

# AS-NEEDED HAUL TRUCK PROGRAM

## StreetsLA's Standard Provisions for Offer of Work

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**March 2020**

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## 1. OFFER OF WORK - STANDARD PROVISIONS

### 1.1 Definitions

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

- a) **“Board of Public Works”** means it is the City’s only fulltime, policy making board.
- b) **“Bureau of Street Services” (StreetsLA)** means it is the department that provides roadway maintenance, improvement, resurfacing and construction of streets in the City of Los Angeles.
- c) **“Calendar Day”** means each day beginning at 00:01 Hours and ending 24 hours later at 24:00 Hours (Military Time).
- d) **“Commercial Vehicle Section”** means (CVS) the section of the StreetsLA, which is responsible for the construction, renovation, and operations of Public Works of City facilities and infrastructure.
- e) **“Commercial Vehicle”** means a motor vehicle designed, used, or maintained primarily for the transportation of property.
- f) **“City”** means the City of Los Angeles.
- g) **“Consortium Membership”** means a program with core instructional materials and training as approved by the State of California Board. Enrollment in a medical facility to fulfill the United States Department of Transportation (DOT) mandates requiring drug and alcohol testing of all holders of a Commercial Driver’s License.
- h) **“Department of Public Works”** means the department responsible for construction, renovation, and the operation public works of City facilities and infrastructure.
- i) **“Offer of Work”** means an agreement between Owner-Operator and the City of Los Angeles, Department of Public Works, StreetsLA.



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- j) **“Owner-Operator”** means it is an Independent Contractor who owns a commercial vehicle in the As-Needed Haul Truck Program.
- k) **“Permits”** means all federal, state, and local permits required for the proper completion of all Terms and Conditions of the Offer of Work.
- l) **“Privately Owned”** means the sole ownership of the offered truck by the Owner-Operator which does not include co-ownership, partnership(s), company(ies), or automotive leasing institutions.
- m) **“Program Coordinator”** means the person who is responsible for monitoring, managing, overseeing, enforcing, and administrating the terms of Offers of Work, program requirements, contract updates, policy changes, contract renewals, and new applications.
- n) **“Substitute Driver”** means a relief driver who is an employee of the Owner-Operator who drives the commercial vehicle on behalf of the Owner-Operator. The Substitute Driver is not an employee of the City. The Owner-Operator may only utilize one relief driver.

**1.2 Visits to the StreetsLA Offices**

Walk-in visits for appointments on demand at the StreetsLA offices will not be honored. Owner-Operators with concerns are to call in advance for an appointment to meet with a Superintendent, a Supervisor, or the Program Coordinator. Owner-Operators' visits to the StreetsLA office is merely to turn in insurance documents or to submit paperwork for the approval of Substitute Drivers. It is only during the Offer of Work Renewal Period that unannounced visits from Owner-Operators are permitted.

(1) All insurance documents may be mailed-in or hand-delivered to:

Board of Public Works  
Insurance Section  
Room 355 City Hall  
200 North Spring Street  
Los Angeles, California 90012



- (2) Report to the StreetsLA Commercial Vehicle Section for all physical inspection of vehicles and equipment:

StreetsLA  
Commercial Vehicle Section  
12225 Sherman Way  
North Hollywood, California 91605  
(818) 756-8475

- (3) Paperwork for Substitute Drivers can be mailed to the Program Coordinator at the following location.

StreetsLA  
Contract Services Section  
As-Needed, Haul Truck Program  
Attn: Program Coordinator  
1149 S. Broadway Street, Ste. 400  
Los Angeles, California 90015

**1.3 Responsibilities of and Tasks to Be Performed by Owner-Operator**

Owner-Operator agrees to abide by the policy of “**privately owned,**” in relation to the truck he/she provides for service during the entire period of this Offer of Work. Sole ownership shall be demonstrated by Certificates of Ownership and the Department of Motor Vehicle (DMV) registration.

Owner-Operator must be the registered owner of the vehicle and the vehicle registration must be kept current and provided to show proof of ownership.

Owner-Operator, as directed by the City, will furnish his/her own truck for the transporting of various materials from place to place.

Owner-Operators and/or Substitute Drivers shall perform all activities in connection with their responsibilities under this Offer of Work in accordance with all applicable laws, rules, regulations and permit requirements of the federal, state, and local governments and their subordinate agencies.



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Owner-Operator's truck will be available as needed by the City. Upon notification of such need made by the City, Owner-Operators shall accept assignments with any unit in any location as determined by the StreetsLA.

Owner-Operator shall be required to have the following identification displayed on their truck with no other designations (a) Owner's Name, (b) Truck Number (same as Offer of Work number), (c) Tare Weight, (d) DMV's "CA" Number (Posted on truck door).

Owner-Operators and/or Substitute Drivers shall comply with lawful regulations and inspections as required by the California Vehicle Code (CVC) and procedures required by the StreetsLA.

Owner-Operators and/or Substitute Drivers shall be responsible for operating its equipment including positioning the equipment under the silo, verifying the tonnage loaded and complying with the loading procedures established by the City of Los Angeles. Owner-Operators and/or their Substitute Driver shall also ensure the truck does not exceed the maximum legal weight limit by unloading excess materials. Owner-Operators and/or their Substitute Driver are solely responsible for overloading.

Owner-Operators and/or Substitute Drivers shall be responsible for determining total tonnage of material loaded onto his/her truck through the use of official weigh tickets from the asphalt plants. The Owner/Substitute Driver shall utilize the City's Weigh Station to obtain official weight tickets. The City's Weigh Station is provided only for convenience. Should the City's Weigh Station become non-operational, the Owner-Operator shall be required to obtain weight tickets from an independent certified weigh station (at Owner-Operator's expense) and no additional charge shall be assessed to the City.

Owner-Operator agrees that the site(s), equipment, reports, Substitute Driver and record keeping documentation used by him/her for the performance of this Offer of Work are subject to immediate verification by City personnel or its agents at any time without prior notice. Said observations shall be for the purpose of insuring compliance with the terms of this Offer of Work and all applicable laws, rules and regulations. Failure to comply will result in immediate removal from service.

Trucks shall be observed periodically by the StreetsLA to verify compliance with federal, state, and local laws, rules and regulations. The City's certification of the



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truck shall be for one (1) year or as otherwise determined by the City. However, certification can be revoked at any time should a truck not meet the City's requirements. Trucks without certification will not be allowed to haul materials for the City's As-Needed Haul Truck Program.

Owner-Operator shall comply with the California Highway Patrol (CHP) Basic Inspection of Terminals (BIT) Program. Compliance with the CHP BIT Program shall be verified annually with each renewal or new Offer of Work.

By signing this Offer of Work, Owner-Operator pledges to comply with all applicable federal, state and local laws in the performance of this Offer of Work, including but not limited to, laws regarding health and safety, labor and employment, and permit and licensing laws. Failure to comply will result in removal from service.

Owner-Operator shall maintain a valid Motor Carrier Permit issued by the California Department of Motor Vehicles in conjunction with the California Highway Patrol, which includes a California Trucking Number (CA number) for all work to be performed under this Offer of Work at all times. The CA number must be visible on the vehicle.

Owner-Operator shall supply all necessary materials and equipment, including but not limited to, electronic communication, email address, fax number and cell phone number, in order to provide the requested services. City personnel and equipment will not be available for these services.

Owner-Operator shall furnish appropriate truck and operator and/or Substitute Driver to accomplish the required services.

Owner-Operator shall immediately notify the City by writing the Program Coordinator of any changes in the Owner-Operator's insurance coverage, permit(s), and license(s). Immediately means as soon as practically possible but not longer than 8 hours after the Owner Operator knows or with diligent inquiry would have known. Failure to comply may result in discontinued service from the program.

Owner-Operators and/or Substitute Drivers shall be responsible for utilizing their own protective clothing and equipment as required by Cal/OSHA and/or other regulatory agencies while working under this Offer of Work. The City shall periodically inspect if Owner-Operators and/or Substitute Drivers are compliant





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to Cal/OSHA and other regulatory agencies. By the signing of the Offer of Work, the Owner-Operator agrees to comply with Cal/OSHA and other regulatory agencies.

Owner-Operator shall be responsible for verifying that Substitute Drivers comply with this Offer of Work's licensing, medical certification, and State drug program requirements. Such documents shall be available for City's inspection or supplied to City prior to the inspection.

Any interruption of registration, such as a lapse in insurance or renewal of the Motor Carrier Permit, the California Highway Patrol Biennial Inspection Terminal Program (BIT) or 90-Day Inspection will cause the City to disallow the truck to work at any City jobsite.

Owner-Operator must keep a current copy of his/her Automobile Liability and Workers' Compensation Insurance readily available. The Owner-Operator shall be responsible for providing and maintaining truck, Substitute Driver, and any other necessary personnel and equipment required for the transportation of aggregate materials and/or bulky items.

Owner-Operator shall be responsible for providing all pertinent training to their Substitute Driver contained within this Offer of Work.

Owner-Operators and Substitute Drivers shall comply with the following:

1. Furnish a Daily Log to City.
2. Maintain the appropriate Commercial Driver's License and provide a copy to the City.
3. Provide DMV Driver Print-out (within five (5) days of request).
4. Furnish original copy of a Negative Drug Test and Alcohol Test (within five (5) days of submission).
5. Maintain a valid medical card at all times while under this Offer of Work.
6. Be enrolled in the Random Drug/Alcohol Consortium Program (Identification/Certificate required).



7. Stay inside the truck cab while loading and/or unloading.

**1.4 Responsibilities of City**

1. Furnish locations for the required services.
2. Determine the need for and provide jobsite inspection.
3. Request work on an as-needed, occasional, or emergency basis. However, there is no guarantee that services will be requested at any time during the term of the Offer of Work.
4. Program Coordinator shall verify that Owner-Operator and/or Substitute Driver are in compliance with this Offer of Work's licensing, medical certification, and State drug program requirements. Such documents shall be available for City's inspection or supplied to City immediately upon request. Any interruption of registration, such as a lapse in insurance or renewal of the Motor Carrier Permit, BIT Inspection, or 90-Day Inspection will cause the City to disallow the truck to work at any City's jobsite.
5. The City representative in charge of the job will sign the daily log certifying the time worked for billing purposes. All questions concerning actual worked hours are to be resolved at that time.

The City shall enroll Owner-Operator and/or Substitute Driver in the State of California Employers Pull Notice Program to monitor their driving status.

**1.5 Request for Work**

Selection for as-needed hauling will be based on the Owner-Operator's established availability. The City will offer work to Owner-Operators on a rotating basis. It shall be the Owner-Operator's responsibility to notify City of their availability.

The following conditions shall apply:

1. Owner-Operator of a three or four-axle truck must have a minimum 15 ton legal load limit. The body of the truck shall be capable of being increased by the use of sideboards when required by City. Should City request sideboards then they shall be furnished by Owner-Operator as regular equipment.



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2. Three or four axle trucks shall have double acting tail gates to permit dumping high loads of bulky material without gate interference. The truck shall have a spreading apron for dumping asphalt paving material.
3. Owner-Operator of a five-axle semi-tractor/trailer truck must have a minimum legal load capacity of 20.7 tons. Height of tractor/trailer shall not exceed eleven (11) feet.
4. Owner-Operator's truck shall have an installed operational tachographs and electrical/automatic tarping systems and shall have all equipment required by the regulations of the Department of Motor Vehicles, the State Highway Patrol, the State of California and the ordinances, laws and regulations of the City.
5. Owner-Operator shall maintain the vehicle in good mechanical condition, comply with all vehicle code regulations, and meet all inspection standards and requirements of the California Vehicle Code.
6. City shall determine compliance of Owner-Operators truck at time of initial observation. Initial verification of compliance of Owner-Operator's truck does not substitute for the State required 90-Day Vehicle Safety Inspection or the California Highway Patrol BIT inspection.
7. If Owner-Operators and/or Substitute Drivers report to a City jobsite and it is determined that the truck is not needed, City will pay show-up time (Refer to specific rate sheet).
8. All trucks at City jobsites shall have underbody type power operated hoist, adequate to effectively operate the truck body at full capacity, speedometer, odometer, and back-up warning devices in operational order.

**1.6 Nondiscrimination/Equal Employment Opportunity/Affirmative Action**

OWNER-OPERATORS are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of the Los Angeles Administrative Code Section 10.8.3, Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment



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Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the Contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of the Los Angeles Administration Code Section 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the Contractor.

Furthermore, Contractors shall include similar provisions in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations. The Contract with the SubContractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Owner-Operators seeking additional information regarding the requirements of the City’s Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration’s web site at <http://bca.laCity.org>.

**1.7 Traffic Accidents**

Owner-Operators and/or Substitute Drivers involved in any accident while providing services under this Offer of Work, whether at fault or not, are required to: 1) Obey all California State Motor Vehicle Regulations pertaining to accident involvement; 2) Notify the Commercial Vehicle Section within twenty-four (24) hours of the accident. The vehicle will be removed from the call list until an accident investigation is completed and reviewed by the City management. There is no guarantee of reinstatement on the program once the investigation is complete. Reinstatement is at the sole discretion of the City.

**1.8 Business Tax Registration Exemption**

Owner-Operators fall under the provisions of the Los Angeles Municipal Code, Section 21.195, and “Trucking-Hauling Exemptions.” Owner-Operators must obtain an Exempt BTR Number. It is issued only once upon acceptance of the first offer of work and is recorded permanently until the cancellation of the Offer of Work.



**1.9 Pay Rates and Manner of Compensation**

Owner-Operators and/or Substitute Drivers shall be compensated for each acceptance order in accordance with the Haul Rates Schedule established by and approved by the Board of Public Works (Refer to specific haul rate sheet). Compensation for services will occur once every two weeks. The Owner-Operator agrees to abide by the procedures provided and explained in their specific haul rate sheet of this Offer of Work.

Any changes in the compensative Ton-Mile Haul Rate or Hourly Rate will be approved by the Board of Public Works and sent to the Owner-Operators.

**1.10 Prevailing Wage**

Owner-Operators shall pay applicable prevailing wage rates to any employee, including but not limited to, Substitute Drivers, agent, and subcontractors. To the extent that any of the services to be provided under this Offer of Work are deemed to be subject to prevailing wages by the Director of the Department of Industrial Relations of the State of California (DIR), the applicable prevailing wage rates apply and the Owner-Operator is required to pay them. The current applicable prevailing wage rates, as adopted by the Director of DIR, are incorporated herein by reference and may be accessed at (<http://www.dir.ca.gov>). The Owner-Operator is required to pay the prevailing wage rate and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Owner-Operator's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California), the Owner-Operator shall forfeit (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Offer of Work.

**1.11 Amendments, Changes or Modification**

The City, at any time by written notice to the Owner-Operator, may make changes which are consistent with and within the general scope of this Offer of Work or, by written amendment, may request the Owner-Operator to perform services not otherwise outlined herein.

Should the City change or modify any related aspect of the As-Needed, Haul Truck Program during this Offer of Work, Owner-Operator shall be immediately notified thereof by the City in writing, and upon such notification, Owner-Operator shall promptly comply with such change or modification.



**1.12 Truck Maintenance**

The operation, transportation, maintenance and BIT Inspection required by the CVC are the sole responsibility of the Owner-Operator and at no time shall the City be responsible for any expense. In addition, the acquisition and maintenance of truck equipment required by the Agreement is the sole responsibility of the Owner-Operator and at no time shall the City be responsible for any expense. Required equipment and features include but are not limited to: electrical/automatic tarping systems, back-up warning devices, tachometers, and cellular telephones must be in good operating condition at all times.

Owner-Operators and/or Substitute Drivers shall maintain their truck to ensure their proper working condition. This includes but is not limited to; trench gate, spreading chains, hoist, tires, brakes, back-up alarm lights, mirror, spread apron, tachograph, sideboards, legible numbers and the external appearance of the truck.

**1.13 Truck Inspection**

StreetsLA shall verify, as necessary, the validity of the motor vehicle operator's license and the license plate of the truck or tractor/trailer. In addition, StreetsLA shall observe the vehicle for required equipment needed to operate in the As-Needed, Haul Truck Program.

Owner-Operator's truck shall have the California Highway Patrol's BIT inspection report showing a satisfactory rating. In addition, your truck must undergo a 90-day inspection cycle pursuant to Title 13 of the CVC.

Inspections of the Owner-Operator's truck at the Commercial Vehicle Section Office are merely checkpoints to ensure that the required equipment for hauling and dumping in this program are presently on the truck and are in good condition.

**1.14 Truck Weight**

Owner-Operator's truck shall meet the CVC to carry the legal load requirement. The minimum legal load capacity requirements are listed on the Caltrans Website.

**10 /12 - Wheel = 15 Tons      Low Side = 20.7 Tons      High Side = 20.7 Tons**



For more detail on Truck Weight limits, go to the link below:  
<https://dot.ca.gov/programs/traffic-operations/legal-truck-access/weight-limitation>

A current truck weight verification from the Commercial Vehicle Section is required when: (1) beginning or renewing an Offer of Work, (2) replacing a truck or tractor/trailer, (3) returning a truck after repairs or alterations, and (4) City personnel requests a weight certificate.

### **1.15 Insurance Requirements**

#### Automobile Liability Insurance

Owner-Operator agrees to insure against liability for death or injury to persons, property or land arising from the Owner-Operator's operation conducted on City property or elsewhere, pursuant to this Offer of Work. Owner-Operator shall obtain and keep in force during the term of this Offer of Work, at its sole expense, liability insurance in which the City of Los Angeles is named as an additional insured covering all activities undertaken pursuant hereto. The policy or policies shall insure against all claims arising out of or in connection with such transportation, operation, and/or all other activities conducted hereunder.

The Coverage shall provide the following minimum limits:

Automobile Liability

Combined Single Limit \$1,000,000 each occurrence

All liability insurance policies shall bear an endorsement or shall have an attached rider whereby it is provided that, in the event of expiration, proposed cancellation or reduction in coverage of such policies for any reason whatsoever, the City shall be notified at least thirty (30) days (ten (10) days for non-payment of premium) before expiration, cancellation or reduction in coverage is effective. Coverage shall be by an insurer admitted in California which has at least an "A" Policy Holder's Rating and "X" Financial Size in accordance with the current *Best's Key Rating Guide*.

Owner-Operator shall provide the City with evidence of coverage in accordance with the Instructions for Submitting Proof of Insurance to the Board of Public Works (<http://www.laCity.org/bpw/>).

Such Policy shall further contain no deductible provision and shall contain conditions that the Board of Public Works shall be notified in writing of any



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cancellation of said insurance by registered mail not less than thirty (30) days prior to the date of such cancellation.

Indemnification

Except for the active negligence or willful misconduct of City, the Owner-Operator undertakes and agrees to defend, indemnify and hold harmless the City and any and all of its Boards, Officers, Agencies, Employees, Assigns and Successors in Interest from all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the Owner-Operator's employees and agents, or damage or destruction of any property of either party hereto or of their parties, arising in any manner by reason of the negligent acts, errors or omissions or willful misconduct of the Owner-Operator or his/her subcontractors of any tier.

Workers' Compensation Insurance

Before entering upon the performance of each acceptance of this Offer of Work and in the event said truck is not operated by the Owner-Operator thereof, but by an approved driver while under the terms of the Offer of Work, Owner-Operator agrees to take out, or cause to be taken out with a responsible insurance carrier, authorized under the laws of the State of California, adequate coverage under the Workers' Compensation Safety Act. Workers' Compensation insurance must cover full liability for compensation under said Act, with the endorsement of the **Waiver of Subrogation** for any person injured while performing any work labor incidental to the performance of each acceptance of this Offer of Work.

Endorsements of insurance specified above shall be received and approved by the City before the Owner-Operator can perform under this Offer of Work; and no payment can be made for services rendered unless approved endorsements covering the period are approved and on file. Such certificates of insurance shall be procured, filed and approved as required by Section 11.47 through Section 11.56 of the Los Angeles Administrative Code. If such work is to be accomplished in a manner so that it is not subject to said compensation laws, the Owner-Operator will execute and file with City, upon a form furnished by the City, a document establishing such.





**1.16 Force Majeure**

Notwithstanding any other provisions hereof, neither the Owner-Operator nor the City shall be held responsible or liable for failure to meet their respective obligations under this Offer of Work, if such failure shall be due to causes beyond Owner-Operator's or the City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of Federal Government, or any unit of state, or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not cause by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**1.17 Permits**

Owner-Operator and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for Owner-Operators performance hereunder and shall pay any fees required, therefore. Owner-Operator agrees to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**1.18 Assignment Details**

When Owner-Operators and/or Substitute Drivers are dispatched from one crew to another, he/she shall notify the Commercial Vehicle Section who gave the initial assignment. Upon notification, the City will sign the truck out for the time the truck worked for that crew. All daily logs must be properly dated, and the hours accurately recorded. City personnel overseeing the change shall initial any changes; otherwise, changes will not be accepted.

If Owner-Operators and/or Substitute Drivers choose to haul additional loads, he/she must first contact the Commercial Vehicle Section (before leaving the jobsite) to verify if his/her services are needed. Owner-Operators and/or Substitute Drivers shall not return to the Commercial Vehicle Section and/or jobsite without approval from dispatch. **Without such approval, Owner-Operators and/or Substitute Drivers are released for the day.**

**1.19 Drug/Alcohol Testing**

This Offer of Work causes Owner-Operators and/or Substitute Drivers to be subject to the 1991 U.S. Department of Transportation (DOT) "Omnibus



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Transportation Employee Testing Act, (Federal Motor Carrier Safety Regulations, Title 49 Code of Federal Regulations, Section 382) which mandates transportation organizations, unions and municipalities to establish drug and alcohol testing and education activities for all drivers who are required by law to hold a commercial driver's license. Owner-Operator understands further that under this Federal regulation, he/she must receive substance abuse training and/or counseling prior to employment and every year thereafter. Owner-Operator must also provide or make provisions for the same training for his/her Substitute Driver.

### **1.20 Substitute Driver**

Owner-Operators may utilize one Substitute Driver as their relief driver for the As-Needed Haul Truck Program. A copy of the driver's information must be kept in the truck at all times and made available to City immediately upon request. To designate an official Substitute Driver, the Owner-Operator must fill out forms and submit them to the As-Needed Haul Truck Program Coordinator. The file must include the following:

1. Substitute Driver Notification Form
2. Clear and readable copy of the intended Driver's negative drug and alcohol test dated the same day of submission
3. Copy of the intended driver's California Commercial Class "A" or "B" driver's license. ("Class A" **must** be obtained for 5-axle drivers)
4. DMV Driver print-out
5. Copy of intended driver's current medical card
6. Copy of driver's enrollment in Drug/Alcohol Consortium Program
7. Copy of Owner's Automobile Liability and Workers' Compensation Insurance

Owner-Operator must provide Workers Compensation insurance coverage with the **Waiver of Subrogation** for the Substitute Driver of the Owner's truck, protecting the City from responsibility arising from an accident or any other act which may be committed or omitted by the Owner or his/her Substitute Driver.



**Substitute Drivers are employees of the Owner-Operator.**

**1.21 Record Retention and Inspection/Audit Settlement**

Owner-Operator shall maintain accurate and complete records of its activities and operations relating to this Offer of Work. Owner-Operator shall also maintain accurate and complete records relating to his/her Offer of Work. Owner-Operator agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Offer of Work. All such material shall be kept and maintained by the Owner-Operator and shall be made available to City immediately upon request.

**1.22 Performance**

Owner-Operators and/or Substitute Drivers agree to perform all work of this Agreement per terms of the City. The City shall have the right to take appropriate action, including but not limited to; a) meeting with Owner to review the Terms of Agreement and resolve matters of concern; b) Canceling this Offer of Work as herein set forth.

Owner-Operators and/or Substitute Drivers agree that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

**1.23 Job-Site Safety**

Owner-Operators and/or Substitute Drivers shall be solely responsible for ensuring that all work performed under this Offer of Work is performed in compliance with all applicable Federal, State, and local occupational safety regulations. Owner-Operator shall provide at its expense all safeguards, safety devices, and protective equipment. Owner-Operators and/or Substitute Drivers are prohibited from donning protective equipment (hard hat, vest, etc.) with the City seal or wording related to the City of Los Angeles StreetsLA while working at a City jobsite.

**Facility Safety – Owner-Operators and/or Substitute Drivers are not to get out of their vehicles while being loaded or unloaded at the jobsite. There are no exceptions.**



**1.24 Tarpaulin Laws**

Loads composed entirely of asphalt or petroleum coke, which is covered with a chemical surfactant, are not required to be covered unless directed by a supervisor.

**1.25 Truck Classification Change and Vacancies**

Owner-Operators and/or Substitute Drivers are assigned to work only in that truck class for which their services have been requested. Owner-Operators may change truck classification only when there is a vacancy and this change must be authorized by the City. Any change in truck classification requires a new Offer of Work. No Owner-Operator in the Program may operate more than one truck at a time.

Owner-Operator may continue to use his/her current truck until the stated date for the switched truck to operate. That is, if truck 100, a 10-Wheel, is approved to switch to a High Side, then truck 100 Owner is still able to operate as a 10-Wheel until the date that his/her High Side truck begins work. Once his/her High Side begins work, his/her 10-Wheel is **no longer operating in the As-Needed, Haul Truck Program.**

**1.26 Overloading**

Owner-Operators and/or Substitute Drivers is solely responsible for the supervision of his/her load; therefore, he/she is also responsible for any overload of his/her truck and liable for any fines incurred as a result of the overload.

Department of Motor Vehicles California Commercial Driver Handbook, Section 3 which reads in part: "Whether or not you load and secure the cargo, you are responsible for inspecting the load and... recognition of overloads and poorly balanced loads and... you are responsible for making sure that the load is securely tied down and covered... and that the vehicle is not overloaded."

The City will compensate only for the legal limit per load. Owner-Operators and/or Substitute Drivers who haul more than the legal load do so at their own risk.

**OVERLOADING OF THE TRUCK IS STRICTLY PROHIBITED.**



**1.27 Death of Contractor**

The death of an Owner-Operator must be reported to the Program Coordinator immediately. Upon the death of the Owner-Operator, the Offer of Work is terminated.

**1.28 Cancellation of Offer of Work**

The City may cancel this Offer of Work at any time, with or without cause. Owner-Operator may cancel this Offer of Work in writing at any time.

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