

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE: BRC-1

November 8, 2017

NOTICE OF INVITATION FOR BIDS FOR ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

ł

PLEASE TAKE NOTICE that Public Works requests Bid Submissions for a contract for Rowland Heights Area Street Sweeping Services (2017-PA035). This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service for its initial term is estimated to be \$340,000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting Bids 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 Bidders for this IFB are strongly encouraged to register at http://dpw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for this IFB through the website will receive automatic notification when any update to this IFB is made. The County does not have an obligation to notify any Bidders other than through the Public Works website's automatic notification system.

<u>Doing Business with Local Small Business Enterprise, Disabled Veteran</u> 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 a County certified LSBE, DVBE, and SE: http://dcba.lacounty.gov. All interested firms that are included in the Qualified Contractor List resulting from Request for Statement of Qualifications (RFSQ) for Street Sweeping Services (2015-SQPA004) are invited to submit a Bid if they meet the Minimum Mandatory Requirements identified in this IFB.

Minimum Mandatory Requirements: Bidders must meet all minimum mandatory requirements set forth in the RFSQ and IFB document including, but not limited to:

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

Note: The use of Subcontractors is prohibited for this service.

A. Bid Submission Requirements:

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

- 1. Bidder has completed and signed all appropriate forms listed in this IFB, Part I, Forms.
- 2. Bidder has demonstrated that it complies with all minimum requirements as outlined in the Minimum Mandatory Requirements set forth in the RFSQ and IFB. (Please use Form PW-19.1, Bidder's Compliance with the Minimum Mandatory Requirements.)
- 3. Bids shall be submitted with **five (5)** complete sets of the Bid that includes all related information in the following formats:
 - Paper: One original and two copies.
 - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
 - One original electronic copy.
 - One redacted electronic copy Bidder shall redact any trade secret, confidential, proprietary, or other personal information from the Bid, such as Social Security numbers.

The deadline for Bid submission is <u>Wednesday, November 22, 2017, at 5:30 p.m.</u> Please direct your questions to Ms. Dunn at (626) 458-4169 or Mr. Flores at (626) 458-4069. Bids must be submitted to the County of Los Angeles Department of Public Works Cashier's Office located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Bidder and this IFB. Bids are received only when accepted and time stamped by the Cashier's Office. All other indications of apparent timely delivery may be disregarded.

Bidders are instructed not to contact any County personnel other than the Contract Analyst listed below regarding this solicitation. All contact regarding this IFB or any matter relating thereto must be in writing and may be mailed or e-mailed 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 Telephone: (626) 458-4169

or

E-mail: <u>iflores@dpw.lacounty.gov</u> Telephone: (626) 458-4069

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

B. Bid Selection:

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

Proposed Price (100 points)

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

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

Subject to such adjustment(s), the lowest averaged total Proposed Price quoted in the Schedule of Prices (Forms PW-2.1 through PW-2.4) will receive the full weight of this evaluated item. Other Bids will receive a prorated score calculated as follows: divide the lowest average Total Proposed Price by each other Bidder's average Total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion. The Bid with the lowest averaged Total Proposed Price may not necessarily be awarded a contract.

C. Invitation for Bids

- 1. All definitions, provisions, requirements and rules of interpretation set forth in the RFSQ including Addenda to the RFSQ for the contract for Street Sweeping Services (2015-SQPA004) also apply to this IFB.
- 2. The County reserves the right to cancel this IFB at any time at its sole discretion. In the event of any such rejection of IFBs or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of an IFB.

Follow us on Twitter:

We encourage you to follow us on Twitter <u>@LACoPublicWorks</u> 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 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Very truly yours,

MARK PESTRELLA

Director of Public Works

PAT PROANO Deputy Director

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Enc.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS INVITATION FOR BIDS

FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)



Approved Navewleer 7, 2017

MARK PESTRELLA

Director of Public Works

By: Deputy Director

INVITATION FOR BIDS

FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

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FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

ITEM	DESCRIPTION	UNIT	ANNUAL QUANTITY	UNIT PRICE	ANNUAL PRICE
1.	Sweeping of curbed streets ¹	CURB MILES (CM) ²	10,192	\$	\$
2.	Sweeping of paved alleys	PAVED ALLEY MILES (PM) ³	104	\$	\$
	TOTAL ANNUAL PROPOSED PRICE				

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

- 1. Sweeping curbed streets and alleys includes sweeping of curbed and painted medians, the furnishing of water, and the proper disposal of all debris resulting from sweeping operations.
- 2. A Curb Mile (CM) is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.
- 3. A Paved Alley Mile (PM) shall equal a swept path not less than 20 feet wide for a total length of 5,280 feet.

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Proposer's Address:					
PHONE	FACSIMILE	E-Mail			

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SUMMARY SHEET OF SCHEDULE OF PRICES

FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE: Bidder must provide pricing for ALL contract terms including the 5th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

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

TERMS	ANNUAL PRICE
ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Initial Term)	\$
ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Option Year 1)	\$
ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Option Year 2)	\$
ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Option Year 3)	\$
TOTAL PRICE FOR YEARS' 1 THROUGH 4	\$
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4	\$
	ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Initial Term) ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Option Year 1) ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Option Year 2) ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (Option Year 3) TOTAL PRICE FOR YEARS' 1 THROUGH 4

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

FORM PW-9.1 (SUPPLEMENTAL)

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

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.

□ Requ	uest for Local Smal	l Business Enterprise (LSBE) Program Pre	eference
		te of California as a sr .os Angeles County for a		nas had its principal place of or
1	principal place of bu sizes that meet the S	usiness located in Los A State's Department of Ge	Angeles County and	's inclusion policy that has its has revenues and employee rements; and
	Certified as a LSBE I	by the DCBA.		
□ Requ	uest for Social Ente	rprise (SE) Program Pr	eference	
€				ding transitional or permanent environmental and/or human
	Certified as a SE bus	siness by the DCBA.		
☐ Requ	uest for Disabled Ve	eterans Business Enter	prise (DVBE) Progr	am Preference
	Certified by the State	of California, or		
	Certified by U.S. Dep	artment of Veterans Affa	airs as a DVBE; or	
c	criteria set forth by:		as a DVBE or is v	inclusion policy that meets the verified as a service-disabled
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		UNDER PENALTY OF ABOVE INFORMATION		THE LAWS OF THE STATE
	DCBA certification		IS TRUE AND ACC	JIVATE.
Name of	Firm		County Webven No.	
Print Nan			Title:	
Signature	e:		Date:	
MINE I				
Revi	ewer's Signature	Approved	Disapproved	Date

FORM PW-9.1 (SUPPLEMENTAL)

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

FIRM NAME:			COIISI	deration	i oi tile	hiot	Josai.					
My County (Web	oVen) Vendo	r Number	••									
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Asian or Pacific	Islander				***************************************							
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Filipino												
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Please distribute the above total number of individuals into the following categories: Race/Ethnic Composition Owners/Partners/ Associate Partners Male Female Male Fem

LOCAL SBE-FIRM-ORGANIZATION FORM.DOC Rev. 10/18/16 PW Rev. 10/18/16

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:			
Company Address:			
City:	State:		Zip Code:
Telephone Number:	Email Address:		
Solicitation/Contract for			Services
	PROPOSER CERTIFICATION	ON	
ngaged in human trafficking frontract. roposer acknowledges and contry's Zero Tolerance Hum roposer or a member of his compliance. Proposer further accuman Trafficking Policy may contract, at the sole judgment of	human trafficking policy that om receiving contract awards of ertifies compliance with Exhibit an Trafficking Policy, of the staff performing work under cknowledges that noncompliantesult in rejection of any propositive County.	r performing ser t B, Section 1.0 proposed Contr the proposed ce with the Cou osal, or cancella	OO, Compliance with ract and agrees that Contract will be in unty's Zero Tolerance ation of any resultant
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rint Name:		Title	
ignature:		Date:	

BIDDER'S COMPLIANCE WITH THE IFB: MINIMUM REQUIREMENT ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

BIDDER MUST CHECK A	BOX IN EVERY SEC	TION
Important Note: The infor	nation on this form is s	subject to verification.
At the time of bid submis	ssion, Bidder must m	eet the following minimum requirement:
The Bidder or its street sweeping		must have a minimum of 3 years of experience providing
Yes. Bidd stated abo		ployee does meet the experience requirement
Bidder or Bidder's Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experiences
	·	
☐ No. Bidder stated abo		byee <u>does not</u> meet the experience requirement
further acknowledges that	if any false, misleading	e information stated above is true and accurate. Bidder g, incomplete, or deceptively unresponsive statements in osal may be rejected at the sole discretion of the County.
Signature		Title
Firm Name		Date

FORM PW-20.1 (Supplemental)

STATEMENT OF EQUIPMENT FORM ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

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Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

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

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

Instructions to complete PW-2s, Schedule of Prices and LW-8s, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2017, and will end September 30, 2018, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage.

Each Contract term has its own Form PW-2 and Form LW-8.

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

For example, contractor's term cover from October 1, 2017 to December 31, 2017, the Living Wage rate is \$14.25 and from January 1, 2018 to August 31, 2018, the Living Wage rate is \$15.00, therefore; the Contractor's LW-8 for this period must be \$15.00 or higher or Contractor's LW-8 clearly shows the two rates during those periods.

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

FORM LW-4.1 (SUPPLEMENTAL)

COUNTY OF LOS ANGELES

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

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

The Age	ent is required to check each of the following two boxes:	
LIVING	WAGE ORDINANCE:	
	The Agent has read the County's Living Wage Ordinance (Land understands that the Firm is subject to its terms.	os Angeles County Code, Section 2.201.010 through 2.201.100),
CONTR	ACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARME	ENT ORDINANCE:
	The Agent has read the County's Determinations of Contractor N County Code Section 2.202.010 through 2.202.060), and understa	Jonresponsibility and Contractor Debarment Ordinance (Los Angeles ands that the Firm is subject to its terms.
LABOR	LAW/PAYROLL VIOLATIONS:	
working		local statute, regulation, or ordinance pertaining to wages, hours or the Fair Labor Standards Act, employment of minors, or unlawful
His	tory of Alleged Labor Law/Payroll Violations (Check One):	
	The Firm HAS NOT been named in a complaint, claim, investigation which involves an incident occurring within three (3) years of the	tion or proceeding relating to an alleged Labor Law/Payroll Violation e date of the proposal; OR
		r proceeding relating to an alleged Labor Law/Payroll Violation which date of this proposal. (I have attached to this form the required ation for each allegation.)
His	tory of Determinations of Labor Law /Payroll Violations (Check	c One):
	There HAS BEEN NO determination by a public entity within the Labor Law/Payroll Violation; OR	ree (3) years of the date of the proposal that the Firm committed a
	Law/Payroll Violation. I have attached to this form the required for each violation (including each reporting entity name, case opened, and nature and disposition of each violation or fin	(3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll/Debarment History form with the pertinent information number, name and address of claimant, date of incident, date claim ding.) (The County may deduct points from the proposer's final function points available with the largest deductions occurring for
HISTOR	Y OF DEBARMENT (Check one):	
	The Firm HAS NOT been debarred by any public entity during the	past ten (10) years; OR
		t ten (10) years. Provide the pertinent information (including each nt, date of incident, date claim opened, and nature and disposition of t History form.
	under penalty of perjury under the laws of the State of California	
Owner's	Agent's Authorized Signature	Print Name and Title
Print Nar	ne of Firm	Date

PROPOSER'S EMPLOYEE BENEFITS

Proposer:			
Name of Proposer's	s Health Plan:		Date:
Medical Insurance/H	lealth Plan:		
Employer Pays \$	Employee Pays \$	Total Mo. Premium \$	
Annual Deducti Emplo		Family \$	
	_ Hospital Care (In Patient X-Ray and Laboratory Surgery Office Visits Pharmacy Maternity Mental Health/Chemical De Mental Health/Chemical De	ependency, In Patient	
Dental Insurance:			
Employer Pays \$	Employee Pays \$	Total Mo. Premium \$	
Life Insurance:			
Employer Pays \$	Employee Pays \$	Total Mo. Premium \$	
Vacation:			
Number of Days	and		
Any increase after	years of employment, r	number of days or hours	
Sick Leave:			
Number of Days	and		
Any increase after	years of employment, r	number of days or hours	
Holidays:			
Number of Days	per year		
Retirement:			
Employer Pays \$	Employee Pays \$	Total Premium \$	

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

(LIST EACH EMPLOYEE SEPARATELY) SUN	H					מאטטה	APPROXIMATE		
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**NOTE: HOURLY RATE LISTED MUST BE THE HIGHER OF THE TWO LIVING (1) Vacations, Sick Leave, Holiday	R OF THE	TWO LIV	(1)	/acations	s, Sick Lea	ve, Holiday			₩
WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING	GH MULTI	PLE LIVIN	(2) VC	(2) Health Insurance	surance				8
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			(7)	3eneral a	ınd Admini	(7) General and Administrative Costs			e
			(8)	(8) Profit			ADDALON NA CALLANDA NA CAL		(A
							Total Oth	Total Other Costs (5+6+7+8)	\$
								TOTAL PRICE	8

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

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

Date	
1 of 4	
Signature	
Name of Bidder	

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

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

POSITION/TITLE *			HOURS	S PER DAY	λ¥			HOURS	APPROXIMATE	A IBI N	
(LIST EACH EMPLOYEE SEPARATELY)	SUN	MON	TUE	WED	E	FRI	SAT	PER WEEK	HOURS	WAGE RATE**	LSOO
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**NOTE: HOURLY RATE LISTED MUST BE THE HIGHER OF THE TWO LIVING	HIGHE	R OF THI	: TWO I	IVING	1) Vacat	ons, Sic	k Leave	(1) Vacations, Sick Leave, Holiday	Ventor Company		\$
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WAGE RATE YEARS.	S.			×	3) Payro	Taxes	& Worke	(3) Payroll Taxes & Workers' Compensation	tion		\$
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				Ŭ	7) Gener	al and A	dministr	(7) General and Administrative Costs			(A
				<u>)</u>	(8) Profit						\$
									Total Oth	Total Other Costs (5+6+7+8)	8
										TOTAL PRICE	9

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

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

	Date
	2 of 4
	Signature
Nome of District	ואמווים כו סומתפו

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STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ROWLAN

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

POSITION/TITLE *			HOURS P	S PER DAY	ΑY			HOURS	APPROXIMATE	HOURLY	
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Comments/Notes:										Total Salaries	↔
**NOTE: HOURLY RATE LISTED MUST BE THE <u>HIGHER</u> OF THE TWO LIVII	HIGHER	OF THE	TWOL	Ş	1) Vacati	ons, Sici	k Leave	(1) Vacations, Sick Leave, Holiday			÷
WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING	HROUG	1 MULTI	PLE LIV	'n	2) Health	(2) Health Insurance	ce				\$
WAGE RATE YEARS.	S.			<u>ن</u>	3) Payrol	Taxes	& Worke	(3) Payroll Taxes & Workers' Compensation	tion		•
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									Total Employee	Total Employee Benefits (1+2+3+4)	A
				(}	5) Equipi	(5) Equipment Costs	sts				\$
				(ξ	3) Servic	(6) Service and Supply Costs	upply Cc	ısts			\$
				ن	7) Gener	al and A	dministr	(7) General and Administrative Costs			\$
				3)	(8) Profit				William Control of the Control of th		8
									Total Oth	Total Other Costs (5+6+7+8)	4
										TOTAL PRICE	4

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Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2.1 through PW-2.5, Schedule of Prices. When there is a discrepancy annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. between the price quoted in Form PW-2.1 through PW-2.5, Schedule of Prices, and this cost methodology, Form LW-8.1 through LW-8.4, the correctly calculated price indicated in Form PW-2.1 through PW-2.5, Schedule of Prices, shall prevail.

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STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

POSITION/TITLE *			HOURS P	S PER DAY	A≺			HOURS	APPROXIMATE	HOURLY	
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**NOTE: HOURLY RATE LISTED MUST BE THE HIGHER OF THE TWO LIVING	HIGHER	OF THE	TW0 L) AING) Vacati	ons, Sic	k Leave,	(1) Vacations, Sick Leave, Holiday			\$
WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING	HROUGH	MULTIF	LE LIV	ING	(2) Health Insurance	Insuran	ce				\$
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				<u>()</u>	7) Genera	al and A	dministr	(7) General and Administrative Costs			8
				3)	(8) Profit						8
									Total Oth	Total Other Costs (5+6+7+8)	\$
										TOTAL PRICE	\$

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

4 of 4

Signature

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AGREEMENT FOR ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

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EXHIBIT B-E Intentionally Omitted [Please refer to RFSQ for Street Sweeping S (2015-SQPA004) and Addendum 1-2]	
EXHIBIT F.1 Performance Requirements Summary (SUPPLEMENTAL)	
EXHIBIT G Sample Fuel Adjustment Calculation	
EXHIBIT H Area Maps	

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Part II Sample Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

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AGREEMENT FOR ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

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EXHIBIT H	Area Maps	

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SAMPLE AGREEMENT FOR

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

THIS AGREEMENT, made and entered into this day of, 2017, 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, 2017, hereby agrees to provide services as described in this Contract for Rowland Heights Area Street Sweeping Services (2017-PA035).
SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G, Sample Fuel Adjustment; Exhibit H, Area Maps; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; Addenda to the Request for Statement of Qualifications; and the Invitation for Bids, including its exhibits and addenda, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.
<u>THIRD</u> : The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid Submission and attached hereto as Forms PW-2.1 – 2.5, an amount not to exceed $\$ which includes disposal and fuel adjustments for the entire contract period of 54 months as the Board may approve (Maximum Contract Sum).
FOURTH: This Contract's initial term shall be for a period of one year commencing on or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of four years and six months. Each such option and renewal shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option

years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in the applicable Forms PW-2.1 through PW-2.4, Schedule of Prices.

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

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

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

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

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

<u>TENTH</u>: No Cost-of-Living Adjustments (COLA) shall be granted for the optional renewal periods.

<u>ELEVENTH</u>: (The following provision will be applicable if, at the time of bid submission, the Proposer is purchasing fuel using Market Prices.) The Director may adjust five percent of the hourly rate of compensation set forth in the applicable Forms PW-2.1 through PW-2.4 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet pri gnd dcus sca m.htm or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California at http://tonto.eia.doe.gov/dnav/pet/pet pri prop dcu r50 m.htm or other County approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5)

"Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price report.html or other County approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used beginning on the month of this Contract's start date and thereafter at each successive six month interval. which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit H. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

[OR]

ELEVENTH: (The following provision will be applicable if, at the time of bid submission, the Proposer has a long-term agreement for fuel purchases with a fuel supplier.) The Director may adjust five percent of the hourly rate of compensation set forth in the applicable Form PW-2 (Schedule of Prices) based on the increase or decrease in the negotiated fuel price during the term of this Contract, whenever there is a renegotiation of the Contractor's fuel prices with the fuel suppliers. The Contractor agrees to provide Public Works with a copy of its current long-term fuel purchasing agreements and each new fuel agreement, whenever the(se) agreement(s) is/are renegotiated during the term of this Contract. Such copies, when marked "Confidential" by the Contractor, shall be treated by the County as confidential in accordance with the California Public Records Act. The percentage change in the fuel price shall be obtained using the fuel prices listed in the long-term agreement on the proposal submission date and whenever there is a change in the long-term fuel price. A sample calculation is included in Exhibit G. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase of decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit G. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in revenue service and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using a long-term agreement to purchasing fuel utilizing Market Prices.

TWELFTH: The CONTRACTOR may request an annual adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Forms PW-2.1 through PW-2.4 (Schedule of Prices) based on a percentage change in disposal fee during the life of this

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

<u>THIRTEENTH</u>: 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 H, inclusive, the COUNTY'S provisions shall control and be binding.

<u>FOURTEENTH</u>: In the event that there are discrepancies in the work requirements between the Scope of Work from the Request for Statement of Qualifications document and this Invitation for Bid's Scope of Work resulted from the Request for Statement of Qualifications (2015-SQPA004) per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

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

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

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

	COUNTY OF LOS ANGELES
	By Chairman, Board of Supervisors
ATTEST:	
LORI GLASGOW Executive Officer of the Board of Supervisors of the County of Los Angeles	
By Deputy	
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By Deputy	
Boputy	[NAME OF CONTRACTOR]
	Ву
	Its President
	Type or Print Name
	By
	Its Secretary
	Type or Print Name

SCOPE OF WORK

ROWLAND HEIGHTS AREA STREET SWEEPING SERVICES (2017-PA035)

A. <u>Public Works Contract Manager</u>

Public Works Contract Manager will be Mr. Edward Lee of our Road Maintenance Division Maintenance District 1 Baldwin Park who may be contacted at (626) 337-1277 or elee@dpw.lacounty.gov, Tuesday through Friday, 6:30 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of 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

Exhibit H, Area Maps provides a more detailed outline of each sweeping area limits, including locations of streets and alleys included in the service area.

C. Request of Work from Contractor

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

D. Contract Cost

All services required in this Exhibit A.1, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1 through PW-2.4, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

The Contractor shall sweep and/or clean once a week, or as specified, all public streets, paved alleys, and curbed medians within the Project limits as shown in Exhibit H, Area Map. The word "sweeping" shall define an operation, and the method shall not be limited to the use of a power broom street sweeper. Unless otherwise stated, work shall be measured in either Curb Miles or Paved Alley Miles. A Curb Mile is defined as a swept path not less than 10 feet wide for a total length of 5,280 feet. A Paved Alley Mile is defined as a swept path not less than 20 feet wide for a total length of 5,280 feet. Both gutter brooms must be down for this definition to apply.

Sweeping a street shall normally consist of a single pass, both brooms down, at a maximum speed of not more than 6 miles per hour on each side of the street adjacent and parallel to the curb face, and shall include curb returns, and cross gutters at intersecting streets. Where there is a raised median, sweeping shall also consist of a single swept path on each side of the median adjacent and parallel to the median curb face.

Sweeping an alley shall normally consist of a single swept path, both brooms down, on each side to the alley adjacent and to the right of the flow line or centerline of the alley at a maximum speed of not more than 6 miles per hour.

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

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

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

F. Work Schedule

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

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

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

- 1. Sweeping of streets that have posted parking restrictions specified for street sweeping shall only be swept during the posted day and hours. After the Contract has been awarded, a list of posted streets shall be provided to the Contractor.
- 2. Areas shall not be swept on the same day trash pickup is scheduled. Whenever feasible, sweeping shall be scheduled the day after trash pickup. The Contractor shall be responsible for determining when trash pickups are scheduled. Trash pickup schedules for some County areas may be found in the following website: http://ladpw.org/epd/cleanla/default.html.
- 3. Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or such time as daily public activities start.
- 4. Streets adjacent to apartments, condominiums, or other areas where all night on street parking is prevalent shall be swept after 8 a.m.
- 5. Major highways shall not be swept during peak traffic hours.
- 6. Residential areas, except for streets adjacent to schools, shall not be swept prior to 7 a.m. or after 3:30 p.m.
- 7. Street sweeping shall be scheduled so that both sides of a street are not swept in the same day, unless the Contract Manager directs otherwise.

G. <u>Alternate Day Sweeping Schedule</u>

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

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

H. Holidays

Holidays Observed by the County of Los Angeles are:

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

Independence Day Christmas Day

When street sweeping falls on a County Observed Holiday, the Contractor shall complete the work in compliance with Paragraph AA, Changes Resulting from Schedule Disruption.

I. Standard of Performance

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

J. <u>Contractor's Sweepers Mandatory Requirements</u>

The type of equipment utilized in this service shall be stated on the Statement of Equipment Form (Form PW-20.1)

K. <u>Disposal of Refuse and Debris</u>

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

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

L. <u>Utilities/Water</u>

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

M. Storage Facilities

The County will not provide storage facilities for the Contractor.

N. Right of Way

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

O. Authority of Board and Contract Manager

The County of Los Angeles Board of Supervisors (Board) has the final authority in all matters affecting the work. Within the scope of this Contract, the Contract Manager has the authority to enforce compliance with these Area Maps and Specifications. The Contractor shall promptly comply with instructions from the Contract Manager or authorized representative.

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

P. <u>Best Management Practices</u>

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

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

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

<u>NO.</u>	MATERIAL MANAGEMENT
CD10(2)	Material Delivery and Storage
CD11(2)	Material Use
CD12(2)	Spill Prevention and Control
•	WASTE MANAGEMENT
CD13(2)	Solid Waste Management
CD14(2)	Hazardous Waste Management
CD15(2)	Contaminated Soil Management
CD16(2)	Concrete Waste Management
	VEHICLE AND EQUIPMENT MANAGEMENT
CD18(2)	Vehicle and Equipment Cleaning
CD19(2)	Vehicle and Equipment Fueling
CD20(2)	Vehicle and Equipment Maintenance
	CD10(2) CD11(2) CD12(2) CD13(2) CD14(2) CD15(2) CD16(2) CD18(2) CD18(2) CD19(2)

TRAINING

CD40 Employee/Subcontractor Training

PHYSICAL STABILIZATION

CD26A(2) Soil Stabilizer/Dust Control

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

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

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. Full compensation for the implementation of BMP shall be considered as included in the Total Annual Proposed Price shown in Form PW-2.1 through PW-2.4, Schedule of Prices. Should the Contractor fail to comply with any BMP, the County will suffer damages, including, but not limited to, having to bear the risk of delay and disruption of its street sweeping program. The amount of such damages is and will continue to be extremely difficult and impracticable to ascertain. Execution of this Contract shall constitute agreement by the County and the Contractor that \$1,000 per day is the minimum value of the cost and actual damage caused by the Contractor's failure to fully implement any BMP, that such sum is liquidated damages and shall not be construed as a penalty and that such sums may be deducted from payments due to the Contractor if such failure occurs. However, such liquidated damages do not include losses resulting from the imposition of fines and penalties and other enforcement actions by administrative The County may assess the Contractor, as liquidated damages. \$1,000 for each calendar day that the Contractor has not fully implemented one or more of the BMP specified for this Contract and/or is otherwise in noncompliance with these provisions. In addition, the Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from any fine, penalty, or enforcement action (including attorney's fees, legal costs, and staff costs) imposed or brought by any person or entity on account of Contractor's alleged lack of compliance with these provisions or nonimplementation of the

specified BMP. The County may deduct from payment due to the Contractor, amounts necessary to cover such fines and costs.

Q. Execution of Work

To minimize public inconvenience, the Contractor shall diligently execute the work in the manner and at the times approved by the Contract Manager as specified in this Exhibit's paragraph F, Work Schedule, and shall at all times comply with the approved sweeping Work Schedule. If, as determined by the Contract Manager, the Contractor fails to execute the work to the extent that the public may be inconvenienced, the Contractor shall, upon orders from the Contract Manager, immediately resume diligent execution of the work. All cost of executing the work as described herein shall be included in the Contractor's Total Annual Proposed Price shown in Form PW-2.1 through PW-2.4, Schedule of Prices.

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

R. <u>Inspection and Acceptance of the Work</u>

The Contractor shall implement a Contract Quality Control Plan as required under this Exhibit's paragraph X, Quality Control. The Contractor shall routinely inspect the work to ensure compliance with the Area Maps and Specifications, approved Work Schedules, and the Contractor quality standards.

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

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

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

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

S. <u>Contractor's Equipment Compliance with Laws and Regulations</u>

- The Contractor shall fully comply with all applicable laws and regulations, including, but not limited to, all Air Quality Management District (AQMD) regulations. In particular, the Contractor's equipment shall, at all times, be in full compliance with AQMD Rules 1186 and 1186.1 pertaining to street sweepers.
- 2. The street sweepers specified on the equipment list provided to Public Works and no others shall be used in the Contract work unless notice is given to Public Works and the substitution is approved by the Contract Manager. The Contract Manager or a designee may inspect the Contractor's vehicles employed in the Contract work at any time without notice.
- 3. In the event of mechanical breakdown of an alternate-fuel street sweeper, and only if no other alternate-fuel street sweeper is available, the Contractor shall comply with AQMD Rule 430 in a timely fashion and shall make a timely application for an emergency permit under Rule 430 in order to ensure uninterrupted performance of this Contract. The Contractor shall immediately provide to Public Works notice of any telephonic report and a copy of any written report or action plan presented to AQMD pursuant to Rule 430.
- 4. The Contractor shall furnish and maintain in good and safe condition all equipment required for the proper execution of this Contract. The Contract Manager may reject any vehicle or piece of equipment not meeting these safety, maintenance, or regulatory requirements. For the sweeping of curbed highways and streets, the Contractor's equipment shall clean the streets as specified in this Exhibit's paragraph I, Standard of Performance.
- 5. The Contractor shall provide sweeping equipment and disposal trucks, which shall be properly maintained both mechanically and in appearance. The Contractor shall provide backup sweeping equipment adequate to ensure completion of scheduled work in the event of equipment breakdown, an area requires resweeping, or to provide any additional resweeping

- directed by the Contract Manager. All equipment shall be clearly marked with Contractor's name and vehicle number. The Contractor's telephone number shall be prominently displayed on all equipment for purposes of identification.
- 6. The sweeper operator shall be furnished with a cellular phone or equivalent communication device that will allow the Contract Manager to contact with the sweeper operator during sweeping operations. The Contractor shall provide the Contract Manager with the information necessary to maintain contact with the sweeper operator during sweeping operations. The communication device shall be on and operating during sweeping operations.

T. Global Positioning System

- 1. Primary and backup sweepers shall be equipped with a Global Positioning System (GPS) capable of reporting real time data.
- 2. The GPS shall be internet based (direct internet connection) or require additional software to access the GPS provider's data. If internet based, the Contractor shall provide Public Works with two accounts to access the GPS provider's internet site. If additional software is required, the Contractor shall provide software for installation on two Public Works computers.
- 3. The accounts shall be set up so that only Public Works and Contractor can view Public Works data.
- 4. The Contractor shall pay for all costs related to GPS, including hardware, software, activation fees, technical support, and monthly service charge fees. There is no separate bid item for the GPS.
- 5. The GPS shall be capable of gathering the following real time data: speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water sprayer on/off.
- 6. The GPS shall be capable of tracking a sweeper's path with lines or dots superimposed on a map.
- 7. The minimum locate schedule (frequency of occurrence that GPS data is received from the sweeper) shall be every one minute when brooms are down.
- 8. The minimum locate schedule shall be every 15 minutes when brooms are up.

- 9. The GPS shall generate an e-mail alert when the following events occur:
 - a. Sweeper exceeds 6 mph and brooms are down
 - b. One hour or more of nonmovement during weekdays, 6 a.m. to 4 p.m.
- 10. The GPS shall be capable of generating daily reports of sweeper activity that includes the following information: date, time, address, speed, direction, location (address), distance traveled, ignition on/off, brooms up/down, and water on/off.
- 11. Authorized Public Works employees can generate and print reports at any time.
- 12. All reports shall have the capability to be downloaded in other formats, such as Microsoft Excel or Word.
- 13. Data shall be available for immediate downloading for a minimum of 3 months. After 3 months, data shall be backed up and be made available at Public Works' request.

U. Reports

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

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

V. Measurement

The Contractor is required to design an approved weekly "alternate day" sweeping schedule for all areas. There is no separate bid item for creating this schedule.

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

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

W. Contractor's Representative

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

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

X. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that street sweeping services are provided in strict compliance with the Area Maps, Specifications, and approved Work Schedule.

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

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

Within 10 days of Contract award, the Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager.

This plan will include, as a minimum, the names and telephone numbers of the Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of the Contractor's Quality Control function.

Y. Specifications

These specifications and Contract documents shall govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete service.

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

Z. Additional Sweeping

The Contractor shall provide additional sweeping of any street(s) and alley(s) within the area shown on the Area Maps at any time when ordered by the Contract Manager. The Contractor will be compensated for each additional sweeping at the Contract's Unit Price per Curb Mile or Paved Alley Mile, indicated in Form PW-2.1 through PW-2.4. Schedule of Prices, as appropriate as determined by the Contract Manager.

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

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

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

Notwithstanding the above, the County has the option on additional sweeps to compensate the Contractor on an hourly basis where it is difficult to determine Curb Miles swept in a non-routine manner. In these cases, the hourly rate paid by the County to the Contractor shall be equal to four times the Contract's Unit Price per Curb Mile, as indicated in Form-2.1 through PW-2.4, Schedule of Prices. Minimum payment will be equivalent to payment for 16 Curb Miles.

AA. Changes Resulting from Schedule Disruption

During this Contract period, the Contractor shall sweep the designated public streets and alleys at least once each week, including all curbed medians in accordance with a Work Schedule approved by the Contract Manager.

During inclement weather, the Contract Manager or his designee may cancel the day's scheduled sweeping. In such cases, the Contractor will be contacted and sweeping immediately be stopped. The Contractor shall be paid for sweeping performed before the call was made to stop sweeping. When, in the opinion of the Contract Manager, inclement weather prevents adherence to the regular sweeping schedule for 2 days or less in a given week, the Contract Manager may require the sweeping areas so affected to be swept prior to the next sweeping schedule. Any such required sweeping made necessary by inclement weather shall meet the requirements of this Exhibit's paragraph I, Standard of Performance, and shall be performed by the Contractor at the Contract's Unit Price per Curb Mile, as indicated in Form PW-2.1 through PW-2.4, Schedule of Prices, and will not be considered additional sweeping as defined in this Exhibit's paragraph Z, Additional Sweeping.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall, when ordered by the Contract Manager, be swept within two working days of the regularly scheduled sweeping day without interruption in the regular sweeping schedule. Any such requested sweeping shall meet the requirements of this Exhibit's paragraph I, Standard of Performance, and shall be performed by the Contractor at the Contract Unit Price per Curb Mile, as indicated in Form PW-2.1 through PW-2.4, Schedule of Prices, and shall not be considered additional sweeping.

In the event the Contractor is prevented from completing the sweeping as provided in the approved Work Schedule because of reasons other than inclement weather

or holidays, the Contractor shall be required to complete the deferred sweeping services within two calendar days without interruption in the regular sweeping schedule.

BB. Changes Resulting from Added or Deleted Streets

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

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

Added and/or deleted curbed streets and paved alleys within the unincorporated area shown on Exhibit H, will be amended in accordance with Exhibit B, Section 2.4.

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

CC. <u>City Incorporation</u>

In the event any areas to be swept under this Contract attain incorporation as a city, the Contractor shall continue to sweep the streets and alleys shown on the Contract plans at the Contract's Unit Price per Curb Mile, as indicated in Form PW-2.1 through PW-2.4, Schedule of Prices, until the termination date of this Contract or as directed by the County. The County may direct the Contractor to delete streets within the incorporated area from its weekly sweeping schedule prior to the expiration date of this Contract. The Curb Mileage of the streets and alleys, within the incorporated area that are deleted from Contractor's weekly sweeping schedule will be deducted from the Contract quantities. The County may, at the request of the Contractor, review this Contract if the incorporation severely affects Contractor's weekly sweeping schedule.

DD. Changed Conditions

The Contractor shall notify the Contract Manager in writing of any changed conditions promptly upon their discovery. The Contract Manager will promptly investigate conditions, which appear to be changed conditions. If the Contract Manager determines that the conditions are changed conditions and they will

materially increase or decrease the costs of any portion of the work, a Change Order may be issued adjusting the compensation for such portion of the work. The compensation will be based on the appropriate Unit Price reflected in Form PW-2.1 through PW-2.4, Schedule of Prices.

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

EE. Communications and Public Relations

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

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

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

FF. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable California Occupational Safety and Health Administration and Public Works safety requirements while performing this requested work. Suitable clothing, gloves, and shoes that meet California Occupational Safety and Health Administration requirements are required.

GG. Project Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal,

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

HH. Project Safety Official

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

II. Liquidated Damages

- 1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
- 2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to Contract;

- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- f. It would be difficult for the County to prove loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- g. The liquated 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 liquated damages is specified.
- 3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
- 4. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary to evaluate Contractor's performance.

EXHIBIT B-E

Exhibit B: Service Contract General Requirements

Exhibit C: Internal Revenue Service Notice 1015

Exhibit D: Safely Surrendered Baby Law Posters

Exhibit E: Defaulted Property Tax Reduction Program

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

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

Comments Compliance □Yes □N/A □Yes N/A □Yes □Yes N/A □N/A **%**□ % □ °N□ % □ Performance Indicator* ermination for default of plus any fine(s) charged possible termination for governmental agencies \$50 per day per report Consequences for \$50 per day per report governmental agency; suspension; possible Failure to Meet \$500 per occurrence possible suspension; plus any remediation \$500 per occurrence Deductions / to the County by a default of contract. plus any fines by that is late or not that is late or not regulatory and cost; possible regulatory or submitted. submitted. contract. with any Federal, State, or local Submitted to Contract Manager negligence or failure to comply State, or Federal regulatory or Discharge of debris into storm daily/weekly/monthly report. governmental agency as a Fined by a local, regional, result of the Contractor's Performance Filed within time frame Indicator rules, regulations, or drains and/or gutter. equirements. equested. REPORTS/DOCUMENTATIONS Special Reports As Needed 1. Fines by Regulatory and Required Service/Tasks Governmental Agencies Violation of the National Daily/Weekly/Monthly/ Pollutant Discharge Elimination System Quarterly Reports A. SCOPE OF WORK ςi તં œ.

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

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

Comments Compliance □Yes □Yes □N/A □Yes N/A □Yes □N/A □Yes **%**□ % □ % □ **%**□ **8**□ Performance Indicator* \$100 per employee per from lack of orientation; day who is not certified Consequences for \$50 per error resulting \$50 per employee, per Failure to Meet possible suspension. \$50 per occurrence. Deductions / background check. \$250 per untrained as passing the occurrence. employee. and continuation of the contract background check submitted to Prior to the start of the contract Employees who do not pass or exceed contract requirements. local-level review, as required thorough knowledge of facility designated sensitive position he California Department of the contractor shall certify all practices related to the work. Justice to include State and accepted standards for safe Completion of training of all Staffing levels are equal or Document training of each employee. nas passed a fingerprints employees who are in a Performance s not certified shall be Employees must have mmediately removed. Indicator by the Contract. and its needs. **Employees Well Oriented To** Required Service/Tasks Contractor's Employee Maintain Knowledge of Criminal Background Safety Requirements Training program Investigation C. EMPLOYEES Staffing ~: 4. 5 ci რ

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

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.H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.H, to clarify Performance Requirements, or to monitor of any part of this Contract

	Comments							
	Compliance	□N/A		☐ Yes ☐ No ☐ N/A	□ Yes □ No □ N/A	□ Yes □ No □ N/A	□ Yes □ No □ N/A	☐Yes ☐No ☐N/A
	Deductions / Consequences for Failure to Meet Performance Indicator*			\$50 per occurrence.	\$50 per complaint not responded to within the time frame outlined in the specifications.	\$50 per occurrence.	\$200 per occurrence; possible suspension.	\$50 per occurrence; possible suspension.
	Performance Indicator			Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Respond within the time frame outlined in the Contract.	Facility inspected each shift or as required by Contract.	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	Contract specifications met.
to monitor of any part of this Contract.	Required Service/Tasks		D. SUPERVISOR/MANAGERS	 Change in Project Manager 	 Respond to complaints, requests, and discrepancies. 	3. Makes Site Inspections	4. Competent Supervisory Staff	Provide Adequate Supervision and Training

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

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

Comments							
Compliance		□Yes □No □N/A	□ Yes □ No □ N/A		□Yes □No □N/A	□Yes □No □N/A	□Yes □No □N/A
Deductions /	Consequences for Failure to Meet Performance Indicator*	\$200 per occurrence.	\$100 per day for use of non-English-speaking supervisor; possible suspension.		\$200 per day; work/contract; possible suspension; possible termination for default of contract.	\$200 per occurrence.	\$200 per day; possible suspension; possible termination for default of contract.
Performance	Indicator	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	On-site supervisor can communicate in English with County Contract Manager.		Certifications submitted before implementation of contract and on a timely basis there-after.	Maintain all required documents as specified in contract.	All license and certifications required to perform the work, if any.
Required Service/Tasks		6. Project Safety Official	7. Supervisors speak, read, write, and understand English	E. CONTRACT ADMINSTRATION	1. Insurance Certifications	2. Record Retention & Inspection/Audit Settlement	3. License and Certification

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

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

to informed of any part of time confident.				
Required Service/Tasks	Performance	Deductions /	Compliance	Comments
	וומוכמוסו	Consequences for Failure to Meet		
		Performance Indicator*		
4. Assignment and Delegation	Contractor shall not assign its	\$200 per day the County	□Yes	
	rights or delegate its duties	is not informed of this	SN [
	under this Contract, or both,	change; possible	5 N □	
	whether in whole or in part,	suspension; possible		
	without the prior written	termination for default of		
	consent of County.	contract.		
5. Safety Requirements	Comply with all applicable	\$500 per occurrence;	□Yes	
	State of California	possible suspension.	N N	
	Occupational Safety and		N/A	
	Health Administration			
	(Cal/OSHA).			

Sample Fuel Adjustment Calculation

Following sample data is required to calculate fuel adjustment:

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

Percentage of Unit Rate Attributable to Fuel Costs: 5% (from Agreement)

Proposal due date: November 2007

One year after Contract start date: July 2009

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - November 2007¹ 173.7 cents per Gallon Diesel (On-Highway) – June 2009²

218.7 cents per Gallon

Percent Change = [(June 2009 Price/Gallon - November 2007 Price/Gallon) /

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

Percent Change in Diesel price: 25.9% increase

Adjusted Unit Rate (FA Component):

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

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

= \$0.19 Fuel Adjustment (increase)

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

Fuel Adjustment (FA) Component for Propane price:

Propane (Commercial/Institutional) - November 2007¹

173.7 cents per Gallon

Propane (Commercial/Institutional) – April 2009²

·218.7 cents per Gallon

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

(November 2007 Price/Gallon] x (100)

 $[(218.7 - 173.7) / 173.7] \times (100) = 25.9\%$

Percent Change in Propane price: 25.9% increase

Adjusted Unit Rate (FA Component):

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

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

= \$0.19 Fuel Adjustment (increase)

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

Fuel Adjustment (FA) Component for CNG price:

Propane (West Coast) - November 2007¹

173.7 cents per Gallon

Propane (West Coast) - April 2009²

218.7 cents per Gallon

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

(November 2007 Price/Gallon] x (100)

 $[(218.7 - 173.7) / 173.7] \times (100) = 25.9\%$

Percent Change in CNG price: 25.9% increase

Adjusted Unit Rate (FA Component):

- = (5% of Unit rate x Percent Change in CNG Price)
- $= (5\% \times $15.00 \times 25.9\%)$
- = \$0.19 Fuel Adjustment (increase)

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

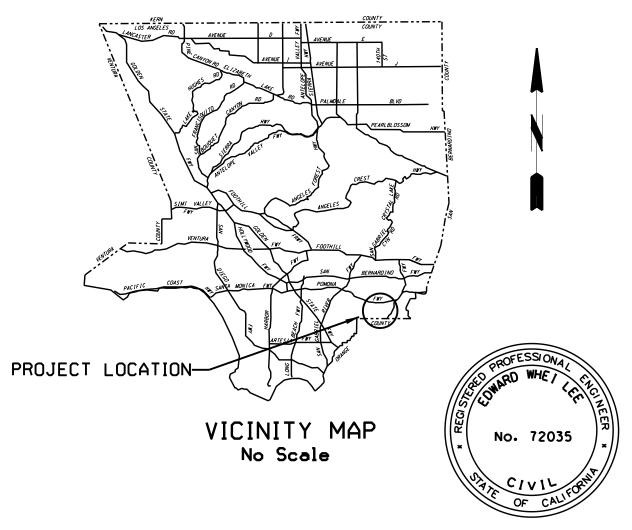
- 1. The month of the proposal due date.
- 2. Most recently published fuel price for the requesting month (one year from the contract start date).

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT ID NO. RMD1406005 PRIME CONTRACTOR LICENSE REQUIRED: NONE REQUIRED

ROWLAND HEIGHTS AREA STREET SWEEPING

TOTAL I FNGTH = 198.0 MILES



INDEX OF SHEETS

1 Title Sheet SHEET 2 - 17 Location Maps SHEET 18 - 19 Location Maps APPROVED Mark Pestrella DIRECTOR OF PUBLIC WORKS

DATE DEPUTY DIRECTOR

SUBMITTED

ASST. DEPUTY DIRECTOR-RD.MAINT.DIV.DATE

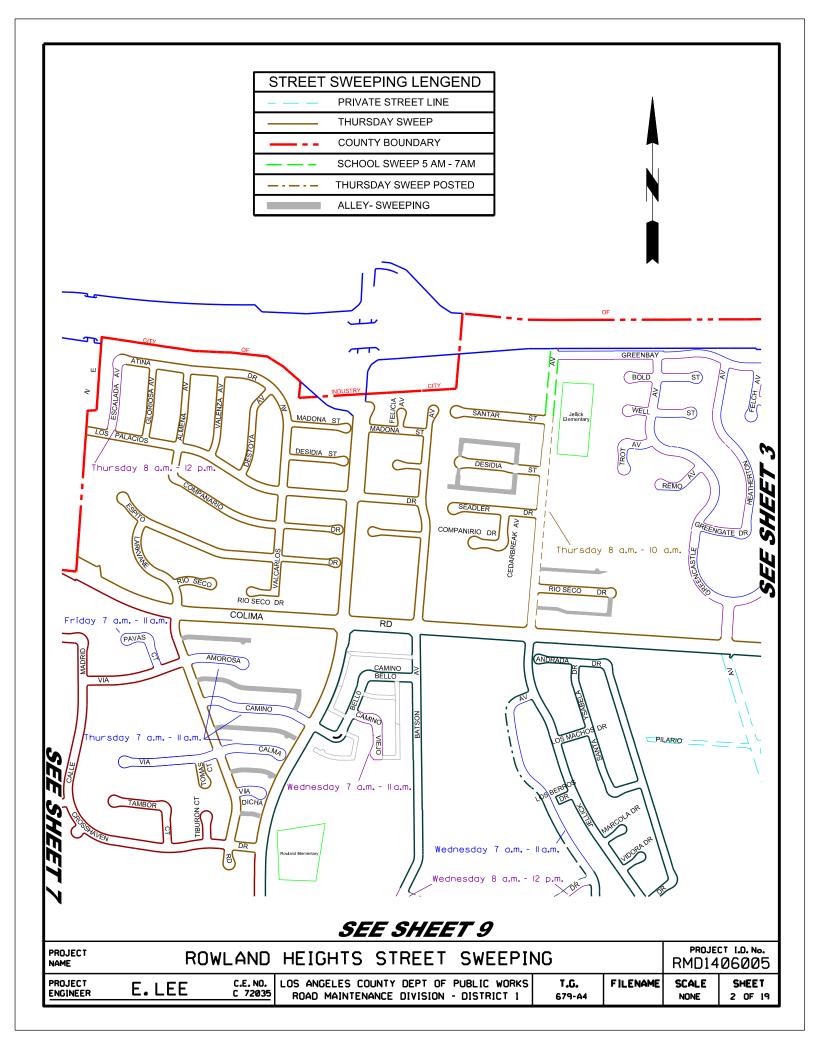
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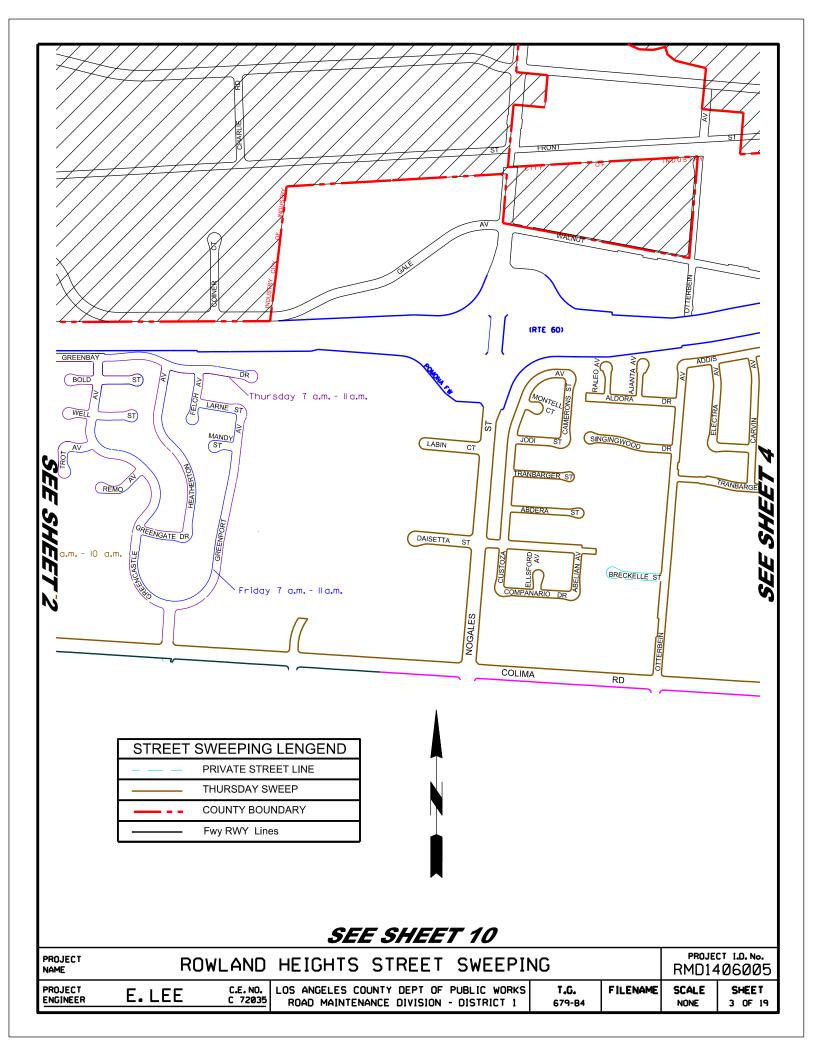
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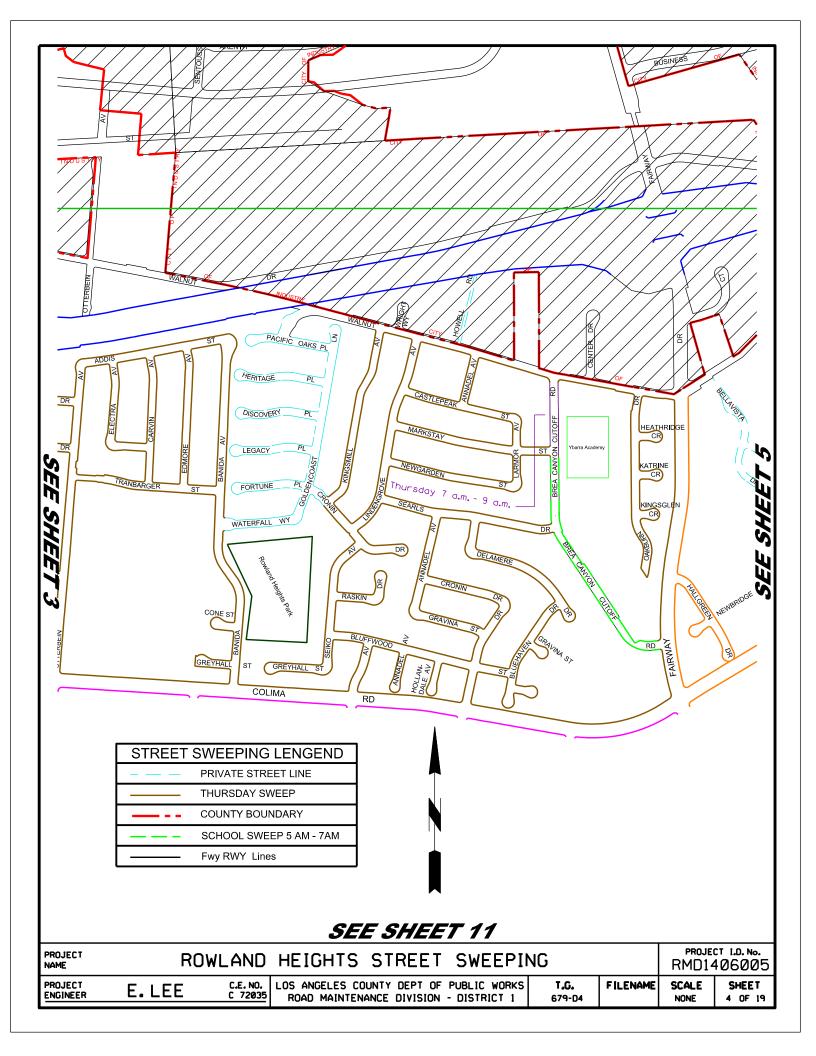
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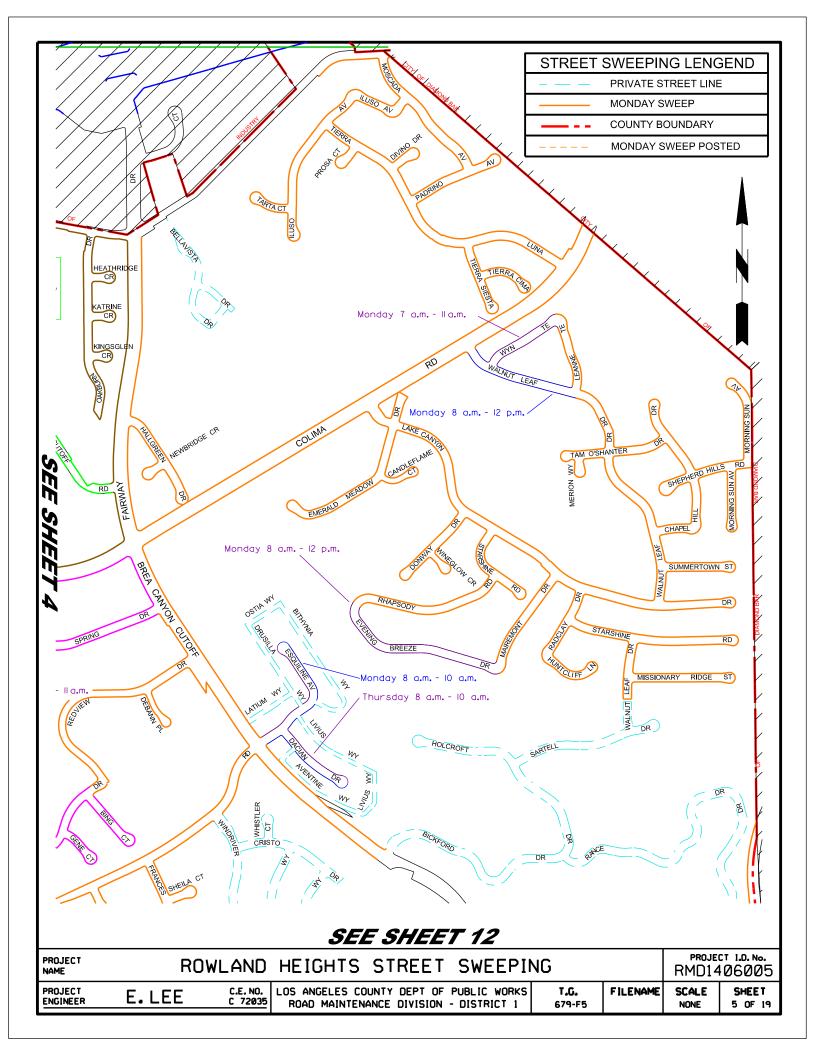
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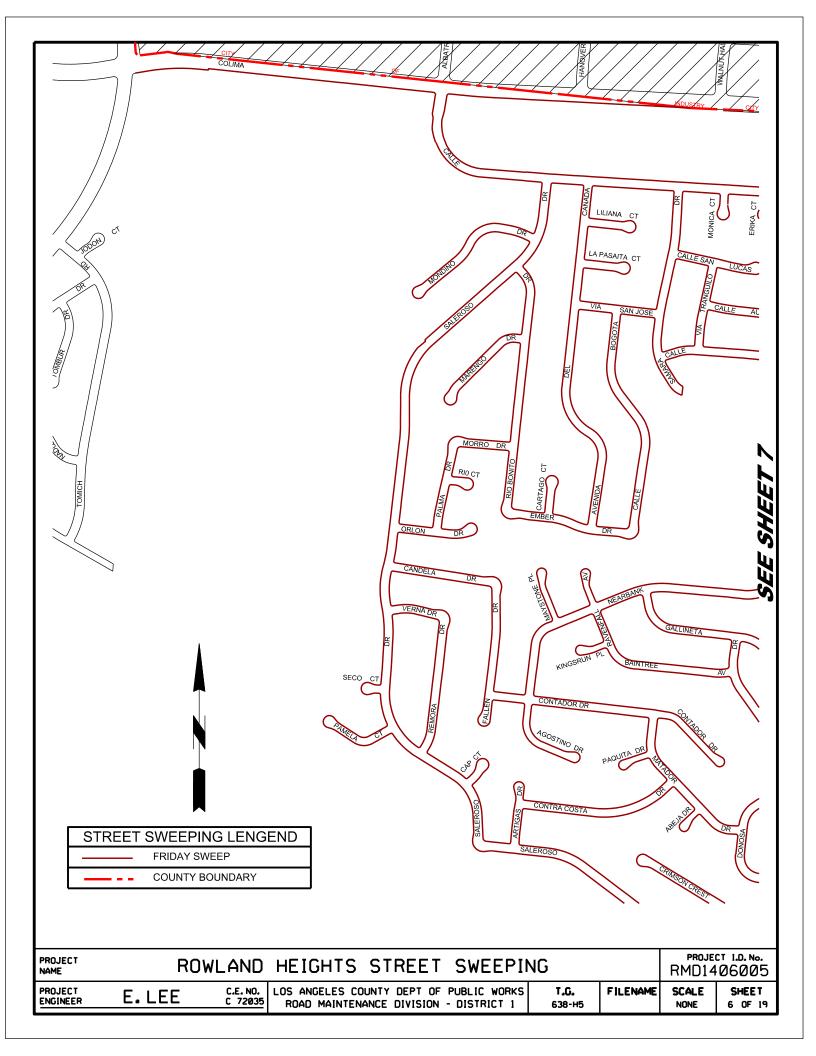
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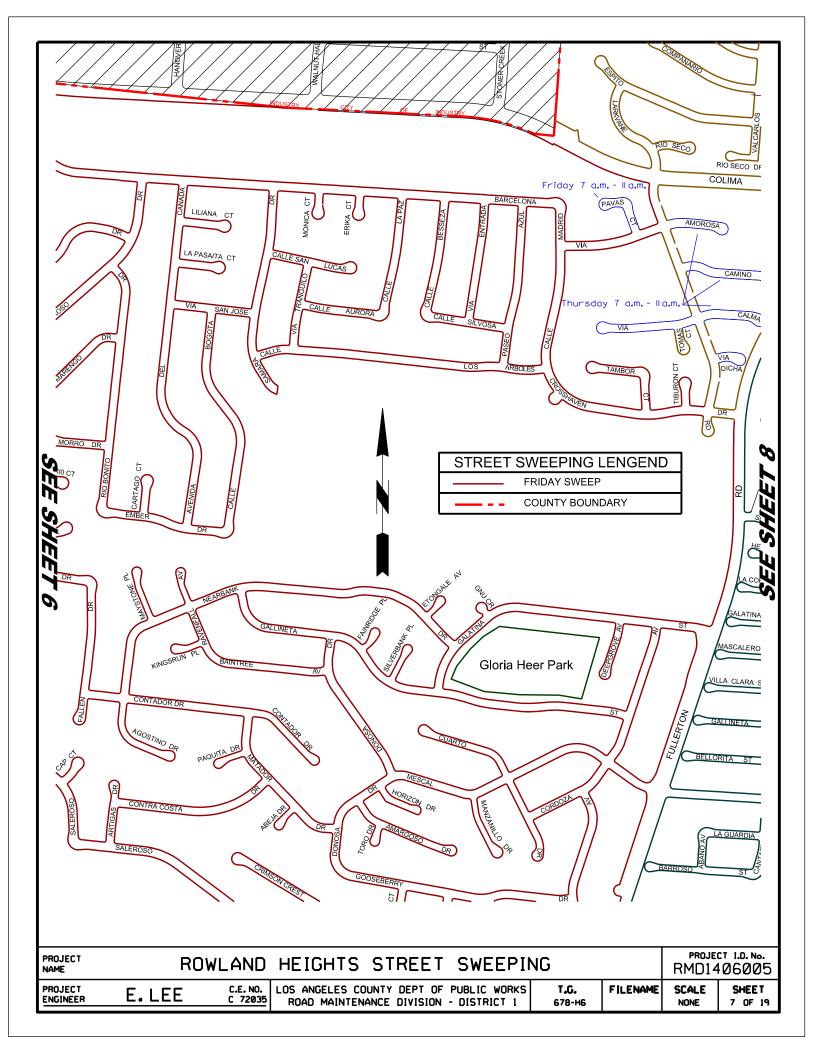


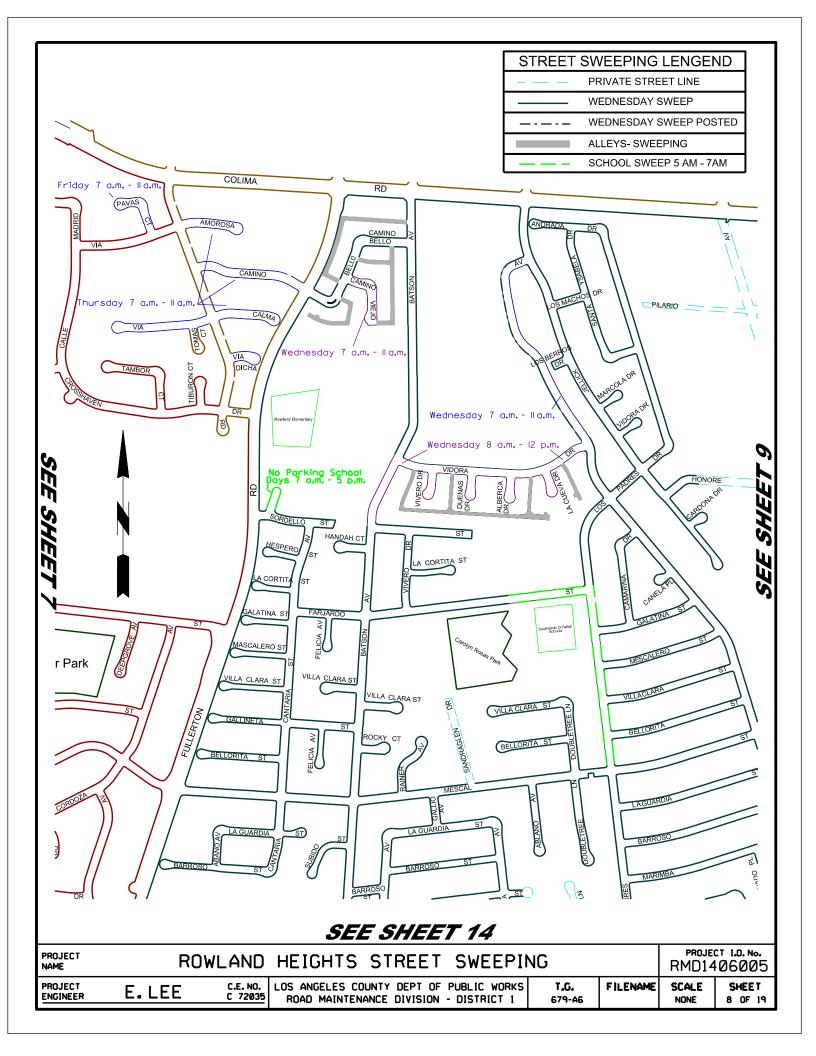


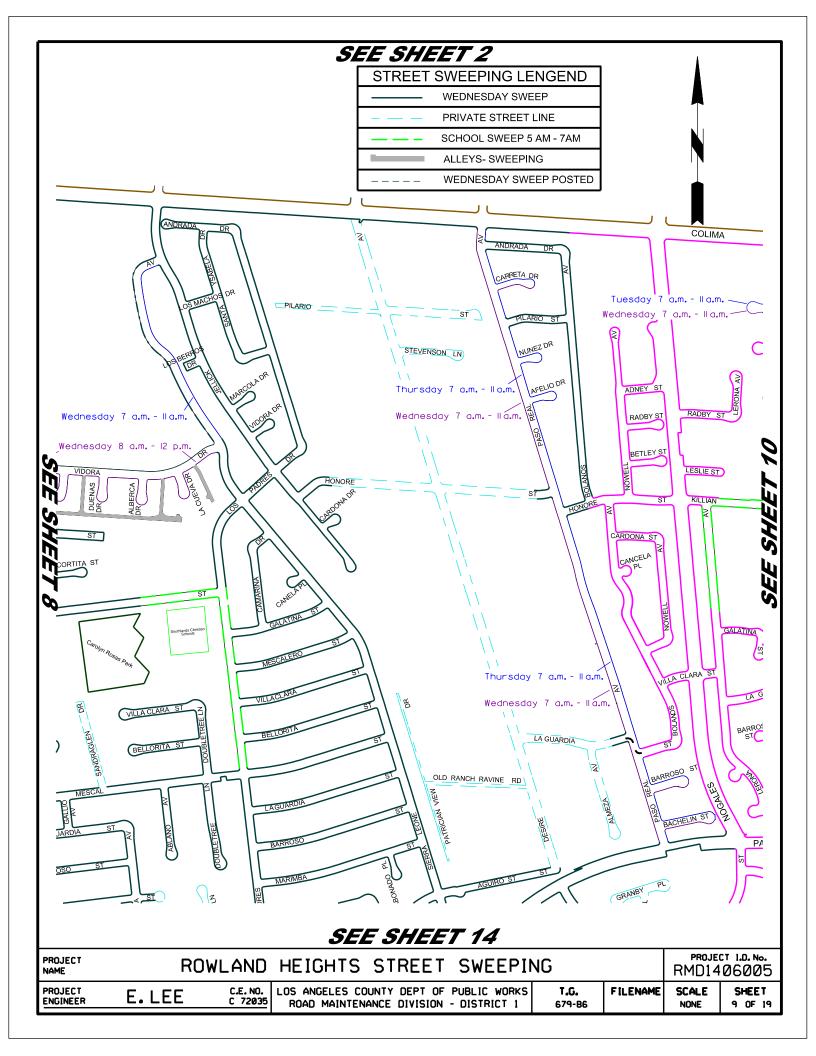


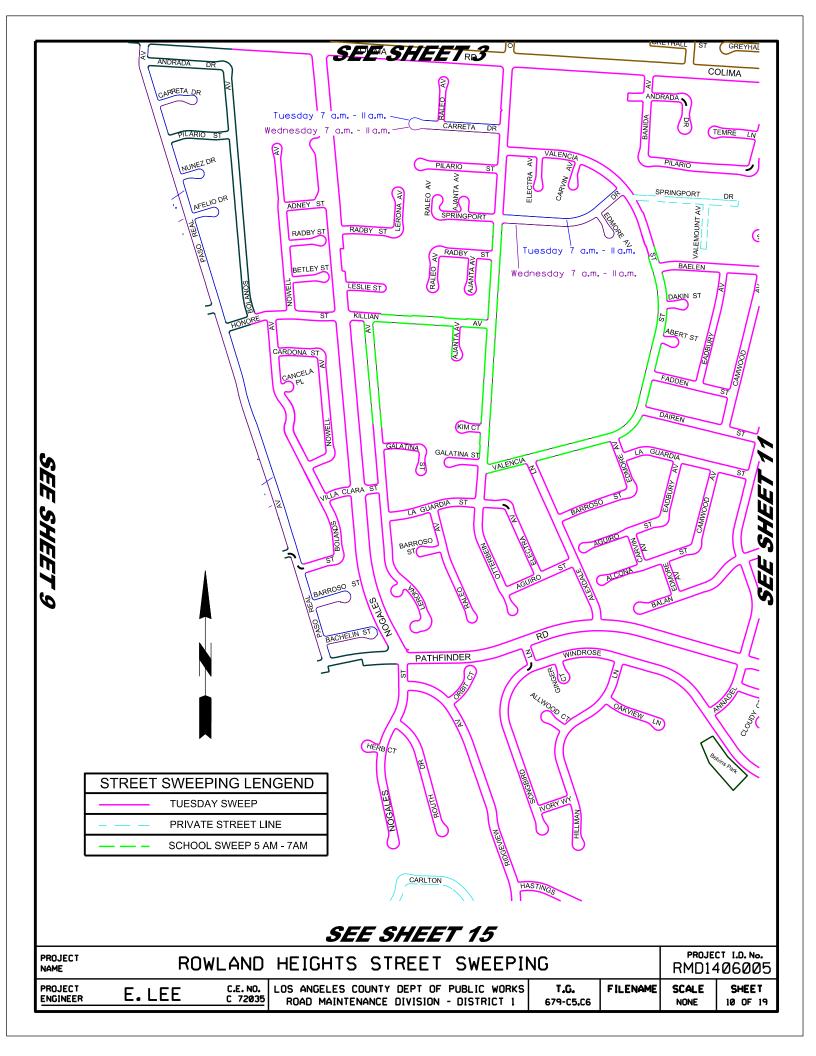


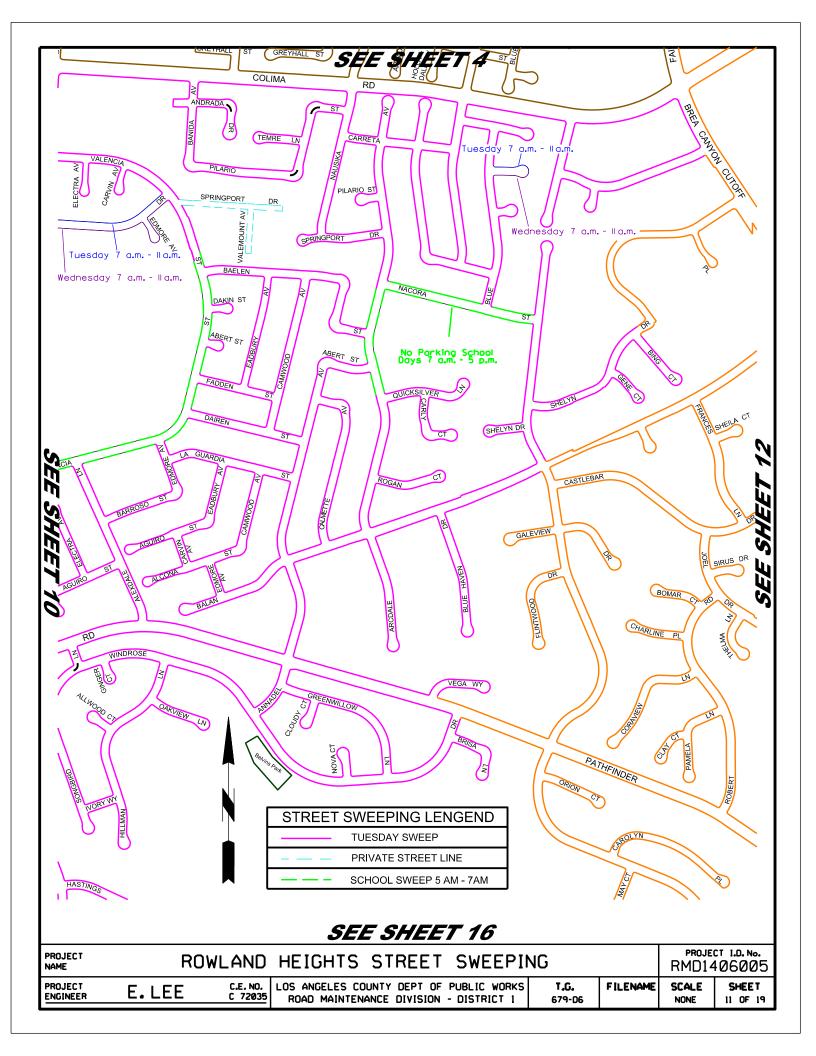


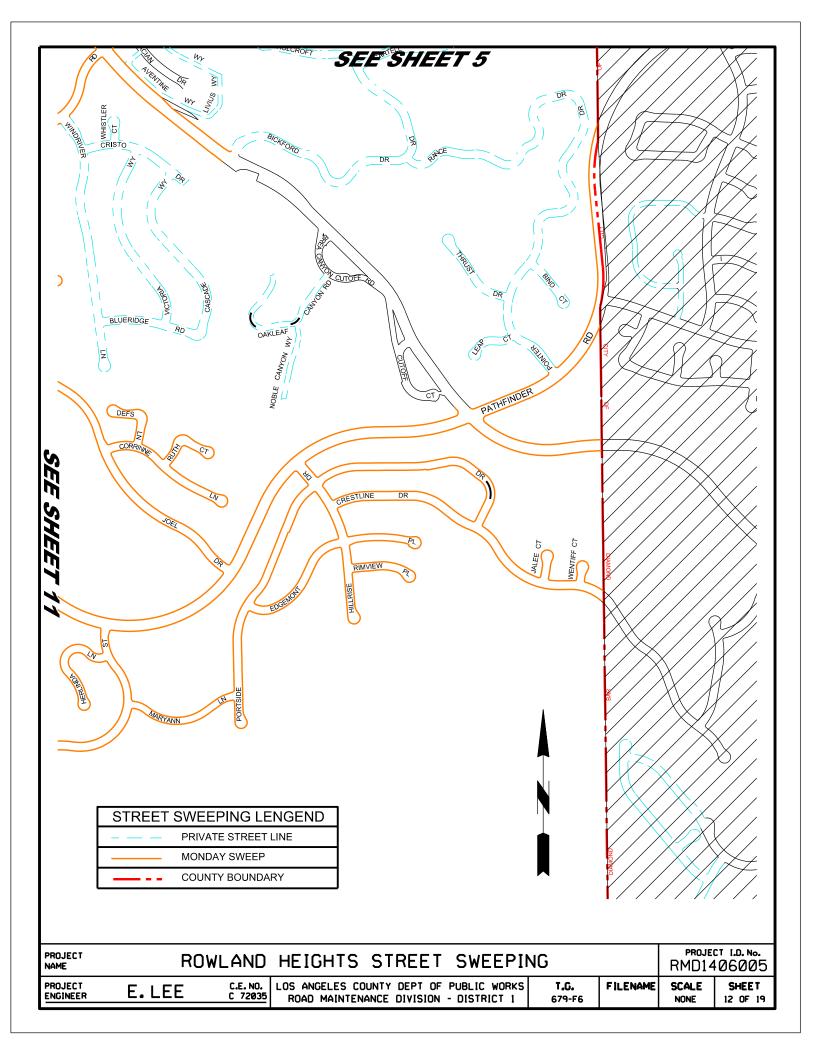


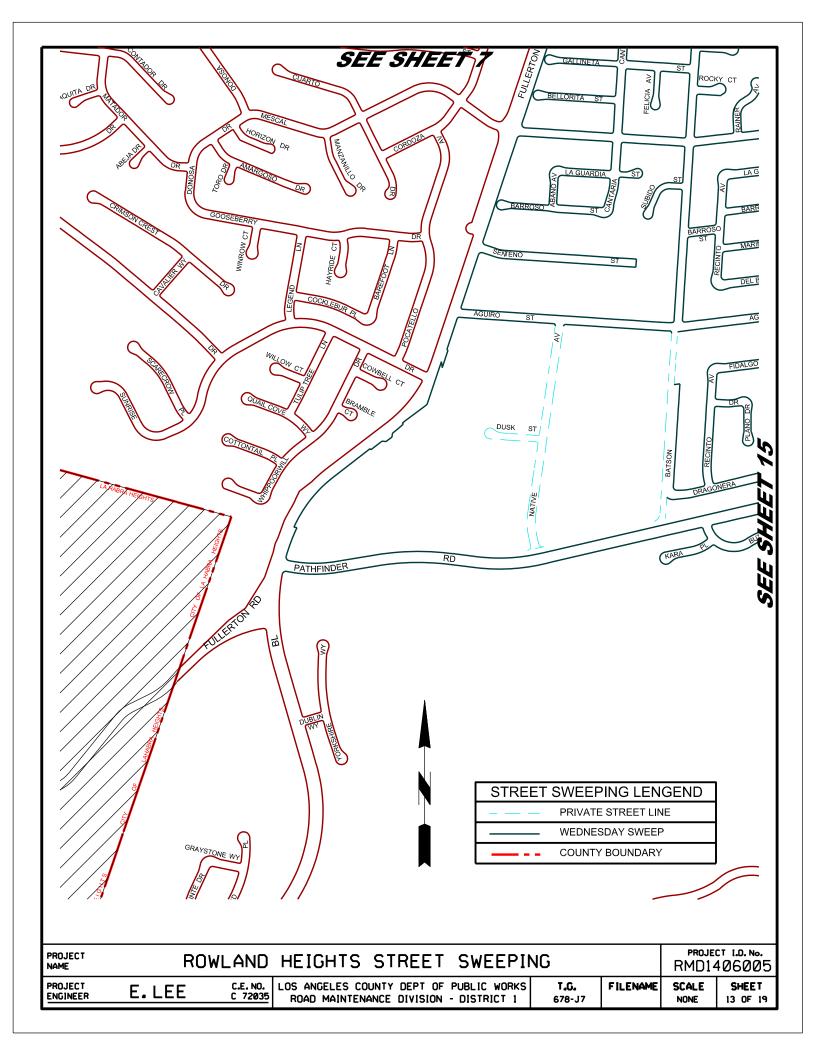


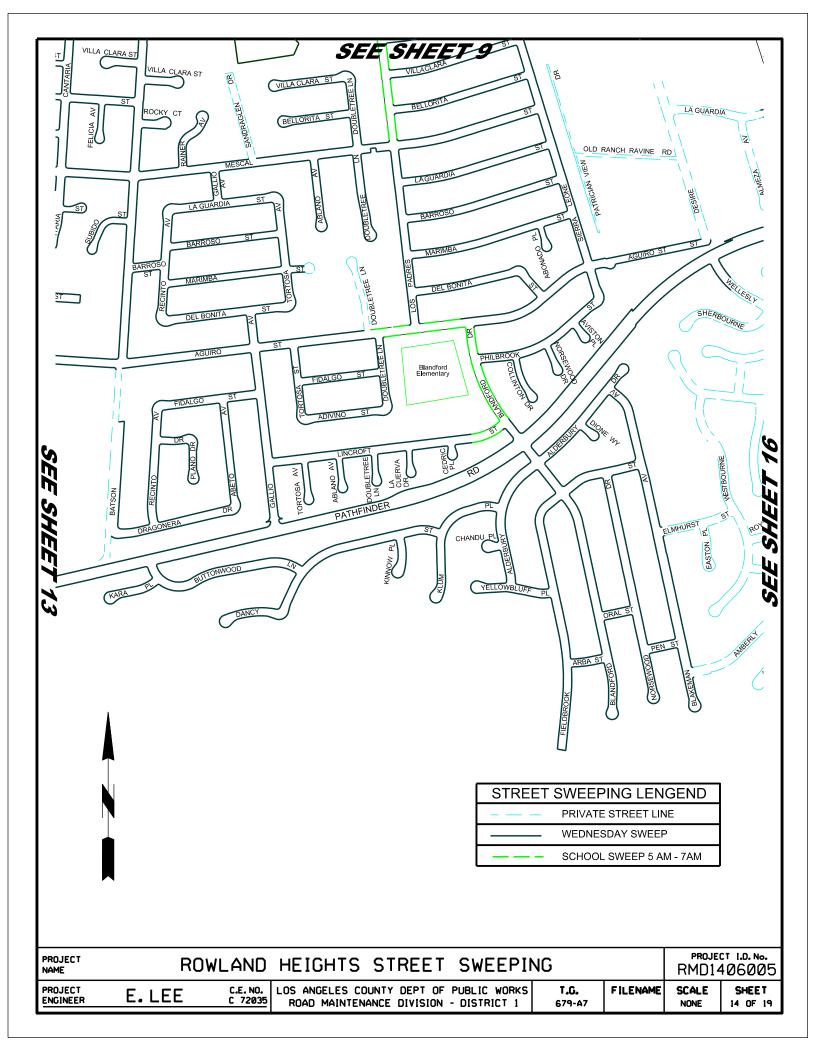


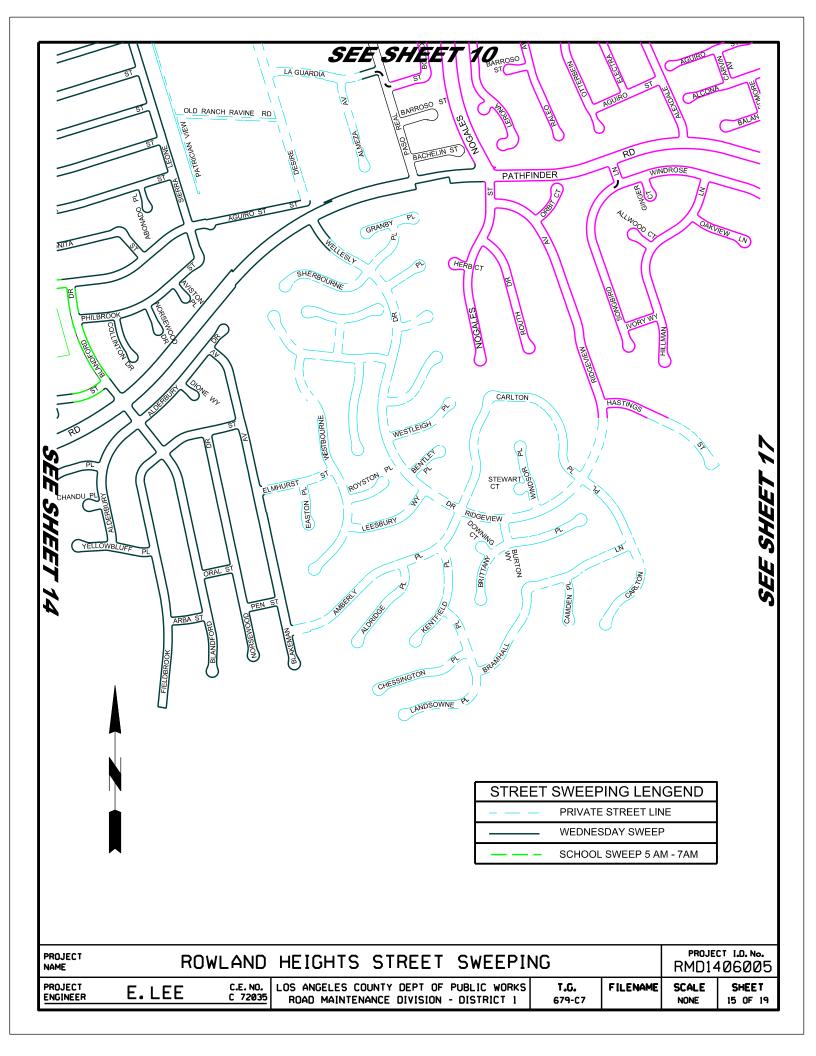


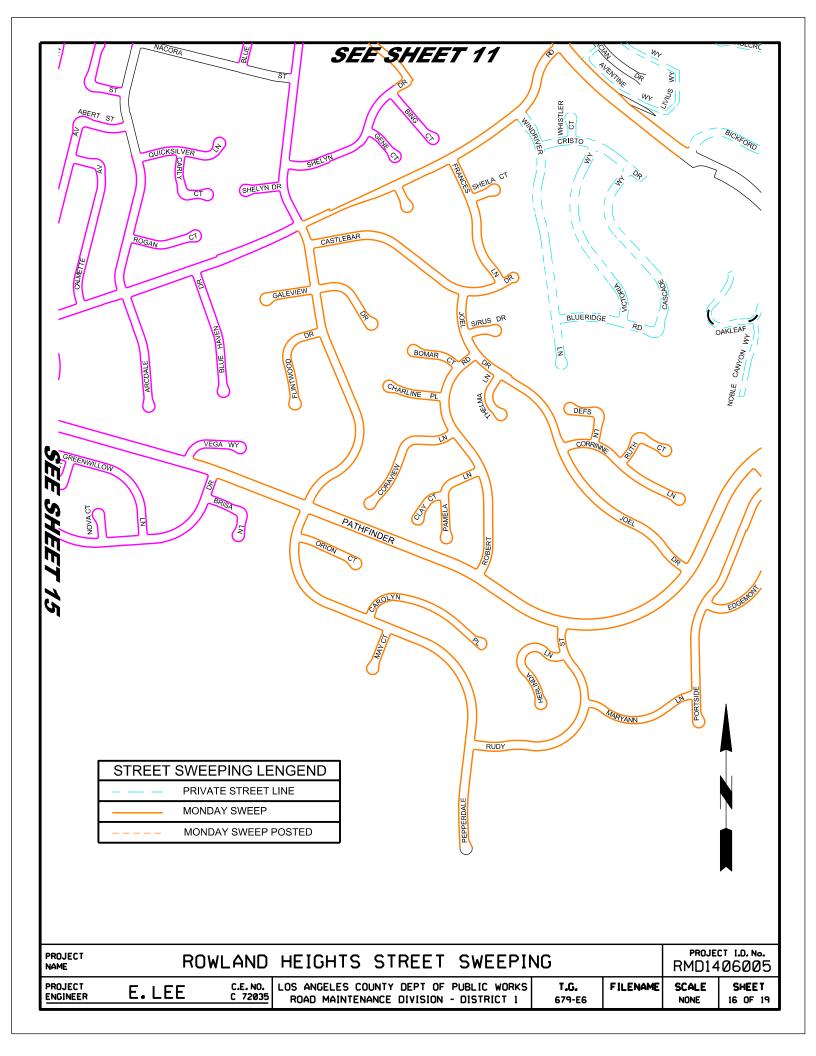


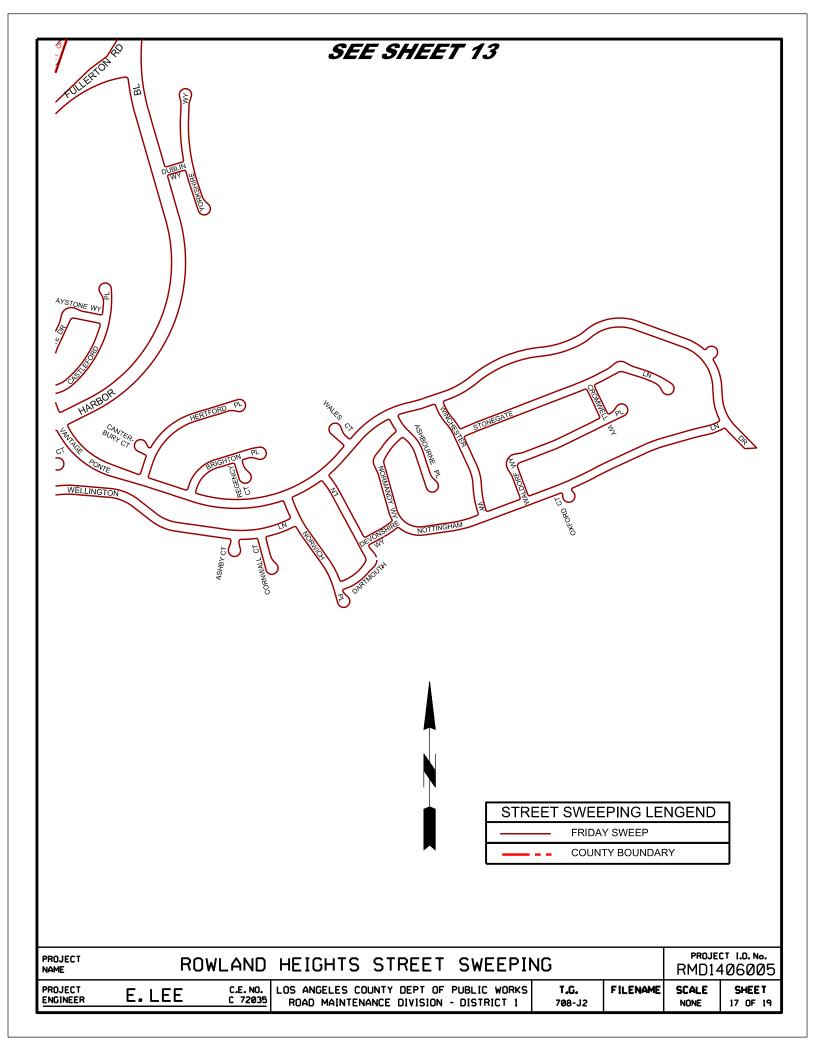












ALLEYS (TO BE SWEPT EVERY WEEK)

ALLEY LOCATION	<u>LIMITS</u>	CURB MILES
Alley E/o Alberca Drive	Vidora Drive to Alley S/o Vidora Drive	0.05
Alley E/o Batson Avenue	Vidora Drive to Alley S/o Vidora Drive	0.06
Alley E/o Fullerton Road	Alley S/o Colima Road to Camino Bello	80.0
Alley E/o La Cueva Drive	Vidora Drive to S/o Vidora Drive	0.05
Alley Elo Vivero Drive	Vidora Drive to Alley S/o Vidora Drive	0.05
Alley N/o Camino Bello	Larkvane Road to Alley W/o Fullerton Road	0.16
Alley N/o Camino Viejo	Camino Bello to Alley W/o Batson Avenue	0.04
Alley N/o Crosshaven Drive	Larkvane Road to E/o Larkvane Road	0.03
Alley N/o Desidia Street	Desidia Street West to Desidia Street East	0.12
Alley N/o Rio Seco Drive	Jellick Avenue to E/o Jellick Avenue	0.13
Alley N/o Via Amorosa	Larkvane Road to E/o Larkvane Road	0.10
Alley N/o Via Calma	Larkvane Road to E/o Larkvane Road	0.12
Alley N/o Via Dicha	Larkvane Road to E/o Larkvane Road	0.06
Alley S/o Camino Bello	Camino Bello to S/o Camino Bello	0.14
Alley S/o Colima Road	Alley E/o Fullerton Road to Batson Avenue	0.09
Alley S/o Desidia Avenue	Desidia Street West to Desidia Street East	0.17
Alley S/o Rio Seco Drive	Jellick Avenue to Rio Seco Drive	0.13
Alley S/o Vidora Drive	Alley E/o Baston Avenue to Alley E/o Alberca Drive	0.20
Alley W/o Batson Avenue	Camino Bello to Camino Viejo	0.13
Alley W/o Fullerton Road	Alley N/o Camino Bello to Camino Bello	0.03

TOTAL PAVED ALLEY MILES: 1.94

PROJECT NAME	ROV	ROWLAND HEIGHTS STREET SWEEPING							PROJECT I.D. No. RMD1406005	
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNT			T.G. NONE	FILENAME	SCALE NONE	SHEET 18 OF 19	

CURB STREET NAME	<u>LIMITS</u>	SIDE	MILES
Brea Canyon Road	S/o Orange Freeway	B/S	0.89
Brea Canyon Cutoff Road	Colima Road to S/o Colima Road	B/S	0.39
Colima Road	City of Industry Line to E/o Brea Canyon Cutoff Road	B/S	1.51
Fairway Drive	Howell Road to U.P.R.R.	B/S	0.11
Fairway Drive	Walnut Drive to Colima Road	B/S	0.92
Harbor Boulevard	Pathfinder Road to Orange County Line	B/S	1.69
Hillrise Drive	Pathfinder Road to S/o Pathfinder Road	B/S	0.05
Lake Canyon Road	At Colima Road	B/S	0.02
Nogales Street	S/o Colima Road to Pomona Freeway	B/S	0.60
Nogales Street	330' N/o San Jose Ave to San Jose Ave	B/S	0.14
Nogales Street	200' S/o San Jose Ave to N/o R.R.	B/S	<u>0.16</u>
	TOTAL CURB MILES:		6.48

SUMMARY OF CURB MILES

TOTAL CURB MILES: 198.00

TYPE	CURB MILES
Streets and Highways	189.58
Raised Curbed Medians	6.48
Paved Alleys	<u>1.94</u>

PROJECT NAME	ROW	LAND	HEIGHTS STF	REET SWE	EPI	٧G		PROJECT I.D. No. RMD1406005	
PROJECT ENGINEER	E. LEE	C.E. NO. C 72035	LOS ANGELES COUNTY D ROAD MAINTENANCE D			T.G. NONE	FILENAME	SCALE NONE	SHEET 19 OF 19