Rosewood	2	734 C6	Y	Y
99	SB	Broadway St.	NS	Compton Blvd.	NW	Rosewood	2	734 C4	Y	Y
100	NB	Broadway St.	NS	Redondo Beach Blvd.	SE	Rosewood	2	734 C5		N
101	SB	Broadway St.	FS	Redondo Beach Blvd.	SW	Rosewood	2	734 C5		N
102	NB	Broadway St.	NS	Rosecrans Ave.	SE	Rosewood	2	734 C3		N
103	SB	Broadway St.	FS	Rosecrans Ave.	SW	Rosewood	2	734 C3		N
104	EB	Cameron Ave.	NS	Grand Ave.	SW	Charter Oak	5	639 E2		Y
105	EB	Cameron Ave.	NS	Grand Ave.	SW	Charter Oak	5	639 E2		Y
106	WB	Cameron Ave.	FS	Grand Ave.	NW	Charter Oak	5	639 E2		Y
107	WB	Cameron Ave.	FS	Grand Ave.	NW	Charter Oak	5	639 E2		Y
108	NB	Carmenita Rd.	FS	Meyer Rd.	NE	South Whittier	4	707 B7		Y
109	SB	Carmenita Rd.	FS	Meyer Rd.	SW	South Whittier	4	707 B7		Y
110	NB	Carmenita Rd.	FS	Trumball St.	NE	South Whittier	4	707 B4	Y	Y
111	SB	Carmenita Rd.	FS	Trumball St.	SW	South Whittier	4	707 B4	Y	Y
112	WB	Carson St.	FS	Hospital.	NW	Harbor City	2	764A6	Y	Y
113	EB	Carson St.	FS	Normandie Ave.	SE	Harbor City	2	764A6		Y
114	EB	Carson St.	FS	Vermont Ave.	SE	Harbor City	2	764B6		N
115	EB	Carson St.	FS	Vermont Ave.	SE	Harbor City	2	764B6		N, 2nd bench
116	WB	Carson St.	NS	Vermont Ave.	NE	Harbor City	2	764 B6		N
117	WB	Carson St.	NS	Vermont Ave.	NE	Harbor City	2	764B6		N, 2nd bench

ADVERTISING BUS BENCH PROGRAM LOCATION SUMMARY

#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
118	WB	Centinela Ave.	NS	Alvern St.	NE	Ladera Heights	2	673A7		Y
119	WB	Centinela Ave.	NS	Alvern St.	NE	Ladera Heights	2	672 J7		Y
120	WB	Centinela Ave.	NS	Green Vy Cir.	NE	Ladera Heights	2	672J7		N
121	WB	Centinela Ave.	NS	Green Vy Cir.	NE	Ladera Heights	2	672J7		N, 2nd bench
122	EB	Central Ave.	NS	123rd St.	SW	Willowbrook	2	734F1	Y	Y
123	SB	Central Ave.	NS	148th St.	NW	Rosewood	2	734 F4		N
124	SB	Central Ave.	FS	El Segundo Blvd.	SW	Willowbrook	2	734F1	Y	Y
125	EB	Century Blvd.	FS	La Cienega Blvd.	SE	Lennox	2	703A4		N
126	EB	Century Blvd.	FS	La Cienega Blvd.	SE	Lennox	2	703A4		N, 2nd bench
127	EB	Century Blvd.	FS	Normandie Ave.	SE	Athens	2	703J4		N
128	EB	Century Blvd.	NS	Vermont Ave.	SW	Athens	2	704A4	Y	Y
129	EB	Cesar Chavez Ave.	AT	Belvedere Pk.	SS	East Los Angeles	1	635H5	Y	Y
130	WB	Cesar Chavez Ave.	NS	Indiana St.	NE	East Los Angeles	1	635D5	Y	Y
131	WB	Cesar Chavez Ave.	NS	Indiana St.	SE	East Los Angeles	1	635D5	Y	Y
132	EB	Cesar Chavez Ave.	FS	Marianna Ave.	SE	East Los Angeles	1	635E5		Y
133	EB	Cesar Chavez Ave.	NS	Mednik Ave.	SW	East Los Angeles	1	635G5	Y	Y
134	WB	Cesar Chavez Ave.	NS	Record Ave.	NE	East Los Angeles	1	635E5		N
135	WB	Citrus Ave.	NS	Baseline Rd.	NE	Unincorp. Azusa/Irwindale	1	569B7	Y	Y
136	NB	City Terrace Dr.	NS	Townsend Ave.	SE	East Los Angeles	1	635 D4		N
137	SB	City Terrace Dr.	NS	Townsend Ave.	NW	East Los Angeles	1	635D4		N
138	EB	City Terrace Dr.	FS	Van Pelt Ave.	SE	East Los Angeles	1	635E3	Y	Y
139	EB	Colima Rd.	NS	Albatross Rd.	SW	Rowland Heights	4	678H4	Y	Y
140	WB	Colima Rd.	FS	Allenton Ave.	NW	Hacienda Heights	4	678 C6		Y
141	WB	Colima Rd.	FS	Allenton Ave.	NW	Hacienda Heights	4	678C6		Y
142	EB	Colima Rd.	NS	Avalo Dr.	SW	Hacienda Heights	4	678A6	Y	Y
143	WB	Colima Rd.	NS	Avalo Dr.	NE	Hacienda Heights	4	678A6	Y	Y
144	EB	Colima Rd.	FS	Banida Ave.	SE	Rowland Heights	4	679C5	Y	Y
145	WB	Colima Rd.	FS	Banida Ave.	NE	Rowland Heights	4	679C5		Y
146	WB	Colima Rd.	FS	Banida Ave.	NE	Rowland Heights	4	679C5		Y
147	EB	Colima Rd.	NS	Batson Ave.	SW	Rowland Heights	4	679A5		Y
148	WB	Colima Rd.	NS	Batson Ave.	NE	Rowland Heights	4	679A5	Y	Y
149	EB	Colima Rd.	NS	Camino Del Sur.	SW	Hacienda Heights	4	678 A6		Y
150	WB	Colima Rd.	FS	Country Cyn Rd.	NW	Hacienda Heights	4	678E5	Y	Y
151	EB	Colima Rd.	FS	Countrywood Ave.	SE	Hacienda Heights	4	678E4	Y	Y
152	WB	Colima Rd.	NS	Countrywood Ave.	NE	Hacienda Heights	4	678 E4		Y
153	WB	Colima Rd.	NS	Countrywood Ave.	NE	Hacienda Heights	4	678E4		Y
154	EB	Colima Rd.	NS	Desire Ave.	SW	Rowland Heights	4	679A5		Y
155	EB	Colima Rd.	NS	Desire Ave.	SW	Rowland Heights	4	679A5		Y
156	EB	Colima Rd.	FS	Fairway Dr./Brea Cyn Cut off.	SE	Rowland Heights	4	679E5	Y	Y
157	WB	Colima Rd.	FS	Fairway Dr./Brea Cyn Cut off.	NW	Rowland Heights	4	678 A6	Y	Y
158	EB	Colima Rd.	NS	Fullerton Rd.	SW	Rowland Heights	4	679A5	Y	Y
159	WB	Colima Rd.	FS	Fullerton Rd.	NW	Rowland Heights	1	679 A5	Y	Y
160	WB	Colima Rd.	FS	Greencastle Ave.	NW	Rowland Heights	4	679B5	Y	Y
161	EB	Colima Rd.	FS	Hacienda Blvd.	SE	Hacienda Heights	4	678 B6		Y
162	EB	Colima Rd.	FS	Hacienda Blvd.	SE	Hacienda Heights	4	678B6		Y
163	WB	Colima Rd.	FS	Hacienda Blvd.	NW	Hacienda Heights	4	678 B6		Y
164	WB	Colima Rd.	FS	Hacienda Blvd.	NW	Hacienda Heights	4	678B6		Y
165	WB	Colima Rd.	NS	Halliburton Rd.	NE	Hacienda Heights	4	678 E4		Y
166	WB	Colima Rd.	FS	Halliburton Rd.	NW	Hacienda Heights	4	678E5		Y
167	EB	Colima Rd.	NS	Jellick Ave.	SW	Rowland Heights	4	679 A5		Y
168	EB	Colima Rd.	NS	Jellick Ave.	SW	Rowland Heights	4	679A5		Y
169	EB	Colima Rd.	FS	Lake Canyon Dr.	SE	Rowland Heights	4	679 E4		Y
170	WB	Colima Rd.	AT	Lake Canyon Dr.	NS	Rowland Heights	4	679E4		Y
171	WB	Colima Rd.	NS	Lake Canyon Dr.	NE	Rowland Heights	4	679 E4		Y
172	EB	Colima Rd.	NS	Larkvane Rd.	SW	Rowland Heights	4	678J5		Y
173	EB	Colima Rd.	NS	Larkvane Rd.	SW	Rowland Heights	4	678J5		Y
174	EB	Colima Rd.	AT	Manor Gate Rd.	SS	Hacienda Heights	4	678F4	Y	Y
175	WB	Colima Rd.	NS	Manor Gate Rd.	NE	Hacienda Heights	4	678F4	Y	Y
176	EB	Colima Rd.	FS	Nausika Ave.	SE	Rowland Heights	4	679 D5	Y	Y

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#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
177	WB	Colima Rd.	FS	Nausika Ave.	NW	Rowland Heights	4	679D5	Y	Y
178	WB	Colima Rd.	FS	Nogales St. (100 Yard)	NW	Rowland Heights	4	679B5	Y	Y
179	EB	Colima Rd.	FS	Otterbein Ave.	SE	Rowland Heights	4	679C5		Y
180	EB	Colima Rd.	FS	Otterbein Ave.	SE	Rowland Heights	4	679C5		Y
181	WB	Colima Rd.	NS	Otterbein Ave.	NE	Rowland Heights	4	679C5		Y
182	WB	Colima Rd.	NS	Otterbein Ave.	NE	Rowland Heights	4	679C5		Y
183	EB	Colima Rd.	FS	Paso Real Ave.	SE	Rowland Heights	4	679B5	Y	Y
184	WB	Colima Rd.	FS	Paso Real Ave.	NW	Rowland Heights	4	679B5	Y	Y
185	EB	Colima Rd.	FS	Punta Del Este Dr.	SE	Hacienda Heights	4	678 D5		Y
186	WB	Colima Rd.	NS	Punta Del Este Dr.	NE	Hacienda Heights	4	678D5	Y	Y
187	EB	Colima Rd.	NS	Sierra Ridge Wy./Stimson Ave.	SW	Hacienda Heights	4	678 C5	Y	Y
188	WB	Colima Rd.	NS	Stimson Ave.	NE	Hacienda Heights	4	678C6		Y
189	WB	Colima Rd.	NS	Stimson Ave.	NE	Hacienda Heights	4	678C6		Y
190	EB	Colima Rd.	FS	Walnut Hall Rd.	SE	Rowland Heights	4	678 H4		Y
191	EB	Colima Rd.	FS	Walnut Hall Rd.	SE	Rowland Heights	4	678H4		Y
192	WB	Colorado Blvd.	NS	Beacon Pl.	NE	East Pasadena	5	566H4	Y	Y
193	WB	Colorado Blvd.	NS	Lotus Ave.	NE	East Pasadena	5	566H4		N
194	WB	Colorado Blvd.	NS	Lotus Ave.	NE	East Pasadena	5	566H4		N, 2nd bench
195	WB	Colorado Blvd.	FS	Michillinda Ave.	NW	East Pasadena	5	566J5	Y	Y
196	EB	Colorado Blvd.	FS	Rosemead Blvd.	SE	East Pasadena	5	566H4		Y
197	EB	Colorado Blvd.	FS	Rosemead Blvd.	SE	East Pasadena	5	566H4		Y
198	SB	Compton Ave.	FS	70th St.	SW	Florence / Walnut Park	2	674 F7		Y
199	NB	Compton Ave.	NS	Florence Ave.	SE	Florence / Walnut Park	1	674F7	Y	Y
200	SB	Compton Ave.	NS	Florence Ave.	NW	Florence / Walnut Park	1	674F7	Y	Y
201	EB	Compton Ave.	NS	Stanford Ave.	SW	Rosewood	2	734 E4		Y
202	EB	Compton Blvd.	FS	Avalon Blvd.	SE	Rosewood	2	734 E4	Y	Y
203	NB	Compton Blvd.	FS	Avalon Blvd.	NE	Rosewood	2	734E5	Y	Y
204	WB	Compton Blvd.	FS	Stanford Ave.	NE	Rosewood	2	734E5		Y
205	WB	Covina Blvd.	FS	Mangrove Ave.	NW	Charter Oak	5	599E3	Y	Y
206	WB	Covina Blvd.	FS	Sunflower Ave.	NW	Charter Oak	5	599G3		Y
207	EB	Covina Blvd.	NS	Valley Center Ave.	SW	Charter Oak	5	599H3	Y	Y
208	WB	Covina Blvd.	FS	Valley Center Ave.	NW	Charter Oak	5	599H3	Y	Y
209	SB	Crenshaw Blvd.	NS	147th St.	NW	El Camino Village	2	733 F4		Y
210	SB	Crenshaw Blvd.	NS	147th St.	NW	El Camino Village	2	733 F4		Y
211	SB	Crenshaw Blvd.	AT	El Camino College Ent.	SW	El Camino Village	2	733 F6		Y
212	SB	Crenshaw Blvd.	NS	Manhattan Beach Blvd.	NW	El Camino Village	2	733F6		Y
213	SB	Crenshaw Blvd.	FS	Marine Ave.	SW	El Camino Village	2	733F4		Y
214	NB	Eastern Ave.	FS	1st St.	NE	East Los Angeles	1	635 F6		Y
215	NB	Eastern Ave.	FS	1st St.	NE	East Los Angeles	1	635E5		Y
216	NB	Eastern Ave.	FS	3rd St.	NE	East Los Angeles	1	635 F6		N
217	SB	Eastern Ave.	NS	Cesar Chavez Ave.	NW	East Los Angeles	1	635 F5		Y
218	SB	Eastern Ave.	NS	Cesar Chavez Ave.	NW	East Los Angeles	1	635 F5		Y
219	NB	Eastern Ave.	FS	Floral Dr.	NE	East Los Angeles	1	635F5		Y
220	SB	Eastern Ave.	FS	Floral Dr.	SW	East Los Angeles	1	635 F5		Y
221	SB	Eastern Ave.	FS	Floral Dr.	SW	East Los Angeles	1	635F5		Y
222	SB	Eastern Ave.	NS	Gleason St.	NW	East Los Angeles	1	635E6		Y
223	SB	Eastern Ave.	NS	Marianna Ave.	NW	East Los Angeles	1	635E4		N
224	SB	Eastern Ave.	FS	Olympic Blvd.	SW	East Los Angeles	1	675 F1		N
225	SB	Eastern Ave.	FS	Olympic Blvd.	SW	East Los Angeles	1	675F1		N, 2nd bench
226	NB	Eastern Ave.	NS	Ramona Blvd.	SE	East Los Angeles	1	635F2	Y	Y
227	SB	Eastern Ave.	FS	Ramona Blvd.	SW	East Los Angeles	1	635F2	Y	Y
228	NB	Eastern Ave.	NS	Sheriff Rd.	SE	East Los Angeles	1	635E4		Y
229	NB	Eastern Ave.	NS	Sheriff Rd.	SE	East Los Angeles	1	635E4		Y
230	SB	Eastern Ave.	FS	Sheriff Rd.	SW	East Los Angeles	1	634 F4		N
231	SB	Eastern Ave.	AT	Sheriff Rd.	WS	East Los Angeles	1	635E4		N, 2nd bench
232	EB	El Segundo Blvd.	FS	Avalon Blvd.	SE	Willowbrook	2	734 D1	Y	Y
233	WB	El Segundo Blvd.	NS	Broadway St.	NE	Rosewood	2	734C1		Y
234	WB	El Segundo Blvd.	NS	Broadway St.	NE	Rosewood	2	734C1		Y
235	WB	El Segundo Blvd.	NS	Budlong Ave.	NE	Athens	2	734A1	Y	Y

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#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
236	WB	El Segundo Blvd.	FS	Central Ave.	NW	Willowbrook	2	734F1	Y	Y
237	EB	El Segundo Blvd.	FS	Figueroa Dr.	SE	Willowbrook	2	734 C1		N
238	WB	El Segundo Blvd.	NS	Halldale Ave.	NE	Athens	2	733J1		Y
239	WB	El Segundo Blvd.	NS	Harvard Blvd.	NE	Athens	2	733J1		Y
240	WB	El Segundo Blvd.	OPP	Keene Ave. (Magic Johnson Par	NS	Willowbrook	2	734 E2	Y	Y
241	WB	El Segundo Blvd.	FS	Main St.	NW	Rosewood	2	734C1		Y
242	EB	El Segundo Blvd.	NS	San Pedro St.	SW	Rosewood	2	734D1	Y	Y
243	WB	El Segundo Blvd.	FS	San Pedro St.	NW	Rosewood	2	734D1	Y	Y
244	WB	El Segundo Blvd.	NS	Western Ave.	NE	Athens	2	733H1		Y
245	WB	El Segundo Blvd.	NS	Willowbrook Ave.	NE	Willowbrook	2	734 H1		N
246	NB	Fair Oaks Ave.	AT	Figueroa St.	ES	Altadena	5	535H6	Y	Y
247	SB	Fair Oaks Ave.	NS	Figueroa St.	NW	Altadena	5	535H6	Y	Y
248	SB	Fair Oaks Ave.	FS	Mountain View St.	SW	Altadena	5	535 H6		N
249	NB	Fair Oaks Ave.	FS	Ventura St.	NE	Altadena	5	535H6		N
250	NB	Fair Oaks Ave.	NS	Woodbury Rd.	SE	Altadena	5	535H6		N
251	SB	Fair Oaks Ave.	FS	Woodbury Rd.	SW	Altadena	5	535H6	Y	Y
252	NB	Figueroa St.	FS	Compton Blvd.	NE	Rosewood	2	734B4		N
253	NB	Figueroa St.	FS	Redondo Beach Blvd.	NE	Rosewood	2	734B5		Y
254	EB	Firestone Blvd.	FS	Compton Ave.	SE	Florence / Walnut Park	2	704F2		Y
255	WB	Floral Dr.	FS	Eastern Ave.	NW	East Los Angeles	1	635E5		N
256	EB	Foothill Blvd.	FS	Quigley Ave.	SE	East Pasadena	5	566H4		N
257	EB	Foothill Blvd.	FS	Quigley Ave.	SE	East Pasadena	5	566H4		N, 2nd bench
258	EB	Foothill Blvd.	FS	Rosemead Blvd.	SE	East Pasadena	5	566 H4		N
259	EB	Foothill Blvd.	FS	Rosemead Blvd.	SE	East Pasadena	5	566 H4		N, 2nd bench
260	NB	Ford Blvd.	NS	Whittier Blvd.	SE	East Los Angeles	1	635F7		N
261	EB	Francisquito Ave.	NS	Orange Ave.	SW	Valinda	1	638C2		Y
262	EB	Francisquito Ave.	NS	Willow Ave.	SW	Valinda	1	638C2		Y
263	EB	Gage Ave.	NS	Compton Ave.	SW	Florence/Walnut Park	2	674 F6		N
264	WB	Gage Ave.	FS	Compton Ave.	NW	Florence/Walnut Park	2	674 F6		N
265	WB	Gage Ave.	FS	Compton Ave.	NW	Florence/Walnut Park	2	674 F6		N, 2nd bench
266	WB	Gage Ave.	NS	Hammel St.	NE	East Los Angeles	1	635E5		N
267	EB	Gage Ave.	NS	Wilmington Ave.	SW	Florence/Walnut Park	2	674 G6		N
268	EB	Gale Ave.	FS	7th Ave.	SE	Hacienda Heights	4	677J1		Y
269	EB	Gale Ave.	FS	7th Ave.	SE	Hacienda Heights	4	677J1		Y
270	EB	Gale Ave.	FS	Hacienda Blvd.	SE	Hacienda Heights	4	678 C2		Y
271	EB	Gale Ave.	FS	Hacienda Blvd.	SE	Hacienda Heights	4	678C2		Y
272	WB	Gale Ave.	FS	Hacienda Blvd.	NW	Hacienda Heights	4	678C2	Y	Y
273	EB	Gale Ave.	NS	Hinnen Ave.	SW	Hacienda Heights	4	678D2		Y
274	WB	Gale Ave.	NS	Latchford Ave.	NE	Hacienda Heights	4	677J1		Y
275	WB	Gale Ave.	NS	Latchford Ave.	NE	Hacienda Heights	4	677J1		Y
276	EB	Gale Ave.	NS	Stimson Ave.	SW	Hacienda Heights	4	678D2		Y
277	EB	Gale Ave.	FS	Turnbull Canyon Rd.	SE	Hacienda Heights	4	678 B2	Y	Y
278	SB	Garfield Ave.	NS	Olympic Blvd.	NW	East Los Angeles	1	676A2	Y	Y
279	NB	Grand Ave.	FS	Cienega Ave.	NE	Charter Oak	5	599D3		N
280	NB	Hacienda Blvd.	FS	Colima Rd.	NE	Hacienda Heights	4	678B6	Y	Y
281	NB	Hacienda Blvd.	FS	Francisquito Ave.	E/NE	Valinda	1	638E3	Y	Y
282	SB	Hacienda Blvd.	FS	Francisquito Ave.	W/SW	Valinda	1	638E3		N
283	NB	Hacienda Blvd.	FS	Gale Ave.	NE	Hacienda Heights	4	678C2		Y
284	SB	Hacienda Blvd.	FS	Gale Ave.	SW	Hacienda Heights	4	678C2	Y	Y
285	NB	Hacienda Blvd.	FS	Halliburton Rd.	NE	Hacienda Heights	4	678B4		Y
286	NB	Hacienda Blvd.	FS	Halliburton Rd.	NE	Hacienda Heights	4	678B4		Y
287	NB	Hacienda Blvd.	FS	Los Altos Dr.	NE	Hacienda Heights	4	678B5		Y
288	SB	Hacienda Blvd.	FS	Los Altos Dr.	SW	Hacienda Heights	4	678B5		Y
289	NB	Hacienda Blvd.	NS	Lujon St.	SE	Hacienda Heights	4	678C3	Y	Y
290	SB	Hacienda Blvd.	NS	Lujon St.	NW	Hacienda Heights	4	678C3	Y	Y
291	NB	Hacienda Blvd.	FS	Maplegrove St.	NE	Valinda	1	638D4		Y
292	NB	Hacienda Blvd.	NS	Newton St.	SE	Hacienda Heights	4	678B4	Y	Y
293	SB	Hacienda Blvd.	NS	Newton St.	NW	Hacienda Heights	4	678B4		Y
294	NB	Hacienda Blvd.	NS	Tetley St.	SE	Hacienda Heights	4	678B4	Y	Y

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#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
295	SB	Hacienda Blvd.	FS	Tetley St.	SW	Hacienda Heights	4	678B4		Y
296	NB	Hacienda Blvd.	NS	Three Palm St.	SE	Hacienda Heights	4	638 C2	Y	Y
297	SB	Hacienda Blvd.	FS	Three Palm St.	SW	Hacienda Heights	4	638 C2		Y
298	EB	Halliburton Rd.	FS	Hacienda Blvd.	SE	Hacienda Heights	4	678B4	Y	Y
299	EB	Halliburton Rd.	NS	Stimson Ave.	SW	Hacienda Heights	4	678C4		Y
300	WB	Halliburton Rd.	NS	Stimson Ave.	NE	Hacienda Heights	4	678C4		Y
301	WB	Hamilton Ave.	FS	Torrance Blvd -300 Ft.	NW	Harbor City	2	764B4	Y	Y
302	WB	Hammel St.	FS	Gage Ave.	NW	East Los Angeles	1	635E5		N
303	NB	Hawthorne Blvd.	FS	104th St.	NE	Lennox	2	703C5		Y
304	SB	Hawthorne Blvd.	FS	Lennox St.	SW	Lennox	2	703 C6		Y
305	NB	Hawthorne Blvd.	FS	Lennox St.	NE	Lennox	2	703C6	Y	Y
306	SB	Hawthorne Blvd.	FS	Lennox St.	SW	Lennox	2	703 C6		Y
307	SB	Herbert Ave.	NS	Whittier Blvd.	NW	East Los Angeles	1	635E7	Y	Y
308	NB	Hill Dr.	NS	Potrero Grande Dr.	SE	South San Gabriel	1	636 E4		Y
309	NB	Hill Dr.	NS	Potrero Grande Dr.	SE	South San Gabriel	1	636 E4		Y
310	NB	Holmes Ave.	NS	68th St.	SE	Florence/Walnut Park	1	674G7		Y
311	NB	Holmes Ave.	FS	Florence Ave.	NE	Florence/Walnut Park	2	674 G7		Y
312	NB	Holmes Ave.	NS	Randolph St.	SE	Florence/Walnut Park	1	674G6	Y	Y
313	NB	Hooper Ave.	FS	Gage Ave.	NE	Florence/Walnut Park	1	674F6		Y
314	WB	Huntington Dr.	FS	El Campo Dr.	NW	East Pasadena	5	566F7	Y	Y
315	EB	Huntington Dr.	NS	La Presa Dr.	SW	East Pasadena	5	566G7		N
316	EB	Huntington Dr.	NS	La Presa Dr.	SW	East Pasadena	5	566G7		N, 2nd bench
317	WB	Huntington Dr.	FS	Madre St.	NW	East Pasadena	5	566G7	Y	Y
318	EB	Huntington Dr.	NS	Muscatel Ave.	SW	East Pasadena	5	566G7		N
319	EB	Huntington Dr.	NS	Muscatel Ave.	SW	East Pasadena	5	566G7		N, 2nd bench
320	EB	Huntington Dr.	FS	Rosemead Blvd.	SE	East Pasadena	5	566 H6	Y	Y
321	EB	Huntington Dr.	NS	Rosemead Blvd.	SW	East Pasadena	5	566H6	Y	Y
322	WB	Huntington Dr.	FS	Rosemead Blvd.	NW	East Pasadena	5	566H6	Y	Y
323	EB	Huntington Dr.	FS	San Gabriel Blvd.	SE	East Pasadena	5	566F7	Y	Y
324	WB	Imperial Hwy.	FS	Burgess Ave.	NW	South Whittier	4	737 E1		Y
325	WB	Imperial Hwy.	NS	Carmenita Rd.	NE	South Whittier	4	737 C1		Y
326	WB	Imperial Hwy.	NS	Carmenita Rd.	NE	South Whittier	4	737C1		Y
327	EB	Imperial Hwy.	NS	Compton Ave.	SW	Willowbrook	2	704G7	Y	Y
328	EB	Imperial Hwy.	FS	Denker Ave.	SE	Athens	2	703J6	Y	Y
329	WB	Imperial Hwy.	NS	Denker Ave.	NE	Athens	2	703 J6		Y
330	WB	Imperial Hwy.	NS	Denker Ave.	NE	Athens	2	703J6		Y
331	WB	Imperial Hwy.	FS	First Ave.	NW	South Whittier	4	738 A1	Y	Y
332	WB	Imperial Hwy.	NS	Grovedale Dr.	NE	South Whittier	4	737J1		Y
333	WB	Imperial Hwy.	NS	Grovedale Dr.	NE	South Whittier	4	737J1		Y
334	WB	Imperial Hwy.	NS	Leffingwell Rd.	NE	South Whittier	4	737B1		Y
335	WB	Imperial Hwy.	NS	Leffingwell Rd.	NE	South Whittier	4	737 B1		Y
336	EB	Imperial Hwy.	NS	Normandie Ave.	SW	Athens	2	703J7	Y	Y
337	WB	Imperial Hwy.	NS	Normandie Ave.	NE	Athens	2	703J7	Y	Y
338	WB	Imperial Hwy.	FS	Springview Dr.	NW	South Whittier	4	737 F1	Y	Y
339	WB	Imperial Hwy.	NS	Tigrina Ave.	NE	South Whittier	4	738 A1		Y
340	WB	Imperial Hwy.	NS	Tigrina Ave.	NE	South Whittier	4	738 A1		Y
341	WB	Imperial Hwy.	FS	Valley View Ave.	NW	South Whittier	4	737D1		Y
342	WB	Imperial Hwy.	FS	Valley View Ave.	NW	South Whittier	4	737D1		Y
343	WB	Imperial Hwy.	NS	Van Ness Ave.	NE	Athens	2	703H7		Y
344	EB	Imperial Hwy.	FS	Western Ave.	SE	Athens	2	703H6		Y
345	EB	Imperial Hwy.	FS	Western Ave.	SE	Athens	2	703H6		Y
346	WB	Imperial Hwy.	FS	Western Ave.	NW	Athens	2	703H6		Y
347	WB	Imperial Hwy.	NS	Wilton Pl.	NE	Athens	2	703 H6		Y
348	WB	Imperial Hwy.	NS	Wilton Pl.	NE	Athens	2	703H7		Y
349	NB	Inglewood Ave.	NS	104th St.	SE	Lennox	2	703B5		N
350	NB	Inglewood Ave.	NS	104th St.	SE	Lennox	2	703B5		N, 2nd bench
351	NB	Inglewood Ave.	NS	111th St.	SE	Lennox	2	703B6		Y
352	SB	Inglewood Ave.	NS	111th St.	NW	Lennox	2	703B6		Y
353	NB	Inglewood Ave.	FS	Lennox Blvd.	NE	Lennox	2	703B6		Y

ADVERTISING BUS BENCH PROGRAM LOCATION SUMMARY

#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
354	SB	Inglewood Ave.	NS	Lennox Blvd.	NW	Lennox	2	703B6		Y
355	NB	Irwindale Ave.	FS	Badillo St.	NE	Unincorp. Azusa/Irwindale	1	598F5	Y	Y
356	NB	Irwindale Ave.	NS	San Bernardino Rd.	SE	Unincorp. Azusa/Irwindale	1	598F5	Y	Y
357	SB	Irwindale Ave.	NS	San Bernardino Rd.	NW	Unincorp. Azusa/Irwindale	1	598 F5	Y	Y
358	NB	La Brea Ave.	NS	62nd St.	SE	Ladera Heights	2	673 C6		N
359	SB	La Brea Ave.	NS	62nd St.	NW	Ladera Heights	2	673 C6		N
360	SB	La Brea Ave.	NS	62nd St.	NW	Ladera Heights	2	673B6		N, 2nd bench
361	SB	La Brea Ave.	FS	Slauson Ave.	SW	Ladera Heights	2	673B6		N
362	NB	La Cienega Blvd.	NS	104th St.	SE	Lennox	2	703B6		Y
363	NB	La Cienega Blvd.	NS	104th St.	SE	Lennox	2	703B6		Y
364	NB	La Cienega Blvd. (FWY Ramp)	FS	Slauson Ave.	NE	Ladera Heights	2	673 A6		N
365	NB	La Cienega Blvd. (FWY Ramp)	FS	Slauson Ave.	NE	Ladera Heights	2	673A6		N, 2nd bench
366	SB	La Cienega Blvd. (FWY Ramp)	FS	Slauson Ave.	SW	Ladera Heights	2	673 A6		Y
367	SB	La Cienega Blvd. (FWY Ramp)	FS	Slauson Ave.	SW	Ladera Heights	2	673 A6		Y
368	NB	La Crescenta Ave.	NS	Foothill Blvd. (opp Mary)	SE	La Crescenta	5	534G1		N
369	NB	La Crescenta Ave.	NS	Foothill Blvd. (opp Mary)	SE	La Crescenta	5	534G1		N, 2nd bench
370	NB	La Crescenta Ave.	NS	Prospect Ave.	SE	La Crescenta	5	534 G1		N
371	SB	La Crescenta Ave.	NS	Prospect Ave.	NW	La Crescenta	5	534 F1		N
372	SB	La Crescenta Ave.	NS	Prospect Ave.	NW	La Crescenta	5	534G1		N, 2nd bench
373	NB	La Mirada Blvd.	FS	Hornell St.	NE	South Whittier	4	707 G6		Y
374	NB	La Mirada Blvd.	FS	Leffingwell Rd.	NE	South Whittier	4	707G6		Y
375	SB	La Mirada Blvd.	FS	Mulberry Dr.	SW	South Whittier	4	707 F5		Y
376	EB	La Puente Rd.	NS	Sentous.	SW	Rowland Heights	4	679D1		Y
377	EB	La Puente Rd.	NS	Sentous St.	SW	Rowland Heights	4	679D1		Y
378	SB	La Tijera Blvd.	NS	58th St.	NW	Ladera Heights	2	673B6		N
379	NB	La Tijera Blvd.	FS	59th St.	NE	Ladera Heights	2	673 B6		N
380	NB	La Tijera Blvd.	FS	59th St.	NE	Ladera Heights	2	673B6		N, 2nd bench
381	SB	La Tijera Blvd.	NS	59th St.	NW	Ladera Heights	2	673 B6		N
382	SB	La Tijera Blvd.	NS	59th St.	NW	Ladera Heights	2	673B6		N, 2nd bench
383	SB	La Tijera Blvd.	FS	Slauson Ave.	SW	Ladera Heights	2	673 B6		Y
384	SB	Lake Ave.	NS	Alameda St.	NW	Altadena	5	536 A7		N
385	NB	Lake Ave.	FS	Boston St.	NE	Altadena	5	536A6	Y	Y
386	SB	Lake Ave.	NS	Mariposa St.	NW	Altadena	5	536A6		Y
387	SB	Lake Ave.	NS	Mariposa St.	NW	Altadena	5	536A6		Y
388	NB	Lake Ave.	NS	Mendocino St.	SE	Altadena	5	536 A6		Y
389	NB	Lake Ave.	NS	Mendocino St.	SE	Altadena	5	536A6		Y
390	SB	Lake Ave.	FS	Mendocino St.	SW	Altadena	5	536A6		Y
391	NB	Lake Ave.	NS	Morada Pl.	SE	Altadena	5	536 A7		Y
392	NB	Lake Ave.	NS	Morada Pl.	SE	Altadena	5	536A7		Y
393	SB	Lake Ave.	NS	Morada Pl.	NW	Altadena	5	536A7		Y
394	NB	Lake Ave.	FS	New York Dr.	NE	Altadena	5	536 A7		Y
395	NB	Lake Ave.	FS	New York Dr.	NE	Altadena	5	536A7		Y
396	NB	Lark Ellen Ave.	NS	Cypress St.	SEP	Unincorp. Azusa/Irwindale	5	598H4		Y
397	EB	Leffingwell Rd.	FS	Carmenita Rd.	SE	South Whittier	4	737C1	Y	Y
398	WB	Leffingwell Rd.	NS	Carmenita Rd.	NE	South Whittier	4	737C1		Y
399	EB	Leffingwell Rd.	NS	Kibbee Ave.	SW	South Whittier	4	707H6		Y
400	WB	Leffingwell Rd.	FS	La Mirada Blvd.	NW	South Whittier	4	707 H6	Y	Y
401	EB	Leffingwell Rd.	FS	Loma Dr.	SE	South Whittier	4	707D7	Y	Y
402	WB	Leffingwell Rd.	NS	Loma Dr.	NE	South Whittier	4	707D7		Y
403	EB	Leffingwell Rd.	NS	Meyer Rd.	SW	South Whittier	4	707 D7		Y
404	EB	Leffingwell Rd.	NS	Meyer Rd.	SW	South Whittier	4	707D7		Y
405	WB	Leffingwell Rd.	NS	Meyer Rd.	NE	South Whittier	4	707 D7		Y
406	EB	Leffingwell Rd.	NS	Scott Ave.	SW	South Whittier	4	707H6	Y	Y
407	WB	Leffingwell Rd.	NS	Scott Ave.	NE	South Whittier	4	707H6		N
408	WB	Leffingwell Rd.	NS	Telegraph Rd.	NE	South Whittier	4	707 E7		N

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#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
409	EB	Leffingwell Rd.	NS	Valley View Ave.	SW	South Whittier	4	707E7		Y
410	EB	Leffingwell Rd.	NS	Valley View Ave.	SW	South Whittier	4	707E7		Y
411	WB	Leffingwell Rd.	FS	Valley View Ave.	NW	South Whittier	4	707 E7		N
412	WB	Leffingwell Rd.	FS	Valley View Ave.	NW	South Whittier	4	707E7		N, 2nd bench
413	EB	Lennox Blvd.	FS	Hawthorne Blvd.	SE	Lennox	2	703C6	Y	Y
414	NB	Lincoln Ave.	OPP	Alberta St.	NE	Altadena	5	535 G6		N
415	NB	Lincoln Ave.	NS	Alberta St.	SE	Altadena	5	535G6		N, 2nd bench
416	SB	Lincoln Ave.	FS	Altadena Dr.	SW	Altadena	5	535 G4		N
417	SB	Lincoln Ave.	NS	Crosby St.	NW	Altadena	5	535G6		N
418	NB	Lincoln Ave.	NS	Figueroa Dr.	SE	Altadena	5	535G6	Y	Y
419	SB	Lincoln Ave.	NS	Figueroa Dr.	NW	Altadena	5	535G6		Y
420	SB	Lincoln Ave.	NS	Figueroa Dr.	NW	Altadena	5	535G6		Y
421	NB	Lincoln Ave.	NS	Woodbury Rd.	SE	Altadena	5	535G6	Y	Y
422	SB	Lincoln Ave.	FS	Woodbury Rd.	SW	Altadena	5	535G6	Y	Y
423	EB	Live Oak Ave.	NS	10th Ave.	SW	Unincorp. Arcadia	5	597F2	Y	Y
424	WB	Live Oak Ave.	NS	10th Ave.	NE	Unincorp. Arcadia	5	597F2		Y
425	WB	Live Oak Ave.	NS	10th Ave.	NE	Unincorp. Arcadia	5	597F2		Y
426	EB	Live Oak Ave.	NS	Center St.	SW	Unincorp. Arcadia	5	597F2	Y	Y
427	WB	Live Oak Ave.	NS	Foss Ave.	NE	Unincorp. Arcadia	5	597E2		N
428	WB	Live Oak Ave.	NS	Foss Ave.	NE	Unincorp. Arcadia	5	597E2		N, 2nd bench
429	EB	Live Oak Ave.	NS	Mayflower Ave.	SW	Unincorp. Arcadia	5	597F2	Y	Y
430	WB	Live Oak Ave.	NS	Mayflower Ave.	NE	Unincorp. Arcadia	5	597F2		N
431	WB	Live Oak Ave.	FS	Myrtle Ave.	NW	Unincorp. Arcadia	5	597G2	Y	Y
432	WB	Lomita Blvd.	NS	Normandie Ave.	NE	Harbor City	2	794 A4		N
433	SB	Main St.	NS	135th St.	NW	Rosewood	2	734D3		N
434	NB	Main St.	FS	139th St.	NE	Rosewood	2	734 D3	Y	Y
435	NB	Main St.	FS	140th St.	NE	Rosewood	2	734 D3		N
436	NB	Main St.	FS	Compton Blvd.	NE	Rosewood	2	734 C4		N
437	SB	Main St.	NS	Compton Blvd.	NW	Rosewood	2	734 C4		N
438	SB	Main St.	FS	El Segundo Blvd.	SW	Rosewood	2	734 C5		N
439	NB	Main St.	NS	Redondo Beach Blvd.	SE	Rosewood	2	734 C5		N
440	NB	Main St.	NS	Redondo Beach Blvd.	SE	Rosewood	2	734 C5		N, 2nd bench
441	NB	Main St.	FS	Rosecrans Ave.	NE	Rosewood	2	734 D3		N
442	SB	Main St.	NS	Rosecrans Ave.	NW	Rosewood	2	734 D3		N
443	WB	Manhattan Beach Bl.	FS	Lemoli Ave. (El Camino Coll.)	NW	El Camino Village	2	733F6		Y
444	SB	Marianna Ave.	NS	Worth St.	NW	East Los Angeles	1	635E2		N
445	EB	Marine Ave.	NS	Crenshaw Blvd.	SW	El Camino Village	2	733D5		N
446	EB	Marine Ave.	NS	Crenshaw Blvd.	SW	El Camino Village	2	733 D5		N, 2nd bench
447	WB	Marine Ave.	FS	Crenshaw Blvd.	NW	El Camino Village	2	733 D5		Y
448	WB	Marine Ave.	FS	Crenshaw Blvd.	NW	El Camino Village	2	733F4		Y
449	WB	Mendocino Dr.	FS	Lake Ave.	NW	Altadena	5	536A6		Y
450	SB	Michillinda Ave.	FS	Colorado Blvd.	SW	East Pasadena	5	566J4		N
451	SB	Michillinda Ave.	FS	Colorado Blvd.	SW	East Pasadena	5	566J4		N, 2nd bench
452	SB	Michillinda Ave.	FS	Foothill Blvd.	SW	East Pasadena	5	566J3		N
453	SB	Michillinda Ave.	FS	Foothill Blvd.	SW	East Pasadena	5	566J3		N, 2nd bench
454	EB	Montrose Ave.	NS	Briggs Ave. / Florencita Ave.	SW	Montrose	5	534G3		N
455	WB	Montrose Ave.	NS	Briggs Ave. / Florencita Ave.	NE	Montrose	5	534 H3	Y	Y
456	NB	Montrose Ave.	FS	Florencia Ave. (Post Office)	NE	Montrose	5	534G3		N
457	SB	Montrose Ave.	NS	Florencia Ave. (Post Office)	NW	Montrose	5	534 H3	Y	Y
458	SB	Montrose Ave.	NS	Florencia Ave. (Post Office)	NW	Montrose	5	534G3	Y	Y
459	EB	Montrose Ave.	FS	Ocean View Blvd.	SE	Montrose	5	534H3		N
460	EB	Montrose Ave.	FS	Ocean View Blvd.	SE	Montrose	5	534H3		N, 2nd bench
461	WB	Montrose Ave.	NS	Ocean View Blvd.	NE	Montrose	5	534H3		N
462	WB	Montrose Ave.	NS	Ramsdell Ave.	NE	La Crescenta	5	534F2		N
463	NB	Montrose Ave.	FS	Waltonia Dr.	NE	Montrose	5	534H3		N
464	WB	Mulberry Dr.	FS	Calmada Ave.	NW	South Whittier	4	707 D3		Y
465	WB	Mulberry Dr.	FS	Calmada Ave.	NW	South Whittier	4	707D4		Y
466	EB	Mulberry Dr.	NS	Colima Rd.	SW	South Whittier	4	707 F5	Y	Y
467	WB	Mulberry Dr.	FS	Colima Rd.	NW	South Whittier	4	707 F5		Y

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#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
468	WB	Mulberry Dr.	FS	Colima Rd.	NW	South Whittier	4	707 F5		Y
469	EB	Mulberry Dr.	FS	Greening Ave.	SE	South Whittier	4	707 C3		Y
470	EB	Mulberry Dr.	NS	Gunn Ave.	SW	South Whittier	4	707D4		N
471	WB	Mulberry Dr.	FS	La Mirada Blvd.	NW	South Whittier	4	707 G5		Y
472	EB	Mulberry Dr.	NS	Maryknoll Ave.	SW	South Whittier	4	707D3	Y	Y
473	WB	Mulberry Dr.	FS	Maryknoll Ave.	NW	South Whittier	4	707D3	Y	Y
474	EB	Mulberry Dr.	NS	Mills Ave.	SW	South Whittier	4	707E4	Y	Y
475	WB	Mulberry Dr.	FS	Mills Ave.	NW	South Whittier	4	707E4	Y	Y
476	EB	Mulberry Dr.	FS	Painter Ave.	SE	South Whittier	4	707 C3	Y	Y
477	WB	Mulberry Dr.	FS	Painter Ave.	NW	South Whittier	4	707 C3	Y	Y
478	SB	Myrtle Ave.	NS	Live Oak Ave.	NW	Unincorp. Arcadia	5	597G2		N
479	EB	New York Dr.	FS	Allen Ave.	NW	Altadena	5	536D7		N
480	EB	New York Dr.	FS	Allen Ave.	NW	Altadena	5	536D7		N, 2nd bench
481	WB	New York Dr.	NS	Allen Ave.	NE	Altadena	5	536 C7	Y	N
482	NB	Nogales St.	FS	Colima Rd.	NE	Rowland Heights	4	679 C5		N
483	NB	Nogales St.	FS	Colima Rd.	NE	Rowland Heights	4	679B5		N, 2nd bench
484	NB	Nogales St.	FS	Daisettia St.	NE	Rowland Heights	4	679B4		Y
485	SB	Nogales St.	NS	Daisettia St.	NW	Rowland Heights	4	679B4		Y
486	NB	Normandie Ave.	NS	106th St.	SE	Athens	2	703J6	Y	Y
487	NB	Normandie Ave.	NS	228th St.	SE	Harbor City	2	794 A1		N
488	NB	Normandie Ave.	NS	Carson St.	SE	Harbor City	2	764 A6		N
489	NB	Normandie Ave.	NS	Carson St.	SE	Harbor City	2	764A6		N, 2nd bench
490	SB	Normandie Ave.	NS	Century Blvd.	NW	Athens	2	703J4		Y
491	NB	Normandie Ave.	FS	Imperial Hwy.	NE	Athens	2	703J7		N
492	SB	Normandie Ave.	FS	Imperial Hwy.	SW	Athens	2	703 J7	Y	Y
493	SB	Normandie Ave.	FS	Oakheath Dr.	SW	Harbor City	2	794A2	Y	Y
494	NB	Normandie Ave.	NS	Pasatiempo Ln.	SE	Harbor City	2	794A3		N
495	NB	Normandie Ave.	NS	Sepulveda Blvd.	SE	Harbor City	2	794 A2		N
496	NB	Normandie Ave.	FS	Torrance Blvd.	NE	Harbor City	2	764 A5		N
497	NB	Normandie Ave.	FS	Torrance Blvd.	NE	Harbor City	2	764 A5		N, 2nd bench
498	NB	Norwalk Blvd.	FS	Broadway Ave.	NE	West Whittier	4	706 J1	Y	Y
499	SB	Norwalk Blvd.	NS	Slauson Ave.	NW	West Whittier	4	706J1	Y	Y
500	SB	Norwalk Blvd.	FS	Washington Blvd.	SW	West Whittier	4	676H7		N
501	SB	Norwalk Blvd.	FS	Washington Blvd.	SW	West Whittier	4	676 H7		N, 2nd bench
502	EB	Olympic Blvd.	FS	Arizona Ave.	SE	East Los Angeles	1	675F1	Y	Y
503	EB	Olympic Blvd.	FS	Atlantic Blvd.	SE	East Los Angeles	1	675G1	Y	Y
504	WB	Olympic Blvd.	FS	Atlantic Blvd.	NW	East Los Angeles	1	675G1	Y	Y
505	EB	Olympic Blvd.	FS	Ditman Ave.	SE	East Los Angeles	1	675D1	Y	Y
506	WB	Olympic Blvd.	FS	Ditman Ave.	NW	East Los Angeles	1	675D1	Y	Y
507	EB	Olympic Blvd.	FS	Downey Rd.	SE	East Los Angeles	1	675 E1		N
508	EB	Olympic Blvd.	FS	Downey Rd.	SE	East Los Angeles	1	675E1		N, 2nd bench
509	WB	Olympic Blvd.	FS	Downey Rd.	NW	East Los Angeles	1	675 E1		N
510	WB	Olympic Blvd.	FS	Downey Rd.	NW	East Los Angeles	1	675E1		N, 2nd bench
511	EB	Olympic Blvd.	FS	Eastern Ave.	SE	East Los Angeles	1	675F1	Y	Y
512	EB	Olympic Blvd.	FS	Fetterly Ave.	SE	East Los Angeles	1	675G1	Y	Y
513	WB	Olympic Blvd.	NS	Fetterly Ave.	NE	East Los Angeles	1	675G2	Y	Y
514	EB	Olympic Blvd.	NS	Fraser Ave.	SW	East Los Angeles	1	675G1		N
515	EB	Olympic Blvd.	NS	Fraser Ave.	SW	East Los Angeles	1	675G1		N, 2nd bench
516	WB	Olympic Blvd.	NS	Hendricks Ave.	NE	East Los Angeles	1	675J2		N
517	WB	Olympic Blvd.	NS	Herbert Ave.	NE	East Los Angeles	1	675E1		N
518	EB	Olympic Blvd.	FS	Indiana St.	SE	East Los Angeles	1	675D1		N
519	EB	Olympic Blvd.	FS	Indiana St.	SE	East Los Angeles	1	675D1		N, 2nd bench
520	EB	Olympic Blvd.	NS	Marianna Ave.	SW	East Los Angeles	1	675E1		N
521	EB	Olympic Blvd.	NS	Mcbride Ave.	SW	East Los Angeles	1	675F1	Y	Y
522	WB	Olympic Blvd.	NS	Northside Dr.	NE	East Los Angeles	1	675J2	Y	Y
523	EB	Olympic Blvd.	FS	Rowan Ave.	SE	East Los Angeles	1	675D1	Y	Y
524	WB	Olympic Blvd.	FS	Rowan Ave.	NW	East Los Angeles	1	675 D1	Y	Y
525	EB	Olympic Blvd.	NS	Southside Dr.	SW	East Los Angeles	1	675J2	Y	Y
526	EB	Olympic Blvd.	NS	Vancouver Ave.	SW	East Los Angeles	1	675G2		N

ADVERTISING BUS BENCH PROGRAM LOCATION SUMMARY

#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
527	EB	Olympic Blvd.	NS	Vancouver Ave.	SW	East Los Angeles	1	675G2		N, 2nd bench
528	NB	Pacific Blvd.	NS	Grand Ave.	SE	Florence / Walnut Park	1	704 J1		N
529	NB	Painter Ave.	FS	Mulberry Ave.	NE	South Whittier	4	707C3		N
530	SB	Peck Rd.	NS	Rooks Rd.	NW	West Whittier	4	637C6		Y
531	NB	Pioneer Blvd.	NS	Slauson Ave.	SE	West Whittier	4	706 G1	Y	Y
532	SB	Pioneer Blvd.	FS	Slauson Ave.	SW	West Whittier	4	706 G1	Y	Y
533	WB	Pomeroy St.	NS	City Terrace Dr.	NE	East Los Angeles	1	635D4	Y	Y
534	NB	Pomeroy St.	NS	Gage Ave.	SE	East Los Angeles	1	635D4		N
535	SB	Pomeroy St.	NS	Gage Ave.	NW	East Los Angeles	1	635D4		N
536	NB	Prairie Ave.	NS	164th St.	SE	El Camino Village	2	733 E5		N
537	EB	Rosecrans Ave.	NS	Aprila Ave.	SW	Rosewood	2	734 E5		N
538	WB	Rosecrans Ave.	FS	Atlantic Blvd.	NW	East Compton	2	735D3		N
539	WB	Rosecrans Ave.	FS	Broadway St.	NW	Rosewood	2	734 C3	Y	Y
540	EB	Rosecrans Ave.	NS	Main St.	SW	Rosewood	2	734D3	Y	Y
541	WB	Rosecrans Ave.	NS	Main St.	NE	Rosewood	2	734 C3		N
542	WB	Rosecrans Ave.	NS	Main St.	NE	Rosewood	2	734D3		N, 2nd bench
543	EB	Rosecrans Ave.	NS	San Pedro St.	SW	Rosewood	2	734D3		N
544	WB	Rosecrans Ave.	FS	San Pedro St.	NW	Rosewood	2	734D3	Y	Y
545	WB	Rosecrans Ave.	FS	Tajauta Ave.	NW	Rosewood	2	734G3		N
546	NB	Rosemead Blvd.	FS	Arcadia Ave.	NE	East Pasadena	5	566H7		N
547	SB	Rosemead Blvd.	NS	Arcadia Ave.	NW	East Pasadena	5	566H7	Y	Y
548	NB	Rosemead Blvd.	NS	Ardendale Ave.	SE	East San Gabriel	5	596H1		N
549	SB	Rosemead Blvd.	NS	Ardendale Ave.	NW	East San Gabriel	5	596H1		N
550	NB	Rosemead Blvd.	NS	Blanche St.	SE	East Pasadena	5	566H4		N
551	NB	Rosemead Blvd.	FS	California Blvd.	NE	East Pasadena	5	566 H6		N
552	NB	Rosemead Blvd.	FS	California Blvd.	NE	East Pasadena	5	566H6		N, 2nd bench
553	SB	Rosemead Blvd.	FS	California Blvd.	SW	East Pasadena	5	566 H6		N
554	SB	Rosemead Blvd.	FS	California Blvd.	SW	East Pasadena	5	566H6		N, 2nd bench
555	NB	Rosemead Blvd.	FS	Colorado Blvd.	NE	East Pasadena	5	566H4		Y
556	NB	Rosemead Blvd.	FS	Colorado Blvd.	NE	East Pasadena	5	566H4		Y
557	SB	Rosemead Blvd.	FS	Colorado Blvd.	SW	East Pasadena	5	566H4		Y
558	SB	Rosemead Blvd.	FS	Colorado Blvd.	SW	East Pasadena	5	566H4		Y
559	SB	Rosemead Blvd.	NS	Del Mar Blvd.	NW	East Pasadena	5	566 H5		N
560	SB	Rosemead Blvd.	NS	Del Mar Blvd.	NW	East Pasadena	5	566 H5		N, 2nd bench
561	NB	Rosemead Blvd.	NS	Duarte Rd.	SE	East San Gabriel	5	566H7	Y	Y
562	SB	Rosemead Blvd.	FS	Duarte Rd.	SW	East san gabriel	5	596 H1		N
563	SB	Rosemead Blvd.	FS	Duarte Rd.	SW	East san gabriel	5	596 H1		N, 2nd bench
564	NB	Rosemead Blvd.	FS	Durfee Ave.	NE	South San Gabriel	1	636J6		N
565	NB	Rosemead Blvd.	NS	Fairview Ave.	SE	East Pasadena	5	566H7		N
566	SB	Rosemead Blvd.	FS	Fairview Ave.	SW	East Pasadena	5	566H7		N
567	SB	Rosemead Blvd.	FS	Fairview Ave.	SW	East Pasadena	5	566 H7		N, 2nd bench
568	NB	Rosemead Blvd.	FS	Greenwood Ave.	NE	East Pasadena	5	566H7		N
569	NB	Rosemead Blvd.	FS	Greenwood Ave.	NE	East Pasadena	5	566H7		N, 2nd bench
570	SB	Rosemead Blvd.	NS	Greenwood Ave.	NW	East Pasadena	5	566H7		N
571	SB	Rosemead Blvd.	NS	Greenwood Ave.	NW	East Pasadena	5	566H7		N, 2nd bench
572	NB	Rosemead Blvd.	FS	Huntington Dr.	NE	East Pasadena	5	566H6	Y	Y
573	SB	Rosemead Blvd.	NS	Huntington Dr.	NW	East Pasadena	5	566 H6		Y
574	NB	Rosemead Blvd.	NS	Laurita Ave.	SE	East Pasadena	5	566H6		N
575	SB	Rosemead Blvd.	NS	Pentland St.	NW	East Pasadena	5	596 H5		N
576	SB	Rosemead Blvd.	NS	Pentland St.	NW	East Pasadena	5	596 H5		N, 2nd bench
577	NB	Rosemead Blvd.	FS	San Gabriel Blvd.	NE	South San Gabriel	1	636 J6		N
578	SB	Rosemead Blvd.	NS	San Gabriel Blvd.	NW	South San Gabriel	1	636J6		N
579	SB	Rosemead Blvd.	NS	San Pasqual St.	NW	East Pasadena	5	566H5		N
580	NB	Rosemead Blvd.	FS	Walnut St /Corta Calle St.	NE	East Pasadena	5	566 H4		N
581	EB	San Bernardino Rd.	NS	Foxdale Ave.	SW	Unincorp. Azusa/Irwindale	1	598F5	Y	Y
582	EB	San Bernardino Rd.	FS	Irwindale Ave.	SE	Unincorp. Azusa/Irwindale	1	598 F5	Y	Y
583	WB	San Bernardino Rd.	FS	Irwindale Ave.	NW	Unincorp. Azusa/Irwindale	1	598 F5	Y	Y
584	WB	San Bernardino Rd.	NS	Woodgrove Ave.	NE	Unincorp. Azusa/Irwindale	1	598F5	Y	Y
585	NB	San Gabriel Blvd.	NS	Duarte Rd.	SE	East San Gabriel	5	596F1	Y	Y

ADVERTISING BUS BENCH PROGRAM LOCATION SUMMARY

#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
586	NB	San Gabriel Blvd.	FS	Garibaldi Ave.	NE	East San Gabriel	5	596F2		N
587	NB	San Gabriel Blvd.	FS	Hill Dr. / San Gabriel Blvd.	NE	South San Gabriel	1	636 F4	Y	Y
588	NB	San Gabriel Blvd.	FS	Huntington Dr.	NE	East Pasadena	5	636 J6	Y	Y
589	SB	San Gabriel Blvd.	FS	Huntington Dr.	SW	East Pasadena	5	566F7		N
590	SB	San Gabriel Blvd.	FS	Huntington Dr.	SW	East Pasadena	5	566F7		N, 2nd bench
591	NB	San Gabriel Blvd.	FS	Kinghurst Rd.	NE	East Pasadena	5	566F7		N
592	NB	San Gabriel Blvd.	FS	Kinghurst Rd.	NE	East Pasadena	5	566F7		N, 2nd bench
593	SB	San Gabriel Blvd.	FS	Potrero Grande Dr. / Rush St.	SW	South San Gabriel	1	636 F4	Y	Y
594	SB	San Pedro St.	NS	Rosecrans Ave.	NW	Rosewood	2	734D3		Y
595	NB	Santa Fe Ave.	FS	Del Amo Blvd.	NE	Rancho Dominguez	2	765 B4		Y
596	SB	Santa Fe Ave.	NS	Del Amo Blvd.	NW	Rancho Dominguez	2	765B4		Y
597	SB	Santa Fe Ave.	NS	Del Amo Blvd.	NW	Rancho Dominguez	2	765B4		Y
598	SB	Santa Fe Ave.	FS	Florence Ave.	SW	Florence/Walnut Park	2	674 H7		Y
599	WB	Sepulveda Blvd.	FS	DI Amo Woods Dr.	NW	Harbor City	2	794A2		N
600	WB	Sepulveda Blvd.	NS	Normandie Ave.	NE	Harbor City	2	794A2		N
601	WB	Sepulveda Blvd.	NS	Normandie Ave.	NE	Harbor City	2	794A2		N, 2nd bench
602	WB	Sepulveda Blvd.	FS	Vermont Ave.	NW	Harbor City	2	794A2	Y	Y
603	NB	Sierra Hwy.	NS	Sand Cyn Rd.	SE	Santa Clarita	5	4462C5		N
604	SB	Sierra Hwy.	NS	Sand Cyn Rd.	NW	Santa Clarita	5	4462C5		N
605	EB	Slauson Ave.	FS	Alburtis Ave.	SE	West Whittier	4	706 H1	Y	Y
606	WB	Slauson Ave.	NS	Alburtis Ave.	NE	West Whittier	4	706 H1		Y
607	WB	Slauson Ave.	NS	Alburtis Ave.	NE	West Whittier	4	706 H1		Y
608	EB	Slauson Ave.	NS	Buckler Ave.	SW	Ladera Heights	2	673C6		N
609	EB	Slauson Ave.	NS	Buckler Ave.	SW	Ladera Heights	2	673C6		N, 2nd bench
610	EB	Slauson Ave.	FS	Compton Ave.	SE	Florence/Walnut Park	1	674F5		Y
611	WB	Slauson Ave.	NS	Corning Ave.	NE	Ladera Heights	2	673A6		N
612	EB	Slauson Ave.	NS	Fairfax Ave.	SW	Ladera Heights	2	673B6	Y	Y
613	WB	Slauson Ave.	NS	Fairfax Ave.	NE	Ladera Heights	2	673B6		N
614	WB	Slauson Ave.	NS	Fairfax Ave.	NE	Ladera Heights	2	673B6		N, 2nd bench
615	EB	Slauson Ave.	NS	Kings Rd.	SW	Ladera Heights	2	673B6		Y
616	EB	Slauson Ave.	NS	Kings Rd.	SW	Ladera Heights	2	673B6		Y
617	WB	Slauson Ave.	NS	Kings Rd.	NE	Ladera Heights	2	673B6		N
618	WB	Slauson Ave.	NS	Kings Rd.	NE	Ladera Heights	2	673B6		N, 2nd bench
619	EB	Slauson Ave.	FS	La Brea Ave.	SE	Ladera Heights	2	673C6		N
620	WB	Slauson Ave.	NS	La Brea Ave.	NE	Ladera Heights	2	673C6	Y	Y
621	WB	Slauson Ave.	NS	La Cienega Blvd.	NW	Ladera Heights	2	673A6		N
622	EB	Slauson Ave.	FS	La Tijera Blvd.	SE	Ladera Heights	2	673B6	Y	Y
623	WB	Slauson Ave.	NS	La Tijera Blvd.	NW	Ladera Heights	2	673B6	Y	Y
624	EB	Slauson Ave.	NS	Miller Grove Dr.	SW	West Whittier	4	706 H1		Y
625	EB	Slauson Ave.	NS	Miller Grove Dr.	SW	West Whittier	4	706H1		Y
626	WB	Slauson Ave.	NS	Miller Grove Dr.	NE	West Whittier	4	706H1		N
627	WB	Slauson Ave.	NS	Miller Grove Dr. (I-605 Ent)	NE	West Whittier	4	706 H1		N, 2nd bench
628	EB	Slauson Ave.	NS	Pioneer Blvd.	SW	West Whittier	4	706 G1		N
629	EB	Slauson Ave.	NS	Pioneer Blvd.	SW	West Whittier	4	706G2		N, 2nd bench
630	EB	Slauson Ave.	NS	Rimpau Blvd.	SW	Ladera Heights	2	673E6	Y	Y
631	EB	State University Dr.	FS	Eastern Ave.	SE	East Los Angeles	1	635 F2		N
632	EB	State University Dr.	FS	Eastern Ave.	SE	East Los Angeles	1	635E3		N, 2nd bench
633	WB	Telegraph Rd.	NS	Colima Rd.	NE	South Whittier	4	707E7		N
634	EB	Telegraph Rd.	FS	Florence Ave.	SE	South Whittier	4	707 C5		Y
635	WB	Telegraph Rd.	FS	Florence Ave.	NW	South Whittier	4	707 C5		N
636	EB	Telegraph Rd.	NS	Gunn Ave.	SW	South Whittier	4	707 C5		N
637	EB	Telegraph Rd.	NS	Gunn Ave.	SE	South Whittier	4	707C5		N
638	WB	Telegraph Rd.	NS	Gunn Ave.	NE	South Whittier	4	707C5		Y
639	WB	Telegraph Rd.	NS	Gunn Ave.	NE	South Whittier	4	707 C5		Y
640	EB	Telegraph Rd.	NS	Valley View Ave.	SW	South Whittier	4	707 E6		Y
641	WB	Telegraph Rd.	NS	Victoria Ave.	NE	South Whittier	4	707 D6		Y
642	WB	Telegraph Rd.	NS	Victoria Ave.	NE	South Whittier	4	707 D6		Y
643	WB	Valley Blvd.	FS	Alderton Ave.	NW	South San Jose Hills	1	678J2	Y	Y
644	EB	Valley Blvd.	FS	Covina Blvd.	SE	Bassett	1	637H3		Y

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#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
645	EB	Valley Blvd.	FS	Covina Blvd.	SE	Bassett	1	637H3		Y
646	WB	Valley Blvd.	NS	Covina Blvd.	NE	Bassett	1	637H3		Y
647	WB	Valley Blvd.	NS	Covina Blvd.	NE	Bassett	1	637H3		Y
648	WB	Valley Blvd.	NS	Fullerton Rd.	NE	South San Jose Hills	1	679 A2		N
649	WB	Valley Blvd.	FS	Grand Ave.	NW	South San Jose Hills	1	639 H6		N
650	WB	Valley Blvd.	FS	La Seda Rd.	NW	South San Jose Hills	1	679A2		Y
651	EB	Valley Blvd.	FS	San Angelo Ave.	SE	South San Jose Hills	1	637 H3		N
652	EB	Valley Blvd.	FS	San Angelo Ave.	SE	Bassett	1	637H3		N, 2nd bench
653	WB	Valley Blvd.	FS	San Angelo Ave.	NW	Bassett	1	637H3		Y
654	EB	Valley Blvd.	NS	Workman Mill Rd.	SW	Bassett	1	637 J4		N
655	EB	Valley Blvd.	FS	Workman Mill Rd.	SW	Avocado Heights	1	637J5		N, 2nd bench
656	NB	Valley View Ave.	FS	Imperial Hwy.	NE	South Whittier	4	737 E1		Y
657	SB	Valley View Ave.	FS	Telegraph Rd.	SW	South Whittier	4	707E6	Y	Y
658	SB	Vermont Ave.	FS	120th St.	SW	Athens	2	704A7	Y	Y
659	NB	Vermont Ave.	NS	190Th St.	SE	Harbor City	2	764B2		Y
660	NB	Vermont Ave.	NS	190Th St.	SE	Harbor City	2	764B2		Y
661	SB	Vermont Ave.	NS	214Th St.	NW	Harbor City	2	764A6	Y	Y
662	NB	Vermont Ave.	NS	228th St.	SE	Harbor City	2	794B1	Y	Y
663	SB	Vermont Ave.	FS	228th St.	SW	Harbor City	2	794B1	Y	Y
664	NB	Vermont Ave.	NS	245th St.	SE	Harbor City	2	794B3	Y	Y
665	NB	Vermont Ave.	FS	Ashbridge Ln.	NE	Harbor City	2	794B3		Y
666	SB	Vermont Ave.	FS	Ashbridge Ln.	SW	Harbor City	2	794B3	Y	Y
667	SB	Vermont Ave.	NS	Carson St.	NW	Harbor City	2	794 A2		N
668	SB	Vermont Ave.	FS	Carson St.	SW	Harbor City	2	764B6		Y
669	SB	Vermont Ave.	FS	Carson St.	SW	Harbor City	2	764B6		Y
670	SB	Vermont Ave.	NS	Century Blvd.	NW	Athens	2	704A4	Y	Y
671	NB	Vermont Ave.	NS	Coriander Dr.	SE	Harbor City	2	794B2	Y	Y
672	NB	Vermont Ave.	NS	Javelin St.	SE	Harbor City	2	764B5	Y	Y
673	SB	Vermont Ave.	NS	Javelin St.	NW	Harbor City	2	764B5	Y	Y
674	SB	Vermont Ave.	NS	Lomita Blvd.	NW	Harbor City	2	794B3		Y
675	NB	Vermont Ave.	FS	Sepulveda Blvd.	NE	Harbor City	2	637H3		Y
676	NB	Vermont Ave.	FS	Sepulveda Blvd.	NE	Harbor City	2	794B2		Y
677	SB	Vermont Ave.	FS	Sepulveda Blvd.	SW	Harbor City	2	794B2	Y	Y
678	NB	Vermont Ave.	NS	Torrance Blvd.	SE	Harbor City	2	764B5	Y	Y
679	WB	Washington Blvd.	OPP	Allport Ave.	NS	West Whittier	4	676 J7		N
680	WB	Washington Blvd.	AT	Allport Ave.	NS	West Whittier	4	706J1		N, 2nd bench
681	WB	Washington Blvd.	FS	Altadena Dr.	NW	Altadena	5	566E1		Y
682	WB	Washington Blvd.	NS	Appledale Ave.	NE	West Whittier	4	707A1		Y
683	WB	Washington Blvd.	FS	Broadway Ave.	NW	West Whittier	4	676J7		Y
684	WB	Washington Blvd.	FS	Coolidge Ave.	NW	Altadena	5	566 E1		N
685	WB	Washington Blvd.	FS	Crowndale Ave.	NW	West Whittier	4	707B1		Y
686	EB	Washington Blvd.	NS	Miller Grove Dr.	SW	West Whittier	4	676 H7	Y	Y
687	WB	Washington Blvd.	FS	Miller Grove Dr.	NW	West Whittier	4	676 H7	Y	Y
688	EB	Washington Blvd.	FS	Norwalk Blvd.	SE	West Whittier	4	676 H7		N
689	EB	Washington Blvd.	NS	Pioneer Blvd.	SW	West Whittier	4	676H7		Y
690	EB	Washington Blvd.	FS	Pioneer Blvd.	SW	West Whittier	4	676H7		Y
691	WB	Washington Blvd.	NS	Pioneer Blvd.	NE	West Whittier	4	676H7		Y
692	WB	Washington Blvd.	NS	Pioneer Blvd.	NE	West Whittier	4	676H7		Y
693	WB	Washington Blvd.	FS	Roosevelt Ave.	NW	Altadena	5	566E1		N
694	WB	Washington Blvd.	FS	Sorensen Ave.	NW	West Whittier	4	707 A1		Y
695	WB	Washington Blvd.	FS	Sorensen Ave.	NW	West Whittier	4	707A1		Y
696	NB	Western Ave.	NS	106Th St.	SE	Athens	2	703H6		Y
697	SB	Western Ave.	FS	108Th St.	SW	Athens	2	703H6		Y
698	NB	Western Ave.	NS	120Th St.	SE	Athens	2	703H7		Y
699	SB	Western Ave.	FS	120Th St.	SW	Athens	2	703H7		Y
700	SB	Western Ave.	FS	120Th St.	SW	Athens	2	703H7		Y
701	NB	Western Ave.	FS	Imperial Hwy.	NE	Athens	2	703H6	Y	Y
702	EB	Whittier Blvd.	FS	Atlantic Blvd.	SE	East Los Angeles	1	675H1	Y	Y
703	EB	Whittier Blvd.	NS	Broadway Ave.	SW	West Whittier	4	677 A5	Y	Y

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#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
704	EB	Whittier Blvd.	FS	Ditman Ave.	SE	East Los Angeles	1	635D7	Y	Y
705	WB	Whittier Blvd.	NS	Ditman Ave.	NE	East Los Angeles	1	635D7		N
706	WB	Whittier Blvd.	NS	Downey Rd.	NE	East Los Angeles	1	635E7	Y	Y
707	WB	Whittier Blvd.	NS	Eastern Ave.	NE	East Los Angeles	1	635 F7		N
708	WB	Whittier Blvd.	NS	Eastern Ave.	NE	East Los Angeles	1	635F7		N, 2nd bench
709	EB	Whittier Blvd.	FS	Gerhart Ave.	SW	East Los Angeles	1	675J1		N
710	EB	Whittier Blvd.	FS	Gerhart Ave.	SW	East Los Angeles	1	675J1		N, 2nd bench
711	EB	Whittier Blvd.	NS	Hadley St.	SW	West Whittier	4	677 B6		N
712	EB	Whittier Blvd.	NS	Hadley St.	SW	West Whittier	4	677 B6		N, 2nd bench
713	EB	Whittier Blvd.	NS	Herbert Ave.	SW	East Los Angeles	1	635 E7	Y	Y
714	WB	Whittier Blvd.	FS	Herbert Ave.	NW	East Los Angeles	1	635E7		Y
715	EB	Whittier Blvd.	FS	Hoefner Ave.	SE	East Los Angeles	1	675H1		N
716	EB	Whittier Blvd.	FS	Hoefner Ave.	SE	East Los Angeles	1	675H1		N, 2nd bench
717	EB	Whittier Blvd.	NS	Hoefner Ave.	SW	East Los Angeles	1	675H1		N
718	EB	Whittier Blvd.	NS	Hoefner Ave.	SW	East Los Angeles	1	675H1		N
719	WB	Whittier Blvd.	FS	Hoefner Ave.	NW	East Los Angeles	1	675H1	Y	Y
720	EB	Whittier Blvd.	NS	Keenan St.	SW	East Los Angeles	1	675J2		N
721	WB	Whittier Blvd.	FS	Saybrook Ave.	NW	East Los Angeles	1	676A1	Y	Y
722	EB	Whittier Blvd.	NS	Western Ave.	SW	South Whittier	4	677A6		N
723	NB	Wilmington Ave.	NS	Charles Willard St.	SE	Rancho Dominguez	2	764H2		N
724	NB	Wilmington Ave.	NS	Charles Willard St.	SE	Rancho Dominguez	2	764 H2		N, 2nd bench
725	NB	Wilmington Ave.	FS	Del Amo Blvd. (WSS Shoe)	NE	Rancho Dominguez	2	764H4		Y
726	NB	Wilmington Ave.	FS	Del Amo Blvd. (WSS Shoe)	NE	Rancho Dominguez	2	764H4		Y
727	NB	Wilmington Ave.	FS	Gladwick St.	NE	Rancho Dominguez	2	764H3		Y
728	NB	Wilmington Ave.	FS	Gladwick St.	NE	Rancho Dominguez	2	764 H3		Y
729	NB	Wilmington Ave.	NS	University Dr.	SE	Rancho Dominguez	2	764H2		Y
730	NB	Wilmington Ave.	NS	University Dr.	SE	Rancho Dominguez	2	764H2		Y
731	WB	Wilshire Blvd.	FS	Bonsall Ave.	NW	West Los Angeles (Vet. Admin)	3	631J4	Y	Y
732	WB	Woodbury Rd.	FS	Casitas Ave.	NW	Altadena	5	535F5		N
733	EB	Woodbury Rd.	NS	Lincoln Ave.	SW	Altadena	5	535G6		N
734	EB	Woodbury Rd.	NS	Lincoln Ave.	SW	Altadena	5	535G6		N, 2nd bench
735	WB	Woodbury Rd.	FS	Lincoln Ave.	NW	Altadena	5	535G6	Y	Y
736	WB	Woodbury Rd.	NS	Santa Anita Ave.	NE	Altadena	5	535 J6		N
737	WB	Woodbury Rd.	NS	Windsor Ave.	NE	Altadena	5	535 F6		N
738	NB	Workman Mill Rd.	FS	Cliota St.	NE	West Whittier	4	635E7		Y
739	NB	Workman Mill Rd.	NS	Mission Mill Rd.	SE	Avocado Heights	1	677C1	Y	Y
740	SB	Workman Mill Rd.	FS	Mission Mill Rd.	SW	Avocado Heights	1	677C1	Y	Y
741	NB	Workman Mill Rd.	NS	Pioneer Blvd.	SE	West Whittier	4	677A2	Y	Y
742	SB	Workman Mill Rd.	FS	Pioneer Blvd.	SW	West Whittier	4	677A2		Y
743	SB	Workman Mill Rd.	FS	Pioneer Blvd.	SW	Avocado Heights	1	677A3		Y
744	NB	Workman Mill Rd.	FS	Rio Hondo College Entrance	NE	Avocado Heights	1	677C1	Y	Y
745	SB	Workman Mill Rd.	FS	Rio Hondo College Entrance	SW	Avocado Heights	1	677C1	Y	Y
746	NB	Workman Mill Rd.	FS	Rose Hills Mem Park-Gate 1	NE	West Whittier	4	637C7	Y	Y
747	NB	Workman Mill Rd.	FS	Rose Hills Mem Park-Gate 17	NE	West Whittier	4	677 C1	Y	Y
748	NB	Workman Mill Rd.	FS	Rose Hills Rd.	NE	Avocado Heights	1	677C1		N
749	NB	Workman Mill Rd.	FS	Rose Hills Rd.	NE	Avocado Heights	1	677C1		N, 2nd bench
750	SB	Workman Mill Rd.	FS	Rose Hills Rd.	SW	Avocado Heights	1	677C1		Y
751	SB	Workman Mill Rd.	FS	Rose Hills Rd.	SW	West Whittier	4	635E7		Y
752	NB	Workman Mill Rd.	NS	Valley Blvd.	SE	Bassett	1	637 J4	Y	Y

NEW ADVERTISING BENCH LOCATIONS

1	EB	135th St.	NS	San Pedro St.	SW	Willowbrook	2	734D2		Y
2	WB	3rd St.	FS	Marianna Ave.	NW	East Los Angeles	1	635E6		N
3	SB	7th Ave.	FS	Valley Blvd.	SW	Avocado Heights	1	638B5		Y
4	SB	Alameda St.	NS	103rd St.	NW	Florence/Walnut Park	1	704J4	Y	Y
5	SB	Altadena Dr.	FS	Garfias Dr.	SW	Altadena	5	566E1		N
6	EB	Altadena Dr.	NS	Lake Ave.	SW	Altadena	5	536A5		N
7	WB	Amar Rd.	FS	Greycliff Ave.	NW	Valinda	1	638F5		N
8	WB	Amar Rd.	NS	Sunkist.	NE	Valinda	1	638B3		Y
9	EB	Amar Rd.	NS	Unruh Ave.	SW	Valinda	1	638D5		N

ADVERTISING BUS BENCH PROGRAM LOCATION SUMMARY

#	DIR	PRIMARY STREET	NEAR/ FAR SIDE	CROSS STREET	COR	COMMUNITY	SD	THOMAS GUIDE	EXIST SHELTER	EXIST RECEPTACLE
10	NB	Arizona Ave.	NS	Hubbard St.	SE	East Los Angeles	1	635G7		N
11	SB	Arizona Ave.	FS	Whittier Blvd.	SW	East Los Angeles	1	675F1		N
12	WB	Arrow Hwy.	NS	Lark Ellen Ave.	NE	Charter Oak	5	598H2		Y
13	WB	Arrow Hwy.	NS	Lark Ellen Ave.	NE	Charter Oak	5	598H2		Y
14	SB	Atlantic Blvd.	NS	Telegraph Rd.	NW	East Los Angeles	1	675G2		N
15	SB	Avalon Blvd.	NS	Redondo Beach Blvd.	NW	Rosewood	2	734E5		Y
16	SB	Avalon Blvd.	NS	San Pedro St.	NW	Rosewood	2	734E5		Y
17	WB	Blanchard St.	FS	Ditman Ave.	NW	East Los Angeles	1	635D4		N
18	NB	Bonnie Beach Pl.	NS	Floral Dr.	SE	East Los Angeles	1	635E5		N
19	SB	Broadway St.	NS	157th St.	NW	Rosewood	2	734C5	Y	Y
20	NB	Broadway St.	NS	Rosecrans Ave.	SE	Rosewood	2	734C3		Y
21	NB	Carmenita Rd.	NS	Painter Ave.	SE	South Whittier	4	707C3		N
22	SB	Carmenita Rd.	NS	Walburg St.	NW	South Whittier	4	707C3		N
23	NB	Central Ave.	NS	123rd St.	SE	Willowbrook	2	734F1		N
24	SB	Compton Ave.	NS	Florence Ave.	SW	Florence/Walnut Park	2	674F7		Y
25	NB	Compton Ave.	NS	Gage Ave.	SE	Florence/Walnut Park	2	674F6		Y
26	EB	Crossroads Pkwy .	@	13130 Crossroads Pky. (60 Fwy	SS	Avocado Heights	1	637F6		N
27	WB	Del Amo Blvd.	FS	Rancho Way.	SW	Rancho Dominguez	2	765A4		N
28	WB	Cesar Chavez Ave.	@	4941 Cesar E Chavez Ave.	NW	East Los Angeles	1	635G5		N
29	WB	Cesar Chavez Ave.	@	4941 Cesar E Chavez Ave.	NW	East Los Angeles	1	635G5		N, 2nd bench
30	EB	Cesar Chavez Ave.	NS	Ditman Ave.	SW	East Los Angeles	1	635D5		N
31	SB	Eastern Ave.	NS	1st St.	NW	East Los Angeles	1	635F6		Y
32	SB	Eastern Ave.	NS	1st St.	NW	East Los Angeles	1	635G6		Y
33	NB	Eastern Ave.	NS	Marianna Ave.	NE	East Los Angeles	1	635E4		Y
34	EB	El Segundo Blvd.	FS	Broadway St.	SE	Rosewood	2	734C1	Y	Y
35	EB	El Segundo Blvd.	NS	Central Ave.	SW	Willowbrook	2	734F1		Y
36	EB	El Segundo Blvd.	NS	Main St.	SW	Rosewood	2	734C1		Y
37	SB	Fair Oaks Ave.	FS	Mendocino St.	SW	Altadena	5	535H5	Y	Y
38	SB	Fair Oaks Ave.	NS	Ventura St.	NW	Altadena	5	535H6	Y	Y
39	NB	Figueroa St.	FS	Alondra Blvd.	NE	Rosewood	2	734C6		N
40	NB	Figueroa St.	FS	Redondo Beach Blvd.	NE	Rosewood	2	734B5		Y
41	EB	Firestone Blvd.	FS	Central .	NE	Florence/Walnut Park	2	704E2		N
42	EB	Firestone Blvd.	NS	Ivy St.	SW	Florence/Walnut Park	2	704H2		Y
43	EB	Firestone Blvd.	NS	Ivy St.	SW	Florence/Walnut Park	2	704H2		Y
44	EB	Firestone Blvd.	NS	Zamora Ave.	SW	Florence/Walnut Park	2	704F2		Y
45	EB	Firestone Blvd .	NS	Alameda St.	SW	Florence/Walnut Park	2	704H3		Y
46	EB	Firestone Blvd .	NS	Alameda St.	SW	Florence/Walnut Park	2	704H3		Y
47	EB	Firestone Blvd .	FS	Hooper Ave .	SE	Florence/Walnut Park	2	704F2		Y
48	SB	Gage Ave.	FS	Blanchard St.	SW	East Los Angeles	1	635D4		Y

END

EXHIBIT H**ADVERTISING BUS BENCH PROGRAM**

Unincorporated County Communities with Restrictions for Advertising Benches

Supervisory District	Area	Restrictions
4	Marina del rey	Requires review and approval by Department of Beaches and Harbors' Community and Marketing Services Division, with subsequent approvals from our Planning Division and Design Control Board. The contact person at the Community and Marketing Services Division is Ms. Dusty Crane and reachable at (310) 305-9562.
5	Altadena	No advertising benches in residential area.
5	La Crescenta/Montrose	Maximum one Advertising Bench for bus stop with no bus shelter; No Advertising Bench for bus stop with existing bus shelter.
5	Stevenson Ranch	No Advertising Benches in residential area.

GOVERNMENT CODE SECTION 4216-4216.9

The most recent version of this code shall apply. For updates, visit the following web address:
<http://info.sen.ca.gov/cgi-bin/calawquery?codesection=gov&codebody=&hits=20&site=sen>
The following is a copy of the code for reference as of April 2008.

4216. As used in this article the following definitions apply:

- (a) "Approximate location of subsurface installations" means a strip of land not more than 24 inches on either side of the exterior surface of the subsurface installation. "Approximate location" does not mean depth.
- (b) "Excavation" means any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe plowing and driving, or any other way.
- (c) Except as provided in Section 4216.8, "excavator" means any person, firm, contractor or subcontractor, owner, operator, utility, association, corporation, partnership, business trust, public agency, or other entity which, with their, or his or her, own employees or equipment performs any excavation.
- (d) "Emergency" means a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. "Unexpected occurrence" includes, but is not limited to, fires, floods, earthquakes or other soil or geologic movements, riots, accidents, damage to a subsurface installation requiring immediate repair, or sabotage.
- (e) "Inquiry identification number" means the number which is provided by a regional notification center to every person who contacts the center pursuant to Section 4216.2. The inquiry identification number shall remain valid for not more than 28 calendar days from the date of issuance, and after that date shall require regional notification center revalidation.
- (f) "Local agency" means a city, county, city and county, school district, or special district.
- (g) "Operator" means any person, corporation, partnership, business trust, public agency, or other entity which owns, operates, or maintains a subsurface installation. For purposes of Section 4216.1 an "operator" does not include an owner of real property where subsurface facilities are exclusively located if they are used exclusively to furnish services on that property and the subsurface facilities are under the operation and control of that owner.

(h) "Regional notification center" means a nonprofit association or other organization of operators of subsurface installations which provides advance warning of excavations or other work close to existing subsurface installations, for the purpose of protecting those installations from damage, removal, relocation, or repair.

(i) "State agency" means every state agency, department, division, bureau, board, or commission.

(j) "Subsurface installation" means any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewerlines, nonpressurized storm drains, or other nonpressurized drain lines.

4216.1. Every operator of a subsurface installation, except the Department of Transportation, shall become a member of, participate in, and share in the costs of, a regional notification center. Operators of subsurface installations who are members of, participate in, and share in, the costs of a regional notification center, including, but not limited to, the South Shore Utility Coordinating Council, the Underground Service Alert--Northern California or the Underground Service Alert--Southern California are in compliance with this section and Section 4216.9.

4216.2. (a) Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center, at least two working days, but not more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated.

(b) Except in an emergency, every excavator covered by Section 4216.8 planning to conduct an excavation on private property may contact the appropriate regional notification center if the private property is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated.

(c) The regional notification center shall provide an inquiry identification number to the person who contacts the center pursuant to this section and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation. An inquiry identification number may be validated for more than 28 days when mutually agreed between the excavator and any

member operator so notified that has a subsurface installation in the area of the proposed excavation; and, it may be revalidated by notification to the regional notification center by the excavator prior to the time of its expiration.

(d) A record of all notifications by excavators and operators to the regional notification center shall be maintained for a period of not less than three years. The records shall be available for inspection by the excavator and any member, or their representative, during normal working hours and according to guidelines for inspection as may be established by the regional notification centers.

(e) As used in this section, the delineation is practical when any of the following conditions exist:

(1) When delineating a prospective excavation site with white paint could not be misleading to those persons using affected streets and highways.

(2) When the delineation could not be misinterpreted as a traffic or pedestrian control.

(3) Where an excavator can determine the exact location of an excavation prior to the time an area has been field marked pursuant to Section 4216.3.

(4) Where delineation could not be construed as duplicative.

(f) Where an excavator makes a determination that it is not practical to delineate the area to be excavated, the excavator shall contact the regional notification center to advise the operators that the excavator shall identify the area to be excavated in another manner sufficient to enable the operator to determine the area of the excavation to be field marked pursuant to Section 4216.3.

4216.3. (a) Any operator of a subsurface installation who receives timely notification of any proposed excavation work in accordance with Section 4216.2 shall, within two working days of that notification, excluding weekends and holidays, or before the start of the excavation work, whichever is later, or at a later time mutually agreeable to the operator and the excavator, locate and field mark the approximate location and, if known, the number of subsurface installations which may be affected by the excavation to the extent and degree of accuracy that the information is available either in the records of the operator or as determined through the use of standard locating techniques other than excavating, otherwise advise the person who contacted the center of the location of the operator's subsurface installations which may be affected by the excavation, or advise the person that the operator does not operate any subsurface installations that would be affected by the proposed excavation.

(b) Every operator of a subsurface installation who field marks the location of a subsurface installation shall make a reasonable effort to make field markings in conformance with the following color code and type of installation:

(1) Safety Red--electric power, distribution, and transmission installations, or municipal electric installations.

(2) High Visibility Safety Yellow--gas distribution and transmission installations, oil distribution and transmission installations, or installations containing or transporting dangerous materials, products, or steam.

(3) Safety Alert Orange--telephone and telegraph installations, police and fire communication installations, and cable television installations.

(4) Safety Precaution Blue--water installations and slurry pipelines.

(5) Safety Green--sewer installations.

(c) If, at any time during an excavation for which there is a valid inquiry identification number, an operator's field markings are no longer reasonably visible, the excavator shall contact the appropriate regional notification center. The regional notification center shall contact any member, if known, who has a subsurface installation in the area of the excavation. Upon receiving timely notification or renotification pursuant to this subdivision, the operator shall re-locate and re-mark, within two working days, those subsurface installations which may be affected by the excavation to the extent necessary, in conformance with this section.

(d) The excavator shall notify the appropriate regional notification center of the failure of an operator to comply with this section. The notification shall include the inquiry identification number issued by the regional notification center. A record of all notifications received pursuant to this subdivision shall be maintained by the regional notification center for a period of not less than three years. The records shall be available for inspection pursuant to subdivision (d) of Section 4216.2.

4216.4. (a) The excavator shall determine the exact location of subsurface installations in conflict with the excavation by excavating with hand tools within the area of the approximate location of subsurface installations as determined by the field marking provided in accordance with Section 4216.3 before using any power-operated or power-driven excavating or boring equipment within the approximate location of the subsurface installation, except that power-operated or power-

driven excavating or boring equipment may be used for the removal of any existing pavement if there are no subsurface installations contained in the pavement. If mutually agreeable with the operator and the excavator, the excavator may utilize power-operated or power-driven excavating or boring equipment within the approximate location of a subsurface installation and to any depth.

(b) If the exact location of the subsurface installation cannot be determined by hand excavating in accordance with subdivision (a), the excavator shall request the operator to provide additional information to the excavator, to the extent that information is available to the operator, to enable the excavator to determine the exact location of the installation.

4216.5. The requirements of this article apply to state agencies and to local agencies which own or operate subsurface installations, except as otherwise provided in Section 4216.1. A local agency which is required to provide the services described in Section 4216.3 may charge a fee in an amount sufficient to cover the cost of providing that service.

4216.6. (a) (1) Any operator or excavator who negligently violates this article is subject to a civil penalty in an amount not to exceed ten thousand dollars (\$10,000).

(2) Any operator or excavator who knowingly and willfully violates any of the provisions of this article is subject to a civil penalty in an amount not to exceed fifty thousand dollars (\$50,000).

(3) Except as otherwise specifically provided in this article, this section is not intended to affect any civil remedies otherwise provided by law for personal injury or for property damage, including any damage to subsurface installations, nor is this section intended to create any new civil remedies for those injuries or that damage.

(4) This article shall not be construed to limit any other provision of law granting governmental immunity to state or local agencies or to impose any liability or duty of care not otherwise imposed by law upon any state or local agency.

(b) An action may be brought by the Attorney General, the district attorney, or the local or state agency which issued the permit to excavate, for the enforcement of the civil penalty pursuant to this section. If penalties are collected as a result of a civil suit brought by a state or local agency for collection of those civil penalties, the penalties imposed shall be paid to the general fund of the agency. If more than one agency is involved in enforcement, the penalties imposed shall be apportioned among them by the court in a manner that will fairly offset the relative costs incurred

by the state or local agencies, or both, in collecting these fees.

4216.7. (a) In the case where an excavator has failed to comply with the notification requirements of Section 4216.2 and the requirements of Section 4216.4, the excavator shall be liable for any claim for damages to the subsurface installation arising from the excavation, by an owner or operator who has complied with the requirements of Section 4216.1 and Section 4216.3, to the extent that the damage was proximately caused by the excavator's failure to comply. This subdivision shall not affect claims including, but not limited to, third-party claims, brought against the excavator by other parties for damages arising from the excavation.

(b) In the case where an owner or operator of a subsurface installation has failed to comply with the regional notification center system requirements of Section 4216.1, that owner or operator shall forfeit his or her claim for damages to his or her subsurface installation arising from the excavation against an excavator who has complied with the requirements of Section 4216.2 to the extent damages were proximately caused by the owner or operator's failure to comply. This subdivision shall not affect claims including, but not limited to, third-party claims, brought against the excavator by other parties for damages arising from the excavation.

(c) In the case where an owner or operator of a subsurface installation receives timely notification of proposed excavation work pursuant to Section 4216.2 but fails to comply with subdivision (a) of Section 4216.3, that owner or operator shall forfeit his or her claim for damages to his or her subsurface installation arising from the excavation against an excavator who has complied with the notification requirements of Section 4216.2 to the extent damages were proximately caused by the owner or operator's failure to comply. This subdivision shall not affect claims including, but not limited to, third-party claims, brought against the excavator by other parties for damages arising from the excavation.

4216.8. This article does not apply to any of the following persons:

(a) An owner of real property who contracts for an excavation project on the property, not requiring a permit issued by a state or local agency, with a contractor or subcontractor licensed pursuant to Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code.

(b) An owner of residential real property, not engaged as a contractor or subcontractor licensed pursuant to Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, who as part of improving his or her principal residence or appurtenances thereto is performing or having performed excavation work not requiring a permit issued by a state or local agency.

(c) Any person or private entity that leases or rents power operated or power-driven excavating or boring equipment, regardless of whether an equipment operator is provided for that piece of equipment or not, to a contractor or subcontractor licensed pursuant to Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code, if the signed rental agreement between the person or private entity and the contractor or subcontractor contains the following provision:

"It is the sole responsibility of the lessee or renter to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this contract, the lessee or renter accepts all liabilities and responsibilities contained in the regional notification center law."

4216.9. (a) No permit to excavate issued by any local agency, as defined in Section 4216, or any state agency, shall be valid unless the applicant has been provided an initial inquiry identification number by a regional notification center pursuant to Section 4216.2. For purposes of this section, "state agency" means every state agency, department, division, bureau, board, or commission, including the Department of Transportation.

(b) This article does not exempt any person or corporation from Sections 7951, 7952, and 7953 of the Public Utilities Code.

Advertising Bench Inspection Checklist (Please Print)

Time of Day: _____ AM/PM Date / / Staff: _____

Bench ID# _____ DIRECTION: _____ NEAR SIDE/FAR SIDE

No. of benches: 0 1 2 No. of trash receptacles: 0 1

Main Street _____

Cross Street _____ Adjacent Business _____

ADDITIONAL COMMENTS

<p>Bus Stop Amenities*</p> <p><input type="checkbox"/> No deficiencies to Advertising Bench(es), trash receptacle(s), and/or 10-foot perimeter of amenity(ies) other than as described below.</p> <p><input type="checkbox"/> Potential Repairs Needed</p> <p>Describe: _____</p> <p><input type="checkbox"/> Corrective Action Taken</p> <p>Describe: _____</p>	
<p><input type="checkbox"/> Potential Hazard/Safety Concern</p> <p>Describe: _____</p> <p><input type="checkbox"/> Remedial Action Taken</p> <p>Describe: _____</p> <p>If Contractor finds a potential hazard or safety concern: 1) Contractor shall tape off or otherwise mark the area to prevent public access or implement other safety precautions; and 2) Contractor shall send this Checklist to the Contract Manager promptly within 24 hours of this inspection.</p>	

***Inspection Items:** Include, but are not limited to, cleanliness; the presence of any graffiti; protruding or damaged metal, parts, nuts/bolts, advertisements, panels; signs of human waste, stain, or debris; and any obstructions to pedestrian access (e.g., tree branches, newsstand, advertising bench, sleeve left from removed sign post, etc.). **Any deficiency that poses a potential injury or public safety concern must be identified and handled as described in the Potential Hazard section above.**







By _____
Signature

Date _____

EXHIBIT K LOS ANGELES COUNTY WATERSHED MAP

KERN COUNTY

Legend

-  Ballona Creek Watershed
-  Dominguez Channel & L.A. Harbor
-  Los Angeles River Watershed
-  Malibu Creek Watershed
-  San Gabriel River Watershed
-  Santa Clara River Watershed

Santa Clara River Watershed

VENTURA COUNTY

San Gabriel River Watershed

Los Angeles River Watershed

Malibu Creek Watershed

Ballona Creek Watershed

SANTA MONICA BAY

PACIFIC OCEAN

Dominguez
& LA Harbor
Watershed

ORANGE COUNTY

SAN BERNARDINO
COUNTY

COUNTY OF LOS ANGELES WATERSHED BOUNDARIES

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COUNTY OF LOS ANGELES



DEPARTMENT OF PUBLIC HEALTH

Environmental Health/Environmental Protection Bureau

Solid Waste Management Program

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

APPLICATION FOR WASTE COLLECTOR PERMIT

(Part 1 - Business Only)

APPLICATION NO.

DATE

1. GENERAL BUSINESS INFORMATION

1. FIRST NAME		
2. FICTITIOUS FIRM NAME OR D.B.A. (IF DIFFERENT FROM NO. 1)		
3. ADDRESS OF FIRM		
4. MAILING ADDRESS OF FIRM (IF DIFFERENT FROM NO. 3)		
5. A) FIRM TELEPHONE NO. (S)	B) EMERGENCY TELEPHONE NO. (S)	
6. OWNER (S) NAME		
7. TYPE OF OWNERSHIP		
8. PERSON (S) RESPONSIBLE FOR OPERATION OF FIRM		
	<u>NAME</u>	<u>ADDRESS</u> <u>TELEPHONE NO.</u>
A)		
B)		
C)		
D)		
9. PERSON (S) TO CONTACT IN AN EMERGENCY		
	<u>NAME</u>	<u>TELEPHONE NO.</u>
A)		
B)		
C)		
D)		
10. DATE STARTED IN THIS BUSINESS	11. THIS IS AN APPLICATION FOR	
	NEW BUSINESS <input type="checkbox"/> RENEWAL <input type="checkbox"/>	
12. "THE ABOVE INFORMATION IS TRUE AND CORRECT TOT THE BEST OF MY KNOWLEDGE AND BELIEF. AS CONDITIONS FOR THE GRANTING OF THIS PERMIT. (1) (WE) AGREE TO SUBMIT ANY ADDITIONAL INFORMATION THAT MAY BE REQUIRED BY THE ENFORCEMENT AGENCY. (1) (WE) AGREE TO CONDUCT ALL PHASES OF THE BUSINESS AND TO MAINTAIN ALL EQUIPMENT USED IN CONJUNCTION WITH THE BUSINESS IN CONFORMANCE WITH ALL APPLICABLE LAWS. REGULATIONS AND ENACTMENTS."		
SIGNATURE OF APPLICANT (S) : _____		

II. FOR ENFORCEMENT AGENCY USE ONLY:

1. DATE APPLICATION MADE	RECEIVED
2. DATE APPLICATION ACCEPTED	RECEIVED
3. APPLICATION	
A) APPROVED _____ DATE _____ B) DENIED _____ DATE _____ C) REASON FOR DENIAL _____	
4. PERMIT NO.	5. PERMIT RENEWAL DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____



COUNTY OF LOS ANGELES



DEPARTMENT OF PUBLIC HEALTH

Environmental Health/Environmental Protection Bureau

Solid Waste Management Program

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

APPLICATION FOR WASTE COLLECTOR PERMIT

(Part 2 - Collection Equipment)

APPLICATION NO.

DATE

1. GENERAL BUSINESS INFORMATION

1. FIRST NAME					
2. FICTITIOUS FIRM NAME OR D.B.A. (IF DIFFERENT FROM NO. 1)					
3. ADDRESS OF FIRM					
4. MAILING ADDRESS OF FIRM (IF DIFFERENT FROM NO. 3)					
5. ADDRESS OF COLLECTION EQUIPMENT STORAGE YARD					6. TELEPHONE NUMBER
7. THIS IS AN APPLICATION FOR <input type="checkbox"/> NEW PERMIT <input type="checkbox"/> RENEWAL				8. TOTAL NUMBER OF COLLECTION VEHICLES TO BE PERMITTED	
9. SIGNATURE OF OWNER/OPERATOR					
10. LIST OF VEHICLES TO BE PERMITTED					
<u>MAKE</u>	<u>VEHICLE NUMBER</u>	<u>YEAR</u>	<u>CALIFORNIA LICENSE NUMBER</u>	<u>SERVICE/USE (RESIDENTIAL, COMMERCIAL, INDUSTRIAL, DEMOLITION DEBRIS)</u>	<u>TYPE (FRONT, REAR, SIDE LOADER, ROLL-OFF)</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

II. FOR ENFORCEMENT AGENCY USE ONLY:

1. DATE APPLICATION RECEIVED	2. DATE APPLICATION ACCEPTED	REJECTED
3. APPLICATION		
A) APPROVED _____		DATE _____
B) DENIED _____		DATE _____
C) REASON FOR DENIAL _____		
4. PERMIT RENEWAL DATE		

SIGNATURE OF AUTHORIZED REPRESENTATIVE



COUNTY OF LOS ANGELES



EXHIBIT L
DEPARTMENT OF PUBLIC HEALTH

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

RECORD OF OPERATOR QUALIFICATIONS

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

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

IN ORDER TO COMPLY WITH THE ABOVE PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. NAME, ADDRESS AND TELEPHONE NUMBER OF BONDING COMPANY			
2. BOND NO.	EXPIRATION DATE	3. DATE BOND FILED	BOND AMOUNT \$

NOTE: A COPY OF THE PERFORMANCE BOND, MADE PAYABLE TO THE COUNTY OF LOS ANGELES, MUST BE FILED WITH THE ENFORCEMENT AGENCY

IN LIEU OF A PERFORMANCE BOND, YOU MAY FILE WITH THE ENFORCEMENT AGENCY A BANK OR SAVINGS AND LOAN CERTIFICATE. THESE MUST BE IN AN AMOUNT NOT LESS THAN \$2,500. PAYABLE TO THE COUNTY OF LOS ANGELES. IF YOU UTILIZE THIS OPTION, PLEASE COMPLETE THE FOLLOWING:

1. NAME OF BANK, SAVINGS AND LOAN, OR CREDIT UNION			
2. BRANCH ADDRESS AND TELEPHONE NUMBER			
3. NAME OF BRANCH MANAGER			
4. CERTIFIED OR CASHIER'S CHECK NO.	AMOUNT \$	5. SAVINGS & LOAN CERTIFICATE NO.	AMOUNT \$
6. SHARE NUMBER			

ADDITIONAL INFORMATION:

NAME, ADDRESS AND TELEPHONE NUMBER OF PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE CARRIER			
1. _____ POLICY NUMBER			
NAME, ADDRESS AND TELEPHONE NUMBER OF WORKMAN'S COMPENSATION INSURANCE CARRIER			
2. _____ POLICY NUMBER			
LIST FIVE (5) CREDIT REFERENCES (BANK, SUPPLIERS, ETC.)			
3.	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER</u>
	A)		
	B)		
	C)		
	D)		
	E)		

RECORD OF COMPANY EXPERIENCE

1. HOW LONG HAS THE FIRM BEEN IN THE WASTE COLLECTION BUSINESS: _____
2. DOES THE FIRM CURRENTLY HOLD ANY CONTRACTS OF FRANCHISES IN CITIES OR OTHER COUNTIES _____
IF YES, LIST EACH ALONG WITH THE NAME ADDRESS AND TELEPHONE NUMBER OF THE PERSON RESPONSIBLE FOR ADMINISTRATION OF THE CONTRACT OR FRANCHISE AND HOW LONG THE FIRM HAS HELD THE CONTRACT OR FRANCHISE.

WASTE COLLECTOR PERMIT

ATTENTION: _____

SUBJECT: **APPLICATION FOR WASTE COLLECTOR PERMIT**

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

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

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

Phone: (213) 978-0892

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

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

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

Enclosures (4)

WASTE COLLECTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
business address _____,
as principal, and _____,
a _____ corporation, authorized to transact a surety business, as
surety, business address _____,
are held and firmly bound unto the County of Los Angeles, State of California, in the
sum of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**, for the payment of
which well and truly to be made we bind ourselves jointly and severally by these
presents.

The condition of the foregoing obligation is that:

WHEREAS said principal is to be issued a Waste collector Permit by the County
of Los Angeles for the collection and disposal of solid wastes and is required by said
County to give this bond in connection with the issuance of said permit.

NOW, THEREFORE, if the said principal shall, while said permit is in full force
and effect, well and truly do and perform all the covenants and obligations of said permit
on its part to be done and performed at the times and in the manner specified therein,
then this obligation shall be null and void, otherwise it shall be and remain in full force
and effect.

They surety may cancel this bond after thirty days notice by registered mail to the
County Health Officer of Los Angeles, addressed to 5050 Commerce Drive,
Baldwin Park, CA 91706, such notice to be signed by a duly authorized representative
of the surety.

In witness whereof, said principal and said surety have hereunto set their hand s
and seals this _____ day of _____, 20 ____.

By: _____
Principal

By: _____
Attorney – in – Fact

All signatures shall be acknowledged before a Notary Public.



**BUILDING CODE MANUAL
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUILDING AND SAFETY DIVISION
Based on the 2011 LACBC**

EXHIBIT M

**#21
106
Article 2
06-28-11
Page 1 of 2**

OUTDOOR ADVERTISING SIGNS (AND BILLBOARDS)

Section 22 08 190 of Title 22 of the Los Angeles County Code defines outdoor advertising sign as, " signs that advertise or direct the public to off-site products, businesses, professions or services " Outdoor advertising signs may also include large free standing signs or billboards or can be mounted on the side of a building or structure

Outdoor advertising signs are required to comply with all applicable requirements in the building code (including Chapter 65) and zoning code. Also, a permit for outdoor advertising structures is required from California Department of Transportation (Caltrans) when the outdoor advertising displays (signs or structures) are within 660 feet from the edge of the right-of-way (Business and Professions Code Sections 5222 & 5271) The 660 feet is measured from the edge of right-of-way horizontally along a line normal or perpendicular to the centerline of the highway

Supersedes BCM 101.3 Article 1 dated 06-04-97

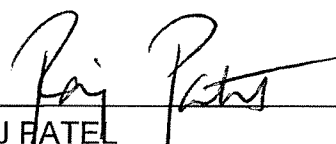
WRITTEN BY FADY KHALIL
Civil Engineer

REVIEWED BY JUAN MADRIGAL
Senior Civil Engineer

RECOMMENDED BY

APPROVED BY


HASSAN ALAMEDDINE
Chief Engineer


RAJ FATEL
Superintendent of Building

List of Code References for Installation of Advertising Benches

1. Los Angeles County Code: Title 22 – Planning and Zoning
https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances?nodeId=TIT22PLZO
2. Caltrans Outdoor Advertising Act
http://www.dot.ca.gov/trafficops/oda/docs/ODA_Act_&_Regulations.pdf
3. Los Angeles County General Plan
<http://planning.lacounty.gov/generalplan/generalplan>
4. Community, Neighborhood and Area Plans
<http://planning.lacounty.gov/plans/adopted>

ADVERTISING BUS BENCH PROGRAM MAP

Please use the link for an in-depth view of Bus Bench locations:

<http://arcg.is/0HSPf5>



Advertising Bus Bench Program



- Bus Bench With Receptacle Unincorporated County Area
● Bus Bench Without Receptacle

SAMPLE BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of:

_____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the Advertising Bus Bench Program, and is required by said County to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, and shall reimburse the Obligee for all loss and damage which the Obligee may sustain by reason of failure or default on the part of the Principal, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

It is agreed, that any alterations in the work to be done, or increase or decrease of the work which may be made pursuant to the terms of said contract shall not in any way release either the principal or surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extension of the contract is hereby waived by the surety. The provisions of Section 2845 of the Civil Code are not a condition precedent to the surety's obligation hereunder and are waived by the SURETY.

PROVIDED, however that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning _____ and ending _____.
2. The bond may be extended for additional one-year terms at the option of the Surety, by Continuation Certificate executed by the Surety. Every extension must provide for continuing liability in the above amount notwithstanding any payment or recovery thereon.
3. The liability of the Surety under this bond and all Continuation Certificates shall not be cumulative and under no circumstances shall the Surety's liability exceed the penal sum stated herein.

SAMPLE BOND FOR FAITHFUL PERFORMANCE

4. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Obligee and this bond cannot be assigned to any other party without the written consent of the Surety.
5. In the event that suit is brought against this bond, the Surety will pay, in addition to the penal sum herein, costs and reasonable expenses and fees, including reasonable attorney's fees, as awarded and fixed by the court.

WITNESS our hands this _____ day of _____, 201_____.

By _____ (Contractor/Principal)	By _____ (Surety)
By _____ Its	By _____ Its Attorney-in-fact
By _____ Its	By _____ Its Attorney-in-fact
By _____ Its	By _____ Its

SAMPLE PAYMENT BOND
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
(FOR LABOR AND MATERIAL)

KNOW ALL MEN BY THESE PRESENTS:

That we, XXXXX, as principal, and _____
as surety, are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California, in the sum of XXX
Dollars (\$ 000), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind
ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas said principal has been awarded and is about to
enter into a written contract with the County of Los Angeles for the work described in contract number XXX for the
Advertising Bus Bench Program to which reference is hereby made for all particulars, and is required by said County to
give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said principal, as Contractor in said contract, or principal's subcontractor, fails to
pay any of the persons referred to in Section 9100 of the Civil Code of the State of California for labor performed, skills
or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment
implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, for, or
about the performance of the work contracted to be done, or for amounts due under the Unemployment Insurance Code
with respect to work or labor performed by any such claimant, said surety shall pay for the same, in an amount not
exceeding the sum specified above; and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the
court. This bond is executed pursuant to the provisions of Ch 5 of Div 4, Pt 6, Tit 3, of the Civil Code of the State of
California, and shall inure to the benefit of any of the persons referred to in said Civil Code Section 9100, as it now
exists or may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought
upon this bond. No premature payment by said County to said principal shall exonerate any surety unless the Board of
Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said
Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the
amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished,
which may be made pursuant to the terms of said contract shall not in any way release either the principal or surety
hereunder, nor shall any extensions of time granted under the provisions of said contract release either the principal or
surety, and notice of such alterations or extensions of the contract is hereby waived by the surety. The provisions of
Section 2845 of the Civil Code are not a condition precedent to the SURETY'S obligation hereunder and are waived by
the SURETY.

WITNESS our hands this _____ day of _____, 20 _____

a corporation

Surety

By _____ President

Print Name

By _____ Secretary

Print Name

ALL SIGNATURES MUST BE WITNESSED BY NOTARY