



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

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

July 27, 2021

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

NOTICE OF REQUEST FOR PROPOSALS FOR ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES PROGRAM (BRC0000239)

PLEASE TAKE NOTICE that Public Works requests proposals for three On-Call Closed-Circuit Television (CCTV) Video Inspections and Industrial Vacuum Cleaning and Jetting Services (BRC0000239) Contracts. The Department of Public Works intends to award a contract for each of the following three areas: Stormwater Maintenance Division - West Area, Stormwater Maintenance Division - East Area, and Stormwater Maintenance Division - South Area. These contracts have 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 maximum total annual aggregate program amount of this service is estimated to be \$10,000,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov or Mr. Benjamin Sandoval at (626) 458-7334 or bsandoval@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Please Note: Public Works intends to award a contract to each area: Stormwater Maintenance Division - West Area, Stormwater Maintenance Division - East Area, and Stormwater Maintenance Division - South Area. Proposers are not obligated to submit proposals for all three areas. Proposals submitted for just one of the three areas will be accepted without bias. Proposers must clearly indicate on their submitted Form PW-21, Proposal Submission Form for which area(s) they are submitting a proposal(s). Qualifying proposals received for each respective area will be evaluated and awarded independently. The Minimum Mandatory Requirements listed below are per Area. Please refer to Exhibit J, Area Maps, for the respective location of each Maintenance Area within Los Angeles County.

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

"Do Business with Public Works" Website Registration

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

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

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

The assignment of work will be in accordance with Exhibit A, Scope of Work, Section G, Assignment of Work, on page A.3.

Subcontractors are not allowed for these services (Disregard all references to subcontractor.) Use of rental equipment with operator is allowed as described under Exhibit A, Scope of Work, Section K, Equipment.

Minimum Mandatory Requirements per Maintenance Area: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Identify a minimum of one onsite supervisor with a minimum of 3 years of experience performing work specified in Exhibit A, Scope of Work, for the entire contract terms.
2. Identify one representative with minimum of 3 years of experience performing the duties as identified in Exhibit A, Scope of Work, Section S, Project Safety Official, for the entire contract terms.
3. Identify one representative with minimum of 3 years of experience performing the duties as identified in Exhibit A, Scope of Work, Section T, Best Management Practices, for the entire contract terms.

4. Identify a minimum of two Confined Space Laborers who will be performing the requested work as identified in Exhibit A, Scope of Work.
5. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.
Pending registrations will not be accepted.

There will be no proposers' conference held for this solicitation. The deadline to submit written questions for a response is **Thursday, July 29, 2021, at 5:30 p.m.** Please direct your questions to Mr. Flores or Mr. Sandoval. **The deadline to submit proposals via BidExpress is Tuesday, August 24, 2021, at 5:30 p.m.**

IMPORTANT NOTICE

Due to the closure of Public Works Headquarters for non-County employees, submission of proposals **will only be accepted electronically**. **Submission of hard copy proposals will not be accepted.**

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposals

Proposals must be submitted electronically on www.bidexpress.com, a secure online bidding service website.

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

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files.

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

Follow us on Twitter:

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



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

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works



DANIEL J. LAFFERTY
Deputy Director



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Enc.

bc: Stormwater Maintenance (Sheridan w/o enc., Ghazarian)

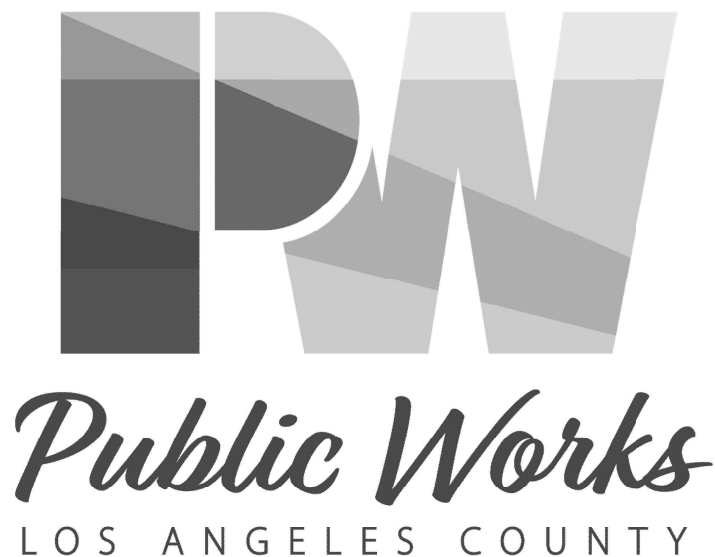
LOS ANGELES COUNTY

PUBLIC WORKS

REQUEST FOR PROPOSALS

FOR

**ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO
INSPECTIONS INDUSTRIAL VACUUM CLEANING AND
JETTING SERVICES PROGRAM (BRC0000239)**



Approved July 13, 2021
MARK PESTRELLA, PE
Director of Public Works

By: 
Deputy Director

ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND
INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES PROGRAM
(BRC0000239)

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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

There will be no proposers' conference held for this solicitation. Please refer to the notice of Request for Proposals for important deadlines.

B. Minimum Mandatory Requirements per Maintenance Area

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

1. Identify a minimum of one on-site supervisor with a minimum of three years of experience performing work specified in Exhibit A, Scope of Work, for the entire Contract terms.
2. Identify one representative with minimum of three years of experience performing the duties as identified in Exhibit A, Scope of Work, Section S, Project Safety Official, for the entire Contract terms.
3. Identify one representative with minimum of three years of experience performing the duties as identified in Exhibit A, Scope of Work, Section T, Best Management Practices, for the entire Contract terms.
4. Identify a minimum of two Confined Space Laborers who will be performing the requested work as identified in Exhibit A, Scope of Work.
5. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

Please note, Subcontractors are not allowed for these services (Disregard all references to subcontractor.) Use of rental equipment with operator is allowed as described under Exhibit A, Scope of Work, Section K, Equipment.

C. Contract Analysts

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

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

Attention Mr. Jairo Flores
E-Mail: jflores@pw.lacounty.gov
Telephone: (626) 458-4069

Or

Attention Mr. Benjamin Sandoval
E-Mail: bsandoval@pw.lacounty.gov
Telephone: (626) 458-7334

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

D. Child Support Compliance Program

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

E. County Rights and Responsibilities

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

by any representations otherwise made by any individual acting or purporting to act on its behalf.

F. Defaulted Property Tax and Reduction Program

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

G. GAIN and GROW Programs

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

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

H. Indemnification and Insurance

The successful Proposer will be required to comply with the indemnification provisions contained in Exhibit B, Section 5, Indemnification and Insurance Requirements. The Contractor will be required to procure, maintain, and provide

the County proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed Contract without interruption or break in coverage.

I. Injury and Illness Prevention Program

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

J. Interpretation of Request for Proposals

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

K. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than 5 days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

L. County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities. The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference programs to exceed 15 percent or \$150,000 in response to any County solicitation. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

1. Local Small Business Enterprise Preference Program

- a. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- b. To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- c. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
- d. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.pd.dgs.ca.gov/smbus/default>.

2. Social Enterprise Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
 - i. A business that qualifies as an SE and has been in operation for at least 1 year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - ii. A business certified by the DCBA as an SE.
- b. Certified SE may only request the preference if the certification has been completed and certification is affirmed. Businesses must

complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.

- c. Further information on SE also available on the DCBA's website at: <http://dcba.lacounty.gov>

3. Disabled Veteran Business Enterprise Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
 - i. A business which is certified by the State of California as a DVBE; or
 - ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
 - iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- b. The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies above.
- c. Certified DVBE may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
- d. Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.
- e. Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs website at: <http://www.vetbiz.gov>.

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

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

N. Prompt Payment Program

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

O. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fundraising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

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

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

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

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

P. Proposal Requirements and Contract Specifications

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

Q. Security and Background Investigations

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

R. Vendor Registration

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

S. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than 10 days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

T. Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business Enterprise Utilization

When requested by the County, the Contractor shall provide a copy of their invoice, which includes expenditure information for subcontractors utilized for Contract work which provides information requested by the County, including but not limited to: subcontractor name, business address, telephone number, email address, each subcontractor's Local Small Business Enterprise (SBE) status, Social Enterprise (SE) status, and/or Disabled Veterans Business Enterprise (DVBE) status, as applicable, and the actual monetary amount of the Contract work the subcontractor has performed.

This information shall be transmitted to the County via methods specified by the County, which may include electronic submission by one of the following methods: utilizing electronic live (or dynamic) data, utilizing a County-designated third party software system, utilizing a County approved website, or utilizing other means approved by the County. The County may request subcontractor confirmation of receipt of payment.

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

If in the judgment of the Director of Public Works, or his designee, the Contractor is deemed to be in noncompliance with these terms and obligations, the Director or his designee, at his option, in addition to, or in lieu of, other remedies provided in the Contract, may deduct and withhold liquidated damages from County's payment to the Contractor.

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

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

Contractors are required to complete Form PW-17, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.OO, Compliance with County's Zero Tolerance Human Trafficking

Policy. Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

V. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

W. Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History Section 12952.

Contractors are required to complete Form PW-18, Compliance with Fair Chance Employment Hiring Practices Certification, certifying that they are in full compliance with Section 12952, as indicated in Section 2.RR, Compliance with Fair Chance Employment Practices, of Exhibit B. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

X. Community Business Enterprise Participation

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All Proposers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation. Suggested criteria include, but are not limited to, the following:

1. Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
2. Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
3. Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
4. Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of proposals.
5. Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
6. Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.
7. Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Consumer and

Business Affairs (dcba.lacounty.gov or (323) 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: CBESBE@dcba.lacounty.gov. For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: dcba.lacounty.gov.

8. Proposer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
9. Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
10. Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
11. Proposer commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. County shall be notified of any future additions in CBE participation.
12. Proposer is a certified CBE.
13. The Proposer's CBE participation shall be reflected in the CBE Form.
14. Public Works will answer questions from Proposers regarding CBE participation.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

Y. Prevailing Wage

The Contractor and Subcontractors, if any, shall not be qualified to bid on, be listed in a bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any Contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to

perform public work pursuant to Section 1725.5 at the time the Contract is awarded.

The County shall not accept any Proposal nor award any Contract to perform work without proof of the Proposer and Subcontractor's current DIR registration. A copy of the confirmed registration from the DIR must be attached to the Proposal. Proposals submitted by an unregistered Contractor shall be a basis for considering the Proposal nonresponsive with limited exceptions from this requirement for bid purposes only under applicable Labor Law.

An inadvertent error in listing an unregistered Subcontractor pursuant to Labor Code Section 1725.5 in a bid Proposal shall be grounds for considering the bid nonresponsive, unless:

1. The Subcontractor is registered prior to the bid opening.
2. Within 24 hours after the bid opening, the Subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

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

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

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

1. Title page

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

2. Table of Contents

A comprehensive Table of Contents shall list all materials included in the Proposal.

3. Letter of Transmittal

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

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

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

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most

recent endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

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

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

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

6. Work Plan

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

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

The County may award higher points to the proposers that successfully demonstrated the following in their proposal:

- Procedures used in performing the work described in Exhibit A, Scope of Work.
- Contact information: fax, 24-hour voice mail, cell phone numbers, pagers, contact names, response time.
- Ability and methods to purchase materials, operate equipment, and provide labor within 24 hours after being notified by Public Works.

7. Quality Assurance Program

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

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

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

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

8. Equipment

For each Maintenance Area that a proposer is submitting a proposal, the Proposer shall submit an inventory of all operable equipment dedicated and/or designated as primary backup to be used to accomplish the work on Form PW-20, Statement of Equipment Form, and shall provide a detailed and comprehensive narrative, that describes how the Proposer's configuration and equipment are in compliance with Exhibit A, Scope of Work. The equipment may be subject to field inspection by Public Works.

Complete Form PW-20 for items B.1-6 listed in Form PW-2, Schedule of Prices, for each Maintenance Area that a proposer is submitting a proposal. For Items B.7-9 (B.7-10 for South Maintenance Area), list the equipment the Proposer possesses. If Proposer does not possess the equipment, indicate the method that will be used to obtain the necessary equipment as requested by Public Works within the allotted 24-48 hours.

9. Subcontractors

No Subcontracting is allowed for this service. **Subcontractors are not allowed for these services (Disregard all references to subcontractor.)** Use of rental equipment with operator is allowed as described under Exhibit A, Scope of Work, Section K, Equipment.

10. Licenses and Certifications

Proposer and/or its Subcontractor must have all required licenses, certifications, or endorsements required by Federal, State, and local regulations.

11. Insurance

Submit completed and signed Form PW-15, Proposer's Insurance Compliance Affirmation, acknowledging that the Proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals if awarded the Contract. In Form PW-15, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this Request for Proposals throughout the entire term of the proposed Contract, without interruption or break in coverage.

12. Forms List

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

PW-1 Verification of Proposal

PW-2 Schedule of Prices

PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request a Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst.)
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Compliance with the Minimum Requirements
PW-20	Statement of Equipment Form
PW-21	Proposal Submission Form

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

13. Additional Information

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

B. Proposal Submission

Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Proposals must be submitted electronically on www.bidexpress.com, a secure online bidding service website. To submit your proposals electronically, register with BidExpress, by the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files.

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

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals

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

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

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

B. Altering Solicitation Document

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

C. County Responsibility

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

D. Determination of Proposer Responsibility

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

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

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

E. Disqualification of Proposers

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

F. Gratuities

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

G. Knowledge of Work to be Done

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

H. Notice to Proposers Regarding the Public Records Act

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

I. Notice to Proposers Regarding the County Lobbyist Ordinance

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

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

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for

the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Proposer's Safety Record

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

N. Qualifications of Proposer

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

O. Qualifications of Subcontractors

No subcontracting is allowed for this service. Use of rental equipment with operator is allowed as described under Exhibit A, Scope of Work, Section K, Equipment.

P. Safely Surrendered Baby Law

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

Q. Term of Proposals

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

R. Truth and Accuracy of Representations

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

S. Wages, Materials, and Other Costs

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

T. Contractor Independence

A Proposer or its subsidiary or Subcontractor (Proposer), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer has provided advice or consultation for the solicitation. A Proposer is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

U. Conflict of Interest

Proposer shall comply with the provisions under County Ordinance 2.180. Failure to comply with this Paragraph may be considered a breach of contract.

Notwithstanding any other section of the Los Angeles County Code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist, which justify the approval of such contract:

1. Employees of the county or of the public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, and who:

- a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

V. Acceptance of Terms and Conditions

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

W. Contractors with Unresolved Disallowed Costs

If Proposer's/Bidder's compliance with a County contract has been reviewed by the A-C within the last 10 years, Proposer/Bidder must not have unresolved questioned costs identified by the A-C in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

SECTION 4

EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

A. Award of Contract

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

B. Final Contract Award by Board

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

C. Evaluation of Proposals

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

Proposer's experience, personnel, financial stability and resources, work plan, cost to perform requested services, and staffing plan.

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

D. Pass/Fail Review

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

1. Proposal was submitted electronically as described in Part I, Section 2.B, Proposal Submission, prior to the deadline for submission of the Proposal.
2. Proposal was time stamped by BidExpress prior to the deadline for submission of the Proposal. Any Proposal without a BidExpress time stamp verifying that the deadline for submission has been met will be rejected.
3. Proposer and Subcontractors, if any, has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed and signed Form PW-19.
4. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A
5. Proposer and Subcontractors, if any, have completed and signed all appropriate forms.
6. The County will not allow any Proposer's exceptions, additions, conditions, limitations, modifications or provisions to the RFP and Contract.

E. Evaluation Criteria

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

1. Proposed Price (65 points)

The proposed price should accurately reflect the Proposer'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, Request for County's Preference Programs Consideration and CBE Firm/Organization Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest price proposed will be calculated, which shall not exceed \$150,000, and that amount will be deducted from the prices submitted by all LSBE, DVBE, or SE Bidders who requested and were granted the LSBE, DVBE, or SE Preference. The LSBE, DVBE, or SE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

Subject to such adjustment(s), the lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of this evaluated item. Other proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

2. Performance History/References (5 points)

a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 5/3 points for each responding reference up to a total of 3 responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous 3 years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

b. Potential Deductions

In addition to the references provided, the review will include the Contractor Alert Reporting Database (CARD), if applicable,

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

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

3. Experience (10 points)

Proposers will be evaluated on the Experience submitted as part of Section 2.A.5 (Experience). The evaluators may give reduced scores to any Proposer that omits or fails to sufficiently address any of the items specified in Section 2.A.5 of this RFP. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the Proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, supervising employees, and Subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated Contract(s) reported on Form PW-13, Proposer's List of Terminated Contracts. The evaluators may consider the safety record of the Proposer and any Subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

4. Work Plan (15 points)

Proposers will be evaluated on the Work Plan submitted as part of Section 2.A.6 (Work Plan). The evaluators may give reduced scores to any

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

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

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

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

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. Failure of the Proposer to designate a qualified inspector that will be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category.

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

5. Equipment (5 points)

The evaluators may award up to maximum of 5 points based on their evaluation of the Proposer's equipment to meet or exceed all of the requirements set forth in Exhibit A, Scope of Work.

A review of the Proposer's equipment to be dedicated and/or designated as backup to perform the work, as listed on the Statement of Equipment

Form (Form PW-20), will be made. List vehicles separate from other equipment. Public Works reserves the right to conduct on-site inspections of equipment listed on this form.

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

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

a. Optional Interview/Clarification

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

b. Additional Criteria

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

F. Negotiation

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 1.C, Business Size Enterprise Category and Section 4.E, Evaluation Criteria. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a Proposal, as determined by the County.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

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

B. Department Level Reviews

Unless State or Federal statutes or regulations otherwise provide, the level of review as provided under the protest policy are as follows:

- Solicitation Requirements
- Disqualification Review
- Proposed Contractor Selection Review

C. Solicitation Requirements Review

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

1. The request is made within the time frame identified in the solicitation document (generally within ten business days of issuance of the solicitation document).

2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Proposal.
3. The request itemizes in appropriate detail, each matter contested, and factual reasons for the requested review.
4. The request asserts either that:
 - a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.
5. Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the department's sole discretion, be denied.
6. The Solicitation Requirements Review will be completed and Public Works' determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/Proposal due date.

D. Place to Submit Requests for Review

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

E. Disqualification Review

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

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

F. Debriefing Process

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

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

G. Proposed Contractor Selection Review Process

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

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

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).

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

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

H. County Independent Review

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

2. A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
 - b. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in paragraph G above.
3. Proposer that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Proposers may remove assertions presented in their Proposed Contractor Selection Review if they feel that the department response has resolved their assertion.
4. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

TABLE OF FORMS

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request A Solicitation Requirements Review (Submit Only If Requesting A Review.)
PW-12	Charitable Contributions Certification
PW-13	Proposer's List of Terminated Contracts
PW-14	Proposer's Pending Litigations and Judgments
PW-15	Proposer's Insurance Compliance Affirmation
PW-16	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-17	Zero Tolerance Human Trafficking Policy Certification
PW-18	Compliance with Fair Chance Employment Hiring Practices Certification
PW-19	Compliance with the Minimum Requirements
PW-20	Statement of Equipment Form
PW-21	Proposal Submission Form

ATTACHMENTS

1. County of Los Angeles Policy on Doing Business with Small Business
2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance

VERIFICATION OF PROPOSAL

DATE: _____, 2021		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: _____			
DECLARANT INFORMATION			
3. Name Of declarant: _____			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: _____			
PROPOSER INFORMATION			
6. Proposer's full legal name: _____		Telephone No.: _____	
Physical Address (NO P.O. BOX): _____		Mobile No.: _____	
e-mail: _____		Fax No.: _____	
County WebVen No.: _____	IRS No.: _____	Business License No.: _____	
7. Proposer's fictitious business name(s) or dba(s) (if any): _____			
County(s) of Registration: _____		State: _____	Year(s) became DBA: _____
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor: _____		
<input type="checkbox"/> A corporation:	Corporation's principal place of business: _____		
	State of incorporation: _____		Year incorporated: _____
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO: _____		
	Secretary: _____		
<input type="checkbox"/> A general partnership:	Names of partners: _____		
<input type="checkbox"/> A limited partnership:	Name of general partner: _____		
<input type="checkbox"/> A joint venture of:	Names of joint venturers: _____		
<input type="checkbox"/> A limited liability company:	Name of managing member: _____		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: _____			Date: _____
Type name and title: _____			

**SCHEDULE OF PRICES
FOR
AS-NEEDED CLOSED CIRCUIT TELEVISION (CCTV) VIDEO INSPECTIONS
& VACUUM CLEANING AND JETTING SERVICES – EAST MAINTENANCE AREA
(BRC0000239)**

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, profit, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTES:

1. If Public Works does not provide temporary disposal locations for waste materials, Public Works will reimburse the Contractor for the Contractor's disposal fees plus a 10 percent handling charge, upon receipt of an invoice with attached dump tickets.
2. Public Works will reimburse the Contractor for water meter cost plus 10 percent handling charge upon receipt of an invoice with attached water meter charge receipts.
3. The Contractor is responsible for payment of all fines, fees, and penalties resulting from traffic control violations, such as, but not limited to, overloading, truck route, permits, and equipment defects.
4. Overtime will be paid as specified in Exhibit A, Scope of Work, Section F, Overtime.

ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Annual Estimated Hours	Hourly Rate(\$/hr)	
Labor				
A.1	Confined Space Laborer (All Contractors' personnel assigned to work in Confined Spaces must have the required training as specified under Section O.2 of Exhibit A, Scope of Work)	3,000		\$
A.2	Truck Driver	10,000		\$
A.3	Supervisor	300		\$
A.4	Laborer	6,000		\$
Sub-Total for Items A.1 through A.4				\$
ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Annual Estimated Hours	Hourly Rate(\$/hr)	
Equipment				
B.1	Industrial Vacuum Cleaner Unit	2,000	\$	\$
B.2	Video Camera Inspection Unit	6,000	\$	\$
B.3	Industrial Rodding/Jetting Unit	1,000	\$	\$
B.4	Industrial Jetting & Vacuum Combination Unit	1,000	\$	\$

ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Annual Estimated Hours	Hourly Rate(\$/hr)	
Equipment (Continued)				
B.5	Tanker Truck w/Pump	1,100	\$	\$
B.6	Support Utility Vehicle	2,000	\$	\$
B.7	Crane Truck	100	\$	\$
B.8	Water Truck, 4,000 Gallon	500	\$	
B.9	Confined Space Blower	150	\$	\$
Sub-Total for Items B.1 through B.9				\$
Total Proposed Price for Items A.1 through A.4 and B.1 through B.9				\$

LEGAL NAME OF BIDDER	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
TITLE OF AUTHORIZED PERSON	
DATE	CONTRACTOR'S STATE LICENSE NUMBER
BIDDER'S ADDRESS:	
Phone	Mobile

**SCHEDULE OF PRICES
FOR
AS-NEEDED CLOSED CIRCUIT TELEVISION (CCTV) VIDEO INSPECTIONS
& VACUUM CLEANING AND JETTING SERVICES – SOUTH MAINTENANCE AREA
(BRC0000239)**

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, profit, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTES:

1. If Public Works does not provide temporary disposal locations for waste materials, Public Works will reimburse the Contractor for the Contractor's disposal fees plus a 10 percent handling charge, upon receipt of an invoice with attached dump tickets.
2. Public Works will reimburse the Contractor for water meter cost plus 10 percent handling charge upon receipt of an invoice with attached water meter charge receipts.
3. The Contractor is responsible for payment of all fines, fees, and penalties resulting from traffic control violations, such as, but not limited to, overloading, truck route, permits, and equipment defects.
4. Overtime will be paid as specified in Exhibit A, Scope of Work, Section F, Overtime.

ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Annual Estimated Hours	Hourly Rate(\$/hr)	
Labor				
A.1	Confined Space Laborer (All Contractors' personnel assigned to work in Confined Spaces must have the required training as specified under Section O.2 of Exhibit A, Scope of Work)	5,300		\$
A.2	Truck Driver	12,000		\$
A.3	Supervisor	520		\$
A.4	Laborer	7,400		\$
Sub-Total for Items A.1 through A.4				\$
ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Annual Estimated Hours	Hourly Rate(\$/hr)	
Equipment				
B.1	Industrial Vacuum Cleaner Unit	2,600	\$	\$
B.2	Video Camera Inspection Unit	7,100	\$	\$
B.3	Industrial Rodding/Jetting Unit	1,600	\$	\$
B.4	Industrial Jetting & Vacuum Combination Unit	1,300	\$	\$

ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Annual Estimated Hours	Hourly Rate(\$/hr)	
Equipment (Continued)				
B.5	Tanker Truck w/Pump	1,500	\$	\$
B.6	Support Utility Vehicle	3,300	\$	\$
B.7	Higher Powered Vacuum and Long Reach Jetting Combination	1,300	\$	\$
B.8	Crane Truck	160	\$	\$
B.9	Water Truck, 4,000 Gallon	700	\$	
B.10	Confined Space Blower	160	\$	\$
Sub-Total for Items B.1 through B.10				\$
ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Total	Unit Price Per Linear Feet/Each	
Sub-Drain Vacuum/Jet Clean				
C.1	Vaults	650 (Each)	\$	\$
C.2	Perforated Pipe	66,000 (Linear Feet)	\$	\$
Sub-Total for Items C.1 and C.2				\$
Total Proposed Price for Items A.1 through A.4/B.1 through B.10/C.1 & C.2				\$

LEGAL NAME OF BIDDER	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
TITLE OF AUTHORIZED PERSON	
DATE	CONTRACTOR'S STATE LICENSE NUMBER
BIDDER'S ADDRESS:	
Phone	Mobile

**SCHEDULE OF PRICES
FOR
AS-NEEDED CLOSED CIRCUIT TELEVISION (CCTV) VIDEO INSPECTIONS
& VACUUM CLEANING AND JETTING SERVICES – WEST MAINTENANCE AREA
(BRC0000239)**

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, profit, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTES:

1. If Public Works does not provide temporary disposal locations for waste materials, Public Works will reimburse the Contractor for the Contractor's disposal fees plus a 10 percent handling charge, upon receipt of an invoice with attached dump tickets.
2. Public Works will reimburse the Contractor for water meter cost plus 10 percent handling charge upon receipt of an invoice with attached water meter charge receipts.
3. The Contractor is responsible for payment of all fines, fees, and penalties resulting from traffic control violations, such as, but not limited to, overloading, truck route, permits, and equipment defects.
4. Overtime will be paid as specified in Exhibit A, Scope of Work, Section F, Overtime.

ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Annual Estimated Hours	Hourly Rate(\$/hr)	
Labor				
A.1	Confined Space Laborer (All Contractors' personnel assigned to work in Confined Spaces must have the required training as specified under Section O.2 of Exhibit A, Scope of Work)	1,325		\$
A.2	Truck Driver	3,000		\$
A.3	Supervisor	130		\$
A.4	Laborer	4,050		\$
Sub-Total for Items A.1 through A.4				\$
ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Annual Estimated Hours	Hourly Rate(\$/hr)	
Equipment				
B.1	Industrial Vacuum Cleaner Unit	650	\$	\$
B.2	Video Camera Inspection Unit	1,100	\$	\$
B.3	Industrial Rodding/Jetting Unit	400	\$	\$
B.4	Industrial Jetting & Vacuum Combination Unit	325	\$	\$

ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Annual Estimated Hours	Hourly Rate(\$/hr)	
Equipment (Continued)				
B.5	Tanker Truck w/Pump	375	\$	\$
B.6	Support Utility Vehicle	1,100	\$	\$
B.7	Crane Truck	50	\$	\$
B.8	Water Truck, 4,000 Gallon	175	\$	\$
B.9	Confined Space Blower	50	\$	\$
Sub-Total for Items B.1 through B.9				\$
ITEM	Description	(a)	(b)	Proposed Annual Price (a x b)
		Total	Unit Price	
Sub-Drain Vacuum/Jet Clean				
C.1	Vaults	165 (Each)	\$	\$
C.2	Perforated Pipe	16,500 (Linear Feet)	\$	\$
Sub-Total for Items C.1 and C.2				\$
Total Proposed Price for Items A.1 through A.4/B.1 through B.9/C.1 & C.2				\$

LEGAL NAME OF BIDDER	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
TITLE OF AUTHORIZED PERSON	
DATE	CONTRACTOR'S STATE LICENSE NUMBER
BIDDER'S ADDRESS:	
Phone	Mobile

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

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

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

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

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

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2016	2017	2018	2019	2020	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

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

 Name of Proposer or Authorized Agent (print)

 Signature

 Date

CONFLICT OF INTEREST CERTIFICATION

I, _____

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

of _____

Name of proposer

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

Contracts Prohibited.

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract.

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

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

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

Signed _____

Date _____

PROPOSER'S REFERENCE LIST

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____

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

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

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

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

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

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

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

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

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

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

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

Proposer	
Authorized representative	
Signature	Date

LIST OF SUBCONTRACTORS

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

☐

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
<hr style="border: 1px solid blue;"/> <i>SUBCONTRACTORS ARE NOT ALLOWED</i> <hr style="border: 1px solid blue;"/>			

FORM PW-8

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

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4							
5	<div><hr/><i>SUBCONTRACTORS ARE NOT ALLOWED</i><hr/></div>						
6							
7							
8							
9							

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

Print Name:	Authorized Signature	Title	Date

COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in Community Business Enterprises (CBE) participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran owned Business Enterprises (MBE/WBE/DBE/DVBE). This form shall be provided to the COUNTY at the time of Proposal submittal.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this work and known suppliers from whom Proposer proposes to procure materials and/or equipment for the work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE OR DVBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBCONTRACTORS ARE NOT ALLOWED.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

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

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

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

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

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

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

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

- ☐ **DCBA certification is attached.**

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

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

Firm Name:

My County (WebVen) Vendor Number:

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

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

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

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

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

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

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

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

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

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company

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

OR

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

Signature

Date

Name and Title (please type or print)

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: _____

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

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

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

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

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

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

SIGNATURE _____

DATE: _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

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

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

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

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

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

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

Signature of Proposer: _____ Date: _____

**ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND INDUSTRIAL
VACUUM CLEANING AND JETTING SERVICES PROGRAM (BRC0000239)**

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Proposer's Name

Address

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

Signature of Proposer: _____ Date: _____

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

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

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

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

-OR-

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

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

Print Name:	Title:
Signature:	Date:

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

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

PROPOSER CERTIFICATION

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

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

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

Print Name:	Title
Signature:	Date:

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title
Signature:	Date:

**ON-CALL CLOSED-CIRCUIT TELEVISION (CCTV) VIDEO INSPECTIONS &
INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES PROGRAM**

AREA: _____
(BRC0000239)

MINIMUM REQUIREMENTS AFFIRMATION

PROPOSER MUST CHECK A BOX IN EVERY SECTION. PROPOSER MUST COMPLETE A SEPARATE FORM PW-19 FOR EACH MAINTENANCE AREA THAT THE PROPOSER IS SUBMITTING A PROPOSAL. THE MINIMUM MANDATORY REQUIREMENTS LISTED BELOW ARE PER MAINTENANCE AREA.

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

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

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

1. Proposer must Identify a minimum of one on-site supervisor with a minimum of three years of experience performing work specified in Exhibit A, Scope of Work, for the entire Contract terms.

- ☐ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's on-site supervisor's name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number(s)

*List the page number in the proposal containing the proposer's experience.

- ☐ No. Proposer's on-site supervisor does not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

2. Proposer must identify one representative with minimum of three years of experience performing the duties as identified in Exhibit A, Scope of Work, Section S, Project Safety Official, for the entire Contract terms.

- ☐ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's Representative's name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number(s)

*List the page number in the proposal containing the proposer's experience.

- ☐ No. Proposer's representative employees do not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

3. Proposer must Identify one representative with minimum of three years of experience performing the duties as identified in Exhibit A, Scope of Work, Section T, Best Management Practices, for the entire Contract terms.

- ☐ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's Representative's name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number(s)

*List the page number in the proposal containing the proposer's experience.

- ☐ No. Proposer's representative do not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

4. Proposer must Identify a minimum of two Confined Space Laborers who will be performing the requested work as identified in Exhibit A, Scope of Work

- ☐ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's Confined Space Laborer's name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number(s)

*List the page number in the proposal containing the proposer's experience.

- ☐ No. Proposer's Confined Space Laborers do not meet the experience requirement stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

5. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

- ☐ Yes. Proposer does meet the registration requirement as stated above.

Name of Registration Holder	Registration No.	Registration Date	Expiration Date

- ☐ No. Proposer does not meet the registration requirement as stated above. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

5.1 Prevailing Wage Payment Affirmation:

- ☐ Yes. Proposer has determined the appropriate prevailing wage classifications needed to perform the work requested and prevailing wage work shall be paid Prevailing Wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage.
- ☐ No. Proposer has not determined the appropriate prevailing wage classifications needed to perform the work requested and Proposer will not pay prevailing wages in compliance with the California Labor Code when conducting activities that are subject to prevailing wage. **By checking this box, the proposal will be immediately disqualified as nonresponsive.**

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

Proposer's Name:	
Authorized Representative Name:	
Signature:	Date:

**STATEMENT OF EQUIPMENT FORM
FOR
AS-NEEDED CLOSED-CIRCUIT TELEVISION (CCTV) VIDEO INSPECTIONS &
INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES PROGRAM (BRC0000239)**

MAINTENANCE AREA: _____

PROPOSER'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

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

PLEASE NOTE:

1. At a minimum, Contractor shall have the following equipment available at all times for the entire term of the contract:
 - One industrial vacuum cleaner unit (various container capacity sizes, limited water supply),
 - One video camera unit,
 - One industrial rodding jetter unit (various container capacity sizes, limited water supply),
 - One tanker truck with pump,
 - One Support Utility Vehicle, and
 - One industrial vacuum and jetting combination unit

➤ **For South Maintenance only:** One higher-powered vacuum and long reach jetting combination unit (See Exhibit A for specifications)
2. For Items B.7-10 on Form PW-2, Schedule of Prices, list the equipment the Proposer possesses. If Proposer does not possess the equipment, provide a narrative as indicated in Part I, Section 2.8, Equipment. Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION Check one	
								DEDICATED	PRIMARY BACKUP

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION Check one	
								DEDICATED	PRIMARY BACKUP

**ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND
INDUSTRIAL VACUUM CLEANING AND JETTING
SERVICES PROGRAM (BRC0000239)**

PROPOSAL SUBMISSION FORM

**PLEASE INDICATE THE PROPOSAL YOU ARE SUBMITTING FOR
BY PLACING A CHECK MARK "✓" NEXT TO THE CORRESPONDING
STORMWATER MAINTENANCE DIVISION - MAINTENANCE AREA LISTED BELOW:**

STORMWATER MAINTENANCE DIVISION – MAINTENANCE AREA	PROPOSING ENTITY IS SUBMITTING FOR THE FOLLOWING:
WEST AREA	
EAST AREA	
SOUTH AREA	

Proposing Entity's Name:	
Address:	
Authorized Representative:	
Signature:	Date:



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

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

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

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

WE THEREFORE SHALL:

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

Listing of Contractors Debarred in Los Angeles County

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

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

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

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

REGISTERING IS IMPORTANT

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

HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

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

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

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

Thank you for your cooperation and attention.

Part II

Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY
PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND
INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES PROGRAM
(BRC0000239)

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ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES PROGRAM (BRC0000239)

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SAMPLE AGREEMENT FOR
ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND
INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES PROGRAM
(BRC0000239)

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity], located at [Full Address of the Contractor], (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on _____, 2021, hereby agrees to provide services as described in this Contract for [Name of Contracted Services].

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Confined Space Manual; Exhibit G, Vault Inspection and Repair Checklist; Exhibit H, Heavy Duty Vacuum Cleaning and Jetting Services Form; Exhibit I, Confined Space Entry Permit Form, Exhibit J, Area Maps, Exhibit K, Closed-Circuit Television Inspection Guidelines, Exhibit L, Performance Requirements Summary; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount not to exceed \$_____ plus any remaining amount unused from the previous Contract term(s), or such greater amount 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 and execution of this Agreement by both parties, whichever occurs last or first. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and a six month-to--month extension, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the

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

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

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

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

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

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

NINTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which shall be the effective date for any cost-of-living adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

TENTH: 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 L, inclusive, the COUNTY'S provisions shall control and be binding.

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

The CONTRACTOR shall pay all security premiums, costs, and incidentals required to maintain the security during the entire Contract term, including renewals.

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

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

ON-CALL CLOSED-CIRCUIT TELEVISION VIDEO INSPECTIONS AND
INDUSTRIAL VACUUM CLEANING AND JETTING SERVICES PROGRAM
(BRC0000239)A. Public Works' Contract Manager

Public Works Contract Manager (CM) will be Mr. Armond Ghazarian of Stormwater Maintenance Division who may be contacted at (626) 458-4114 or aghazar@dpw.lacounty.gov, Monday through Thursday, 7:00 a.m. to 5:00 p.m. The CM may have a Public Works Representative (PWR) to request work from the Contractor. The CM and the PWR are the only persons authorized by Public Works to request work of the Contractor. Public Works may change CMs, and/or PWRs at any time. The Contractor will be notified in writing when there is a change.

B. Work Location

All jobsites are located at various Public Works' facilities, such as, but not limited to, underground storm drains, catch basins, dams, debris basins, spreading grounds, pump plants, Low Flow Diversions (LFD), box culverts, Best Management Practices (BMP) devices (i.e., CDS unit, Stormceptor unit), subdrain vaults and lines along channels, and other pipes such as water and sewer throughout the Los Angeles County within three distinct areas:

- East Maintenance Area (Exhibit J.1)
- South Maintenance Area (Exhibit J.2)
- West Maintenance Area (Exhibit J.3)

Please refer to Exhibit J, Area Maps for the respective location of each Maintenance Area within Los Angeles County.

C. Request of Work from Contractor

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

D. Work Description

The work to be performed by the Contractor shall consist of providing closed-circuit television (CCTV) video inspections, industrial vacuum, and high

velocity jetting services on an on-call basis at various locations throughout the County.

1. Closed-circuit Television Video Inspections

The Contractor shall provide CCTV video inspections of various pipeline dimensions with a range of 72 inches to a minimum of 2 inches in diameter. All CCTV inspections shall be performed by a certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations. The CCTV video inspection work must be completed in accordance with CCTV video Inspection Guidelines for Acceptance of Sewers, dated January 2015, by Los Angeles County Sewer Maintenance Division, Consolidated Sewer Maintenance District (Exhibit K).

2. Industrial Vacuum Cleaning and Jetting Services

The Contractor shall remove waste materials from various facilities listed in Section B, Work Location, of this Exhibit by utilizing a vehicle-mounted, heavy-duty, vacuum cleaning and jet-type equipment (vacuum trucks fully self-contained with a high velocity jetting unit attachment as required).

The Contractor may be required to accomplish the following types of work, including but not limited to:

- a. The removal of waste materials and debris from subterranean vaults at various channels, pump plant/low flow diversion (LFD) sumps and forebays, and other in-ground stormwater debris capturing devices.
- b. The removal of waste materials from stilling wells at various spreading grounds and channels.
- c. The removal of rock, gravel, sands, silt, and debris from underground storm drains.
- d. The removal of waste materials and debris from catch basins.
- e. Miscellaneous cleaning and vacuuming including, but not limited to, best management practices (BMP) devices (CDS units, Stormceptor units, Pre-Treatment Boxes, etc.).

The nature of materials expected to be removed will normally consist of fine sands, silts, and gravels intermixed with trash and rubbish. These materials may

be in standing water and methods of separating debris from water should be available. Significant concentrations of hazardous materials or toxic waste are not expected but may be found at any of the locations (see Section O, Safety Requirements).

E. Hours and Days of Service

Primary hours of services shall be between 7 a.m. and 6 p.m., Monday through Friday, each week except County observed holidays at which time the service shall be provided before or after such holiday. Work hours may be altered, when necessary, with the PWR's approval.

Holidays Observed by the County of Los Angeles are:

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

F. Overtime Work

Overtime rate will be paid at time and a half of the unit rates listed in Form PW-2, Schedule of Prices, only for work requested by the PWR on weekends, holidays, and after normal working hours.

G. Assignment of Work

1. Public Works will request the Contractor to provide CCTV video inspections and industrial vacuum cleaning and jetting services at various locations throughout the County on an on-call basis.
2. Public Works will award one Contract per Maintenance Area for these services and the appropriate PWR will assign work as the need arises, per Public Works' sole discretion.
3. The work requested under this Contract is on-call in nature and County does not guarantee that the Contractor will receive work as stated in Section C of this Exhibit A, Scope of Work.
4. The Contractor understands and agrees that only the CM or designated PWR is authorized to request or order work under this Contract. The Contractor shall not add any additional equipment or work any additional days than originally requested by the CM or designated PWR.

Public Works will only pay for work or use of equipment previously approved, in writing, by the CM or PWR.

H. Utilities

Public Works will not provide utilities.

I. Storage Facilities

Public Works will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, due to any circumstances, or for theft of materials or equipment from the jobsite.

J. Work Area Controls

The Contractor shall comply with all applicable laws and regulations and shall maintain work areas in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite shall be subject to the approval of the PWR. All worksites should adhere to all safety requirements outlined in Section O, Safety Requirements.

K. Equipment

1. Availability of Equipment

It is anticipated that Public Works may require several industrial vacuum cleaner units fully equipped and operational to be available for work at the same time and day at separate locations throughout each Maintenance Area. **For the purpose of this Contract, at a minimum, the Contractor shall always allocate and have the following equipment available for the entire term of the Contract. Contractor must own all the following equipment listed below unless noted otherwise.**

- a. One industrial vacuum cleaner unit (various container capacity sizes, limited water supply) and can rent at a minimum, one additional unit within 24-hour notice. The industrial vacuum cleaner:
 - i. Shall be equipped with a debris box to provide easy loading access from all directions. This debris box shall hold a minimum of 9 cubic yards of material, provided the unit is equipped with a water separator. If no water separator is provided, the debris box shall hold 16 cubic yards of material.

- ii. Tailgate shall be equipped with a positive seal-locking system to prevent and ensure against leakage and spillage.
 - iii. Shall be equipped with a minimum 300-degree hydraulically operated rotating boom with a minimum 500-pound lift capacity.
 - iv. Shall be capable of removing solid and/or liquid materials.
 - v. Conveyance lines shall range from 1 to 8 - inches in diameter and be capable of reaching 100 feet in length.
 - vi. Shall have a rotary lobe positive displacement blower, a minimum capacity of 3,000 cubic feet per minute, capable of producing 6 inches of mercury through an 8-inch line at 500 feet.
 - vii. Shall be equipped with an exhaust air filtration system or equal to satisfy South Coast Air Quality Management District requirements for clean air emissions.
 - viii. Shall come equipped with all piping, accessories, connectors, adapters, elbows, band-locking devices, band assemblies, and gaskets to perform the above-mentioned work.
- b. One video camera inspection unit.
- i. The Contractor's CCTV equipment shall include video cameras, a video monitor cable, power sources, and all equipment necessary to perform a CCTV video inspection.
 - ii. The video cameras shall have Pan-and-Tilt capabilities and shall have a minimum of 360 x 270 - degree rotation and illumination sensitivity shall be three lux or less and provide a minimum of 460 lines of resolution. The focal distance shall be adjustable through a range from 25 mm (1 inch) to infinity.
 - iii. All camera systems shall be able to navigate around minor objects, roots, and debris. The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the pipe conditions.
 - iv. The camera cable shall be retracted to remove slack and to ensure an accurate footage reading.

- v. Public Works will not be responsible for any damage to video inspection equipment caused during the inspection.
- c. One industrial rodding/jetter unit (water supply needed for maximum jetting projects, limited capacity).
- d. One tanker truck with pump.
- e. Water Truck (4000 gallons) which the Contractor shall be able to rent within 24-hour notice.
- f. Confined space blower which the Contractor shall be able to rent within 24-hour notice.
- g. One crane truck which the Contractor shall be able to rent within 24-hours from the date to provide the requested services.
- h. One Support Utility Vehicle.
- i. One industrial jetting and vacuum combination unit. The Contractor shall furnish an industrial jet/vac or combo jet/vac unit with a jetting-cleaning attachment, self-propelled, and self-jetting with hand-jet capabilities, containing a minimum of 500 feet of at least 1/2 inch high-pressure hose capable of producing minimum of 30 gpm. at 1,800 psi. The jetting-cleaning attachment shall have a minimum 1,000-gallon-capacity water tank.
- j. One higher-powered vacuum and long reach jetting combination unit **(South Maintenance Area Only)** with:
 - i. One minimum 236-gallon-per-minute-rated jetter pumps with a minimum pressure of 22,000 psi to the jetter nozzle, and a minimum 2400' (1-1/2") hose reel with electronic counter.
 - ii. One 350-gallon-per-minute rated submersible pump along with necessary hoses and cables to deliver and pump water and sediment from storm drains, catch basins, laterals, etc. into an on-site debris box.
 - iii. One Diesel Engine 15-Liter 550 hp @ 2,200 rpm rated, which meets South Coast Air Quality Management District standards.
 - iv. Two minimum 20 cubic yard debris boxes that separates debris from the water. When one debris box becomes full, another one shall be placed in service, continuing the cleaning process.

- v. One truck to haul the debris box for transporting debris to a location designated by LA Co DPW.

The Contractor shall be able to rent the higher-powered vacuum and long reach jetting combination unit listed under Section J and shall have this equipment available within 24-hours from the date to provide the requested services.

- 2. Each equipment, described above and mentioned in the Scope of Work to be operated within public streets, shall include traffic control arrow stick indicator mounted to the rear of each equipment and amber lights at the front and rear.
- 3. The Contractor shall provide security for all its equipment. The Contractor shall provide protection against vandalism, theft and/or accidental damage during both working and nonworking hours.
- 4. The Contractor must always possess the equipment listed on the Form PW-2, Schedule of Prices, Items B.1-6, during the term of this Contract. For Items B.7-9 (B.7-10 for South Maintenance Area), the Contractor may rent this equipment on an on-call basis as requested by PWR within 24 hours. In addition, if in the judgment of Public Works, other additional equipment maybe required to perform the work that is not listed in the Form PW-2, Schedule of Prices, upon CM's prior approval, Contractor may rent the equipment and Public Works will reimburse the Contractor for equipment rentals plus 10 percent processing fee, if applicable.

L. Alternative Equipment

- 1. Certain specifications in this Exhibit A, Scope of Work, may indicate that equipment of a particular size and type is to be used to perform portions of the work. However, the development and use of new or improved equipment by the Contractor is encouraged.
- 2. The Contractor may request, in writing, permission from the PWR to use equipment of a different size or type in place of the equipment specified. The PWR, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the PWR that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, the original equipment specified. PWR may grant such permission for the purpose of testing the work product quality by such equipment and is subject to continuous attainment of results, which in the opinion of the PWR, are equal to, or better than the equipment specified in this Exhibit A, Scope of Work. The PWR shall

have the right to withdraw such permission at any time if the alternative equipment does not meet the work product standard and quality. Upon withdrawal of such permission by and under the direction of the PWR, the Contractor shall use the equipment originally specified and at Contractor's expense remove and dispose of or remedy any defective or unsatisfactory work produced by the alternative equipment.

3. Contractor shall not have any claim against Public Works for either withholding or the granting of permission to use alternative equipment or for the withdrawal of such permission.
4. Permission to use alternative equipment in place of equipment specified will only be granted where such equipment is new or improved and its use is deemed by the PWR to be appropriate. The approval for use of alternative equipment on any project shall not be considered as an approval of the use of such equipment on any other project.
5. Schedule of Prices, Form PW-2, shall not be subject to change or negotiation if alternative equipment is used.
6. Nothing in this Section L, Alternative Equipment, shall relieve the Contractor of its responsibility for furnishing materials or producing finished work of the quality specified in this Contract.

M. Dumping and Dump Sites

If Public Works provides temporary locations where the Contractor can dispose of waste materials, Public Works will be responsible for the removal and permanent disposal to the disposal site of all materials placed at the temporary sites at no cost or obligation to the Contractor. If Public Works does not provide temporary disposal locations, the Contractor shall legally dispose of waste materials on a permanent basis only at a County approved facility licensed to accept such waste materials, in which case Public Works will reimburse the Contractor for the Contractor's disposal fees plus a 10 percent handling charge, upon the receipt of an invoice with attached dump tickets.

N. National Pollutant Discharge Elimination System

The Contractor shall comply with all the National Pollutant Discharge Elimination System (NPDES) permit requirements as applicable to operations under the Exhibit A, Scope of Work. The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters, to comply with the National Pollutant Discharge Elimination System (NPDES). Contractor shall notify PWR within 24-hours of any issues and

conditions related to NPDES non-compliance. See Section T, Best Management Practices (BMPs) for more details.

O. Safety Requirements

1. General Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable California Division of Occupational Safety and Health (Cal/OSHA), Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take all actions appropriate to providing a safe jobsite.

The Contractor's employees shall wear eye protection, hard hats, suitable clothing, gloves, and footwear with slip resistant outer sole while at Public Works' jobsites.

2. Confined Spaces

a. Due to the hazards associated with confined spaces, the Contractor shall comply with the California Labor Code and the following:

- California Code of Regulations, Title 8 - Industrial Relations, Division 1 - Department of Industrial Relations, Chapter 4 - Division of Industrial Safety, Subchapter 7 - General Industry Safety Orders, Group 16 - Control of Hazardous Substances, Article 108 - Confined Spaces (8CCR 5156 to 5158 or "Article 108")
- California Code of Regulations, Title 8 - Industrial Relations, Division 1 - Department of Industrial Relations, Chapter 4 - Division of Industrial Safety, Subchapter 4 – Construction Safety Orders, Article 37 – Confined Spaces in Construction
- California Code of Regulations, Title 8 - Industrial Relations, Division 1 - Department of Industrial Relations, Chapter 4 - Division of Industrial Safety, Subchapter 5 – Electrical Safety Orders, Group 2 – High-Voltage Electrical Safety Orders, Article 36 – Work Procedures and Operating Procedures, Section 2943.1 – Enclosed Spaces

Personnel shall be trained for the applicable California regulations.

- b. When working in storm drain facilities, subdrain vaults, sumps and forebays, underground pipes, catch basins inground stormwater debris capturing device, or any confined space area, the Contractor is required to follow all procedures in the Stormwater Maintenance Division's Confined Space Manual (Exhibit F) and Confined Space Entry Permit (Exhibit I).

3. Sub-drain Vaults

Pursuant to Section 5157(c)(8) of Title 8 of the California Code of Regulations, the Contractor is informed that:

- a. During a subdrain vault cleaning, the vault shall be treated as a permit-required confined space because of immediately dangerous to life and health (IDLH) atmospheric conditions. Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Article 108.
- b. Public Works treats the vaults as a permit-required confined space during cleaning because hydrogen sulfide, oxygen deficiency, and carbon dioxide have been encountered.
- c. Following the completion of the cleanout of the subdrain vaults, the Contractor shall inform the PWR about any hazards confronted or created in the permit space during the cleanout.

4. Pump Station Sumps

- a. The Contractor is advised that all pumping facilities included in this Contract are classified as confined spaces because they may contain harmful or explosive gasses. Public Works considers these facilities as non-permit confined spaces except for those areas below the pump station floor in the sump. Areas below the pump station floor are considered permit-required confined spaces. Contractor's employees entering these facilities shall be trained to enter and work in confined spaces.
- b. Pursuant to Section 5157(c)(8) of Title 8 of the California Code of Regulations, the Contractor is informed that:

When cleaning sumps, Public Works has encountered hydrogen sulfide. In some instances, hydrogen sulfide gas is detectable only after the material in the sump is disturbed. Additionally, explosive gas can reach the sump via the storm drain system. Therefore, while working in the sump, the Contractor shall continuously monitor the air

for oxygen (O₂) content, explosive gasses, hydrogen sulfide (H₂S), and carbon monoxide (CO).

- c. Following the completion of the cleanout of the sump, the Contractor shall inform the PWR about any hazards confronted or created in the permit space during the cleanout.

5. Underground Pipes

a. Storm Drains

Pursuant to Section 5157(c)(8) of Title 8 of the California Code of Regulations, the Contractor is informed that:

- i. Storm drains are considered permit-required confined spaces.

Public Works treats storm drains as confined spaces due to:

- 1. Limited access and egress.
- 2. Potential atmospheric hazards while cleaning material.
- 3. Potential atmospheric hazards while occupying storm drains due to hazardous material spills upstream.

- ii. Following the completion of the cleanout of the storm drains, the Contractor shall inform the PWR about any hazards confronted or created in the permit space during the cleanout.

- b. Road culverts and other pipes may or may not be deemed a confined space per Title 8 of the California Code of Regulations, Section 5157(b), depending upon pipe diameter, access, material type in the pipe, and the amount of material. If it is classified as a confined space, it shall be treated like a storm drain. Contractor is required to make the determination whether the road culverts and other pipes are to be considered permit-required confined space and confirm with PWR.

6. Catch Basins

- a. Catch basin entry is a non-permit required confined space for the purpose of cleaning debris.

- b. Following the completion of the cleanout of the catch basins, the Contractor shall inform PWR about any hazards confronted or created in the non-permit space during the cleanout.
- 7. In-Ground Stormwater Debris Capturing Device
 - a. In-Ground Debris Capturing Device is a non-permit required confined space for the purpose of cleaning debris.
 - b. Following the completion of the cleanout of the inground debris capturing devices, the Contractor shall inform the PWR about any hazards confronted or created in the non-permit space during the cleanout.
- 8. Traffic Control

The Contractor shall provide traffic control that conforms to the latest California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones wherever work operations encroach upon public streets or highways, and/or employees of the Contractor are exposed to traffic hazards.

The Contractor shall ensure that all traffic control configurations, devices, equipment, and set-up comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.

The Contractor shall ensure that all work complies with all applicable Cal/OSHA regulations.

P. Public Convenience and Safety

The Contractor's operations shall not cause unnecessary public inconvenience.

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. Public Works inspection of the work shall not be considered an approval of the Contractor's safety measures.

Q. Responsibilities of the Contractor

- 1. The Contractor shall be required to report to specific work locations within 24 hours after being notified by Public Works.
- 2. The Contractor shall provide the following items and personnel as specified in this Scope of Work, Exhibit A:

- a. Qualified persons to operate the equipment.
 - b. All laborers needed to perform the work.
 - c. Fully self-contained, vehicle-mounted, heavy-duty industrial vacuum cleaner, and any auxiliary vehicles, if needed.
 - d. On-site supervisor with a minimum of three years of experience performing work specified in this Exhibit A, Scope of Work, for the entire Contract terms.
 - e. Copies of confined space certification for each worker who will be performing the requested work below the pump station floor and/or employees who are Confined Space Laborer.
 - f. Provide at least one person per crew in charge of specific work who can speak, read, and write the English language.
3. The Contractor shall follow detailed description of work outlined for pump station sumps cleanout below:
- a. Adhere to all the requirements specified in Exhibit A, Scope of Work, Section O.4, Pump Station Sumps.
 - b. Prior to initially entering the pumping facilities at the beginning of each workday, allow the PWR to verify that the atmosphere behind the door is safe by testing the air. All other air monitoring is the responsibility of the Contractor.
 - c. Not operate any pump or equipment belonging to Public Works at the facilities. The PWR will pump out any excess water in the sump to facilitate the cleanout process.
 - d. Inform the PWR of any visible sign of pollution such as oil or gasoline on the water surface. The PWR may halt the cleanout until the contamination is cleaned.
 - e. Remove all trash, silt, and debris from the sump and concrete floor area clean and free of any deposit.
 - f. Dispose of all removed sump material as directed by the PWR.

- g. In writing, upon completion of work, request PWR to do the final sump inspection. The inspection will be made within four working hours from PWR's receipt of request.
- h. Not leave the facilities unattended without notifying the PWR. The PWR will open and close the facilities at the beginning and the end of each working day.
- 4. The subdrain vaults and subdrains are the overflow structures of the ground water relief system underneath the flood control channels. A portion of the purpose of this Contract is to remove all material including, but not limited to, silt, sand, mud, and debris from the subdrain vaults and channel wall leach systems located in Flood Control channels. The Contractor also shall inspect and service the flap gates, clean the overflow pipes in the vaults, and inspect the subdrain vaults' covers. The Contractor shall perform this work as follows:
 - a. Adhere to all the requirements specified in Exhibit A, Scope of Work, Section O.3, Subdrain Vaults.
 - b. The vaults may be in locations subject to flowing water. It may be necessary to divert or block water from the vault cover by placing sandbags or using an equivalent method in order to clean, inspect, and service the vault. Access to these vaults is available by utilizing the invert access ramps as directed by the PWR.
 - c. Subdrain vaults are confined spaces and may contain harmful or explosive gasses. Hydrogen sulfide, oxygen deficiency, and carbon dioxide have been encountered. The Contractor shall comply with all requirements of the California Labor Code and Article 108.
 - d. Perform visual inspection of all manhole covers on the subdrain vaults for any damaged and/or missing bolts, and report the observation on Exhibit G, Vault Inspection, and Repair Checklist. All reports must be submitted in an electronic format.
 - e. Mark and remove the existing manhole cover as required to access inside the subdrain vaults and reinstall and fasten the manhole cover whenever the subdrain vaults are left unattended or before leaving the work area. Screws or bolts that cannot be reused or were damaged shall be replaced with new ones. The replacement screws or bolts will be provided by Public Works. Contractor shall not leave manhole covers open or detached and unattended at any time.
 - f. Before leaving any subdrain vaults, the Contractor shall thoroughly clean all trash and debris from the manhole frame and cover.

- g. Remove water, debris, mud, sand, and silt from the vault and surrounding area. The Contractor shall not discharge any removed materials into the channel or flowing water. It is suggested that a separate container(s) be used for the water since the water will be placed back in the vault after the sediments are removed.
 - h. Visually inspect all flap gates for any damaged and/or missing hinges and bolts; for any cracks on the frame; and proper alignment and tight seal. Report the observation of this inspection on Exhibit G, Vault Inspection, and Repair Checklist. All reports must be submitted in an electronic format.
 - i. Visually inspect subdrain behind each flap gate and report the observation on Exhibit G, Vault Inspection and Repair Checklist. All reports must be submitted in an electronic format.
 - j. Clean the overflow pipes in the vaults if obstructions and debris are found. This procedure will only apply to the types of subdrain systems that contain the overflow pipes. The Contractor shall not discharge any of the removed materials back into the channel or flowing water.
 - k. Discharge the removed water back to the vault if the water is free of debris and/or sediments. Dispose of all removed materials from the subdrain vault to the drying bed as directed by the PWR. If the PWR finds more than 3 inches of sediment and/or debris in the vault after the Contractor indicates the work is completed, the Contractor shall remove the sediment and debris again as described in Exhibit A, Scope of Work, at no additional cost to Public Works.
- 5. The Contractor shall be responsible for providing all labor to perform work in confined spaces, such as storm drains and pump plant sumps or other Public Works' facilities. See Exhibit A, Scope of Work, Section O, Safety Requirements.
 - 6. The Contractor shall use Closed Circuit Television Video Inspection & Industrial Vacuum Cleaning & Jetting Services Form (Exhibit H), supplied by Public Works, to indicate the starting and ending shift time and all downtime. The form shall be filled out by the Contractor's representative at the jobsite and countersigned by the PWR at the end of each day. The form will be used by Public Works to verify Contractor's invoices.
 - 7. The Contractor is responsible for payment of all fines, fees, and penalties resulting from traffic control violations, such as, but not limited to, overloading, truck route, permits, and equipment defects.

8. The Contractor is responsible for assuring safety for its personnel (refer to Exhibit A, Scope of Work, Section O, Safety Requirements).
9. In addition to other data filed with Public Works by the Contractor, the Contractor shall, on the last workday of each month, file a report with the PWR in an electronic format with the capability to be manipulated, enumerating the following information for that month:
 - a. Location of facility cleaned.
 - b. Amount of sediment removed.
 - c. Location to which sediment was hauled.

R. Responsibilities of Public Works

1. The CM may designate several PWR to request work from the Contractor.
2. Public Works will:
 - a. Determine the need for and provide jobsite inspection, however, Public Works inspections will not relieve Contractor of its responsibilities to maintain and inspect its work area.
 - b. Select the areas to be cleaned and notify the Contractor 24 hours before the start of work. However, during occasional emergency conditions, the Contractor will be required to start within four hours of notification by the Public Works.
 - c. Approve size of crew and type of labor Contractor plans to use for each jobsite. Public Works will notify the Contractor 24 hours in advance of the necessity for additional laborer(s). All laborers shall be charged at the rate quoted in PW-2, Schedule of Prices.
 - d. Public Works will reimburse the Contractor for water meter cost plus 10 percent handling charge upon receipt of an invoice with attached water meter charge receipts.

S. 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; Confined Space Regulations; Stormwater Maintenance Division's Confined Space Entry Permit and Confined Space Manual; and Code of Safe Practices. A copy of the Contractor's Injury and Illness Prevention Program shall be provided

to Public Works prior to beginning work. The receipt of these documents by Public Works does not constitute an approval of the Contractor's program. The Contractor's Project Safety Official shall always be available to abate any potential safety hazards and shall have the authority and responsibility to shutdown an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for Public Works to direct the cessation of all work activities and operations at no cost to Public Works until such time as the Contractor is compliant.

T. Best Management Practices

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 the pollution of storm water. Implementation of BMPs are to comply and meet the National Pollutant Discharge Elimination System requirements.

The Contractor shall obtain and refer to the latest edition of the Los Angeles Public Works Department of Public Works BMPs Manual, and addenda thereto issued up to and including, the date of advertisement of the Project. Copies of this publication are available for purchase from:

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

The Contractor shall always have a minimum of two readily accessible copies of this publication on the project site.

The Contractor shall implement the following BMPs for the prevention of storm water pollution in conjunction with all its activities and operations:

WASTE MANAGEMENT

WM 005	Solid Waste Management
WM 006	Hazardous Waste Management
WM 009	Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

NS 008	Vehicle and Equipment Cleaning
NS 009	Vehicle and Equipment Fueling
NS 010	Vehicle and Equipment Maintenance

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

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

U. Liquidated Damages

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

- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to report to specific work locations within 24 hours after being notified by Public Works, or approved by CM.
4. In addition to the above, Public Works may use Exhibit L, Performance Requirements Summary, to evaluate Contractor's performance.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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

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

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

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

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

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

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

Public Works. Los Angeles County Public Works.

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

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

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

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance

of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

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

Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County

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

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

I. Conflict of Interest

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

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

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall

give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by

County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

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

R. Counterparts and Electronic Signatures and Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under

this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

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

II. Subcontracting

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

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to

Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.

4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

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

NN. Local Small Business Enterprise Utilization

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

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

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

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in

Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary.

The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

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

number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

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

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

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

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

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of

protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

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

reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
4. Pollution Liability Insurance: Such insurance shall cover liability arising from the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include coverage for the costs and

expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from worksite. Contractor shall maintain limits of not less than \$2 million per occurrence and \$4 million aggregate.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 11

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - a. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
 - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 13

PREVAILING WAGES

A. Prevailing Wages

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

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

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager (Note to the Proposers: during the solicitation process and prior to the award of Contract, please direct your request to the Contract Analyst identified in the solicitation document. You may contact the Contract Manager after the award of contract). Pursuant to Labor Code Section 1773.2, the County has made these documents available for inspection by the Contractor in lieu of the County specifying the general rate of per diem wages for each craft, classification and type of worker needed to execute the contracted work. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Work Records

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

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity

which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. Subcontractor

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

F. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, and stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2020)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

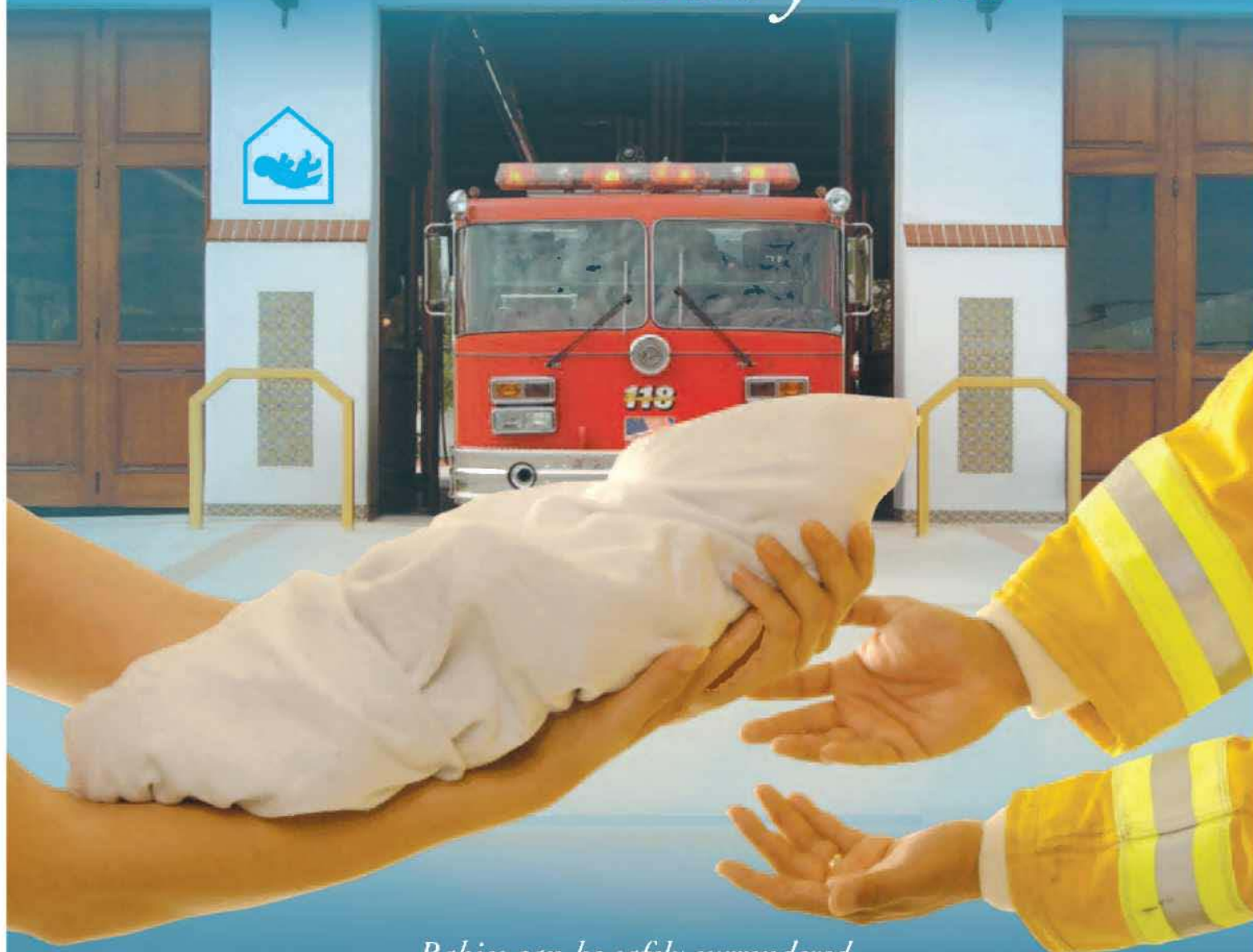
How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

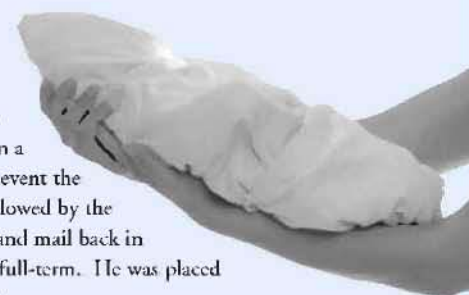
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and Contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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



**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC
WORKS
STORMWATER MAINTENANCE DIVISION**

CONFINED SPACE
MANUAL

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INTRODUCTION

The intent of this Manual is to comply with the philosophy of good safety practices and the explicit requirements of safety orders and to exceed the CAL/OSHA Safety Orders where added protection is warranted.

This confined space manual is meant to supplement and expand the Department's G114 Safety Directive on confined spaces. All employees working in/around confined spaces shall be familiar with directive G114. This manual provides instruction to all personnel working in Stormwater Maintenance Division facilities.

This manual covering work in confined spaces is intended to:

1. Minimize exposure to hazardous atmospheric conditions.
2. Maintain continuous communications with workers inside confined spaces.
3. Provide safe work procedures while working in confined spaces.
4. Provide safety and emergency equipment and training.
5. Describe employee duties and responsibilities for each confined space job category-entrant, attendant, and supervisor.

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DEFINITIONS

1. Attendant
 - A person who is assigned to monitor a confined space entry and provide for the safety of entrants.
2. California Occupational Safety and Health Association (Cal/OSHA)
 - A governing agency that writes and enforces health and safety regulations.
3. Confined Space
 - A Confined Space as defined by Cal/OSHA has all of the following characteristics:
 - Is large enough and so configured that an employee can bodily enter and perform assigned work
 - Has limited or restricted means for entry or exit
 - Is not designed for continuous occupancy
4. County-Wide Integrated Radio System (CWIRS)
 - Is the current radio system used in Public Works.
5. Cubic Feet Per Minute (CFM)
 - Is a measure used in industrial hygiene and ventilation engineering. It describes the rate of flow of a gas or air volume into or out of a space.
6. Divisional Safety Coordinator (DSC)
 - An individual selected by their division head to assist their division on safety related matters.
7. Emergency Medical Assistance
 - Emergency medical assistance refers to local emergency services (law enforcement, fire or medical) during an emergency.
8. Emergency Retrieval Equipment
 - The combination of a tripod or davit and a self retracting lifeline with rescue retrieval capabilities. This is also required to be used when entering and exiting

storm drains and on ladders greater than 20 feet in length as it acts as a fall arrest system.

9. Employee Health and Safety (EHS)

- A section of Public Works Human Resources Division that handles all aspects of safety.

10. Entrant

- A person who enters a confined space to perform an assigned task.

11. Entry Supervisor

- An individual who has been assigned the responsibility for directing all aspects of the confined space entry and terminate entry when required.

12. Evacuation

- An unaided emergency exit out of a confined space. This action may result from the entrant's own decision or by a command from outside the space.

13. Excavation

- A man-made cut, trench or depression in an earth surface, formed by earth removal.

14. Hazard

- A condition or changing set of circumstances that presents a potential for injury or illness. The potential or inherent characteristics of an activity, condition, or circumstance, which can produce adverse or harmful consequences.

15. Hazardous Atmosphere

- An atmosphere that may be, or is injurious to occupants by reason of oxygen deficiency or enrichment, flammability or explosiveness, or toxicity.

16. Hot Work Permit

- A permit used in conjunction with other entry permits to allow the use of welding and/or a cutting torch in a confined space. Any hot work in a confined space makes it a permit-required confined space.

17. Immediately Dangerous to Life or Health (IDLH)
 - IDLH means any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.
18. Lower Explosive Limit (LEL)
 - The lower limit of flammability of a gas or vapor at ordinary ambient temperatures expressed by a percentage of the gas or vapor in air by volume.
19. Manual on Uniform Traffic Control Devices (MUTCD)
 - The Manual on Uniform Traffic Controls for Controls for Construction and Maintenance Work Zones (Manual) is published by the State of California, Department of Transportation (Caltrans), and is issued to provide the basic standards for uniform types of warning signs, lights, and devices to be placed upon any public highway or street.
20. National Institute for Occupational Safety and Health (NIOSH)
 - The National Institute for Occupational Safety and Health is a federal agency that conducts research on health and safety concerns, tests and certifies respirators, and trains occupational health and safety professionals.
21. Spotter
 - An individual who monitors the activities of a permit-required confined space, serves in the link of communication between the Entrant and Attendant, and is involved in a rescue. Serving as a spotter shall be his only assignment.
22. Trench
 - A narrow excavation in which usually the depth is greater than its width.
23. Permissible Exposure Limit (PEL)
 - An exposure limit published and enforced by Cal/OSHA as a legal standard.
24. Permit-required Confined Space
 - A space defined by Cal/OSHA that has one or more of the following characteristics:
 - Contains or has a potential to contain a hazardous atmosphere

- Contains a material that has the potential for engulfing an entrant
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross section
- Contains any other recognized serious safety or health hazard

25. Personal Protective Equipment (PPE)

- Devices worn by the worker for protection against hazards in the environment. Respirators, gloves, and hearing protectors are examples of PPE.

26. Work Area Traffic Control Handbook (WATCH Manual)

- The handbook is intended to serve as a standard for control of traffic in work areas in public streets by cities, counties and other agencies for employees who perform work activities in and in the vicinity of the Public Right-of-Way.

CONFINED SPACE

Confined space operations subject to CAL/OSHA regulations can be categorized into "Non-permit" and "Permit-required" confined space activities.

"Non-permit" required confined space (defined in this manual as a Confined Space) - A confined space that does not contain, or with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm. The area can be entered without an attendant on hand to perform minor maintenance work provided the atmosphere has been tested prior to entry and the air testing results are recorded on a sign-in sheet.

Minor maintenance work includes routine inspection and maintenance tasks not expected to introduce airborne hazards.

Examples:

- Tightening a packing nut
- Working on electrical systems
- Test run engines
- Taking leakage measurements
- Making valve adjustments

Facilities that meet the "Confined Space" space criteria:

- Pump Plants/Pump Stations above the catwalks
- Pressure Reducing Vaults
- Injection Well Vaults
- San Gabriel Dam Tunnel at or above Catwalk Level
- San Gabriel Dam Silo
- Catch Basins
- Enclosed Sections of Open Channel

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CONFINED SPACE SIGN-IN SHEET

A "Confined Space" sign-in sheet will authorize employee(s) to enter and perform routine maintenance as indicated on the "Confined Space" sign-in sheet.

Work performed in a "Confined Space" facility does not require an attendant when it is in compliance with a Confined Space sign-in-sheet.

When entering the facility, the employee(s) must test for atmospheric conditions which consist of oxygen deficiency, flammable gas (LEL), hydrogen sulfide, and carbon monoxide. Test results shall be recorded on the "Confined Space" sign-in sheet. All work assignments shall require continuous air monitoring. If the supervisor or operations staff is aware of any additional atmospheric hazards that may be present then appropriate testing for this potential hazard should be conducted prior to entering the confined space.

Specific requirements for each Confined Space are listed in task specific sign-in sheets. Please read, understand, and follow them.

1. Pump Plants and Pressure Reducing Vaults

- Pump plants (engine room), pressure reducing vaults and pump plants at road underpasses are classified as "Confined Space" facilities.
- Pump plants - In addition to work in the engine room, an employee(s) can proceed no lower than the catwalk level in the sump room when a stairway is available. Before descending into the sump area, the individual(s) must comply with the permit-required Confined Space Permit for this area.

2. San Gabriel Dam Tunnel – at or above catwalk level

- The tunnel is classified as a "Confined Space" facility when the ventilation fans are operating. Refer to the sign-in sheet for the tunnel in Appendix II if fans are not operating.
- In addition to performing maintenance tasks along the catwalk and upper landing (donut area), an employee can not proceed down into the bay areas (between concrete penstock columns) for inspections without complying with the permit-required Confined Space Permit for this area.

3. San Gabriel Dam Silo

- The silo is classified as a "Confined Space" facility when the ventilation fans are operating.

4. Catch Basin

- A catch basin is classified as a "Confined Space" facility when work does not introduce a hazardous atmosphere.
- When the vertical height is 20 feet or greater, a harness, and emergency retrieval equipment must be used as fall protection during entry and exit from the catch basin.

5. Enclosed sections of an open channel that meet one or more of the following criteria are classified as a confined space:

- Have enclosed sections greater than 300' in length.
- Have inadequate ventilation (air flow that can be felt at a minimum).
- Have restricted means of egress (blockage in or so narrow a channel that it would impede the egress of the space).
- When work is done in a section that could introduce airborne hazards. (The use of internal combustion engine i.e.; water pump, compressor, Vactor Truck, etc.)

Exception: When traveling through an enclosed section of a channel in an enclosed cab of a motorized vehicle and the channel is wide enough to turn around in that motorized vehicle, NO air monitoring equipment or escape breathing apparatus are required. If an employee exits the vehicle while in an enclosed section, all requirements of a confined space apply.

6. Excavations/Trenches

- Excavations, in particular trenches, have the possibility of having a hazardous atmosphere. Where an excavation or trench is in landfill areas or areas where hazardous substances are stored nearby, the atmosphere in the excavation shall be tested before employees enter excavations greater than four feet in depth. A sign-in sheet is provided to record gas monitor readings.
- Excavations and trenches over four feet in depth require a means of egress every 25 feet of travel. Trenches greater than five feet in depth require a means to protect the employees in the trench (shoring or sloping). Additionally, all excavations shall be inspected daily by a properly trained competent person.

See Appendix II, Permits Section for copies of the prepared sign-in sheets.

PERMIT-REQUIRED CONFINED SPACE

A Permit-Required Confined Space as defined by Cal/OSHA has one or more of the following characteristics:

- Contains or has a potential to contain a hazardous atmosphere
- Contains a material that has the potential for engulfing an entrant
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section
- Contains any other recognized serious safety or health hazard

Examples:

- Pump plants - sump area
- Storm drains
- Outlet tunnels or Penstocks
- Channel subdrains
- CDS/Low Flow Diversion Vaults

These areas, which can expose an employee(s) to a risk of death, incapacitation or injury, must be entered with the aid of a crew trained to work in confined spaces as required in the individual permit.

Major maintenance work that would be expected to produce an atmospheric hazard in a confined space facility mandates a "Permit-Required" entry permit. Tasks would include painting, hotwork (welding), using an internal combustion engine, cleaning a pump plant sump, etc.

Atmospheric Hazards possible in a Confined Space:

An atmosphere, which exposes employees to a risk of death, incapacitation, injury or illness from one or more of the following:

1. Atmospheric Oxygen concentration below 19.5 percent or above 23.5 percent.

2. Atmospheric concentration of a substance in excess of its OSHA Permissible Exposure Limit (PEL):

Examples:

- Carbon monoxide
- Hydrogen sulfide
- Welding fumes
- Paint vapors

3. Flammable gas, vapor or mist in excess of ten percent (10%) of its Lower Explosive Limit (LEL):

Examples:

- Methane (natural gas)
- Propane
- Fuel/solvent vapors

Airborne combustible dust of a concentration that meets or exceeds its PEL (obscures vision at a distance of approximately five feet or less).

4. Any atmospheric condition recognized as immediately dangerous to life or health (IDLH).

ENTRY PERMITS

A "Permit-Required" entry permit will authorize personnel to enter a confined space to perform a task, provided all the provisions of the entry permit are followed.

When entering the space, the trained employees must test for atmospheric conditions. Test results shall be recorded on the "Permit-Required" entry permit. All work assignments require continuous air monitoring.

An attendant must be on duty outside the permit space.

See Appendix II for copies of the prepared permits.

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PERSONNEL ASSIGNMENT

I. Flood Control Construction Supervisor

A Flood Control Construction Supervisor (FCCS) will be assigned the responsibility of supervising a crew participating in confined space entries.

A FCCS shall make sure that employees under their supervision who enter or work in confined spaces know and understand confined space entry, operational, and rescue procedures. They are also responsible for making sure that their employees comply with the requirements of this manual, Safety Directive G114, and Cal/OSHA.

A FCCS shall report areas of concern regarding confined space operations to the DSC who may contact EHS. DSC/EHS shall recommend ways and means and/or safety equipment necessary to correct safety deficiencies discovered during the operation.

1. FCCS shall be trained and knowledgeable with the following:

General hazards associated with confined spaces.

- Specific hazards associated with the facility, location or operation.
- Proper use and limitations of personal protective equipment, and other safety equipment.
- Permit system and other procedural requirements.
 - Duties and responsibilities of the confined space entry team.
- Recognition of overexposure symptoms.
 - Proper use of atmospheric monitoring instruments. This shall include zeroing, daily bump checks, and calibration of the instrument.
 - Use, maintenance, and limitations of respirators.
- Proper response to emergencies.

Foremen supervising crews working in permit-required confined spaces shall be trained in Fall Protection Competent Person. This qualifies them to conduct the bi-annual inspection of fall arrest equipment.

For permit-confined spaces, only physically fit employees who have been properly trained and do not exceed full body harness and tripod-weight limitations (310 lbs.) with equipment on shall be allowed to inspect and work in a confined space.

- Employees should be screened for:
 - Claustrophobia - fear of working in small/dark areas
 - Fear of insects, snakes and rats
 - Fear of wearing masks or hoods

2. The FCCS will have the responsibility to ensure that:

- Crews are properly trained.
- Daily visual inspection of all safety equipment is performed.
- Monthly inspection reports on safety equipment are completed.
- Daily Functional (Bump) Test shall be performed prior to each day's use. Refer to manufacturer guide for bump test instructions. A functional test is defined as a brief exposure of the monitor to a known concentration of gases for the purpose of verifying sensor and alarm operation and is not intended to be a measure of the accuracy of the instrument.
- If an instrument fails to operate properly during any functional "Bump" test, a full instrument calibration shall be performed prior to use.
- Calibrations of air monitoring equipment per manufacturer's recommendations are completed.

II. Employee

- Shall attend training before working in confined spaces. Refer to the Training Matrix for details in the Training Requirements section.
- Inspect safety equipment before every use.
- Ensure all equipment is on the vehicle before leaving the yard.
- Know how to use all equipment including gas monitor, fall protection equipment, respirators, and emergency retrieval equipment.
- Immediately report equipment problems to their supervisor.
- Report incidents of exposure, an accident, or an injury in a confined space to their supervisor immediately.
- Employees who enter and work in confined spaces shall know and understand confined space entry , operational, and rescue procedures and shall follow these procedures when entering a confined space.

- Employees who discover unidentified hazards in confined spaces shall report them to their supervisor immediately.
- Employees shall wear required PPE.
- Employees who fail to follow confined space procedures or comply with instructions from their supervisors regarding confined space procedures are subject to disciplinary action.

III. Entry Team

1. Entry Supervisor

- **Personnel Requirements:** One entry supervisor per job is responsible for authorizing an entry into a permit required confined space and terminates the entry when required.
- **Duties:** The Entry Supervisor shall have the following duties:
 - Attend confined space training.
 - Know the requirements of the confined space entry program, including proper duties of entrants, attendants, and rescue personnel.
 - Be knowledgeable about the gas monitor.
 - Verify that all required actions have been taken prior to signing the permit and allowing entry to begin and ensure that acceptable conditions are maintained for the duration of the entry.
 - Verify that rescue services are available prior to and throughout the entry, and that the means for summoning them are operable.
 - Communicate the status and requirements of the entry to other Entry Supervisor(s) whenever the Entry Supervisor is changed.
 - Terminate entry, assure removal of personnel and equipment, and cancel or complete the entry permit when required.

2. Attendant

- **Location:** The attendant shall be stationed immediately outside the point of entry/exit of the confined space to observe the permit required confined space (PRCS) and be able to communicate with the occupants throughout the entry.

- Personnel Requirements: There shall be one attendant per point of entry/exit.
- Duties: Attendants shall have the following duties:
 - Provide standby assistance to entrants entering the confined space.
 - Direct entrants to exit the confined space when any irregularities are observed.
 - Initiate an evacuation of the space and emergency procedures.
 - Monitor for any conditions or changes that could adversely affect the entry.
 - Remain at the entry point unless relieved by another attendant or until the entry is cancelled or completed.
 - Always maintain two-way communication at all entrances and have a secondary method to communicate with entrants if primary means fail.

3. Entrant

- Duties: Entrant shall have the following duties:
 - Recognize potential hazards that may be encountered during entry and the proper use and limitations of equipment for control of these hazards.
 - Inspect for hazards not identified by atmospheric monitoring during entry activities.
 - Recognize symptoms and warning signs of exposure to potential hazards or prohibited conditions.
 - Notify the attendant of any emergency or unacceptable condition in the confined space.
 - Exit the confined space immediately if symptoms, warning signs, or unacceptable conditions occur or if directed by the Attendant or Entry Supervisor.
 - Respond to emergencies, which includes method(s) for self-rescue.

NON-STORMWATER MAINTENANCE DIVISION PERSONNEL

- This section does not apply to Stormwater Maintenance field personnel, as SWMD employees are expected to work in confined spaces and receive confined space training. This section may apply to the engineering sections in Stormwater Maintenance if they have not had an opportunity to attend confined space training and a project requires them to review a confined space area as identified in the previous sections of this manual.
- There are times that Public Works employees who work for Division's other than Stormwater Maintenance, may have a need to enter areas classified as confined spaces or Permit required confined spaces. Examples of this may be engineers from Design Division who are looking at design/repair issues.
- There may also be times that persons not employed by the Department may need to access these facilities as well. In the past, examples have been the media, state inspectors, contractors on a pre-bid inspection and also law enforcement.
- In either case, appropriate training is provided to the personnel prior to them entering the confined space and it is solely directed towards the particular space and the applicable hazards. This training is intended to introduce the hazards of a Stormwater Maintenance Division confined space to someone who has not received SWMD In-house Confined Space training on Stormwater Maintenance Division spaces. A Public Works Crew Leader or above will conduct the tailgate. The training shall cover the items listed on the Permit Required Confined Space Tailgate for Non-SWMD Personnel. Everyone receiving the training shall sign the tailgate sign-in sheet.
- To help ensure the safety of the space, prior to allowing entry, a SWMD crew shall proceed through the space checking the atmosphere and the conditions to be sure that it is safe to allow people into the confined space. Only the number of personnel that can be safely rescued are allowed to enter the confined space at one time. This determination is based upon the site supervisor's determination of equipment availability and analysis of space to be entered.

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CONTRACTOR

When a contract has been awarded for work in a confined space and contractor employees will work in the space, either Construction Division or Stormwater Maintenance Division shall:

- Inform the contractor that the workplace contains or is a confined space and that confined space entry is allowed only through compliance with a confined space program meeting the requirements of Cal/OSHA, Title 8, Section 5157.
- Apprise the contractor of the elements, including the hazards identified and Stormwater Maintenance's experience with the confined space.
- Provide applicable portions of the confined space manual and procedures to all contractors entering a Stormwater Maintenance confined space.
- Coordinate entry operations with the contractor, when Stormwater Maintenance personnel and contractor personnel will be working in or near the confined space.
- Debrief the contractor following an incident during their confined space operation.
- Once the contract is awarded, the contractor shall provide their own equipment and PPE for confined space entry.

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PROCEDURES

STORM DRAIN INSPECTIONS AND MAINTENANCE

The entry supervisor must know the hazards of the confined space, verify that all tests are conducted and all procedures and equipment are in place, and verify that rescue services are available.

1. Vehicles

Traffic control devices (arrow boards, high rise flag stands, and cones) shall be positioned as needed to direct traffic around the work area in accordance with the Manual on Uniform Traffic Control Devices and/or the Watch Manual.

2. Personal Protective Equipment Requirements

Each crew member entering a manhole shall be equipped with:

- Hard hat
- Full body harness
- Approved flashlight
- Gloves
- Rubber boots (if needed) with anti-slip devices when necessary
- An escape breathing apparatus
- A gas monitor for every inspection team

3. Monitoring for Hazardous Atmosphere

Before the manhole lid is removed, a test shall be performed to determine if there is a hazardous atmosphere present. Once it is determined safe, the manhole lid is removed. The manhole shaft shall be tested for an atmospheric condition and the test results recorded on the permit. Air tends to stratify in a confined space; be sure to measure at various levels (heights), not to exceed four feet apart.

Test shall be taken for the following:

- Oxygen content
- Flammable gas (LEL)

- Hydrogen sulfide
- Carbon monoxide

Note: If any one of the four elements test positive, or a hazardous material spill is suspected in the drain, entry is NOT permitted until such time the area becomes safe (see forced ventilation).

4. Safety Equipment

Emergency retrieval equipment shall be positioned above the manhole opening, used as fall protection during entry into and exiting the storm drain, and including rescues. If emergency retrieval equipment is not used, a barrier shall be used to protect the manhole.

5. Smoking

Smoking within 20 feet of the entrance to the manhole is prohibited.

INSPECTIONS

CONTINUOUS INSPECTIONS ARE ONLY ALLOWED IN STORM DRAINS 42 INCHES AND ABOVE. SPOT INSPECTIONS AND MAINTENANCE MAY BE CONDUCTED IN LINES OF ANY SIZE.

Continuous storm drain inspections shall require a minimum of six crew members qualified to work in a confined space. The crew size is based on the criteria that each truck is equipped with a hand held CWIRS radio and/or cell phones which will be used by the attendant at each manhole shaft. It is the responsibility of the attendant to summons emergency medical assistance.

1. Two Hole Open Continuous Inspection

Continuous inspection crew size consists of the following: One attendant and spotter located at each of the open manholes and a two-person inspection crew inspecting the drain.

A continuous inspection as shown in Figure 1, involves entering one manhole (No. 1) and exiting through another manhole when the inspection is completed (No. 2). Employees (A) & (F) - are attendants outside the manhole, ready to give assistance.

Each manhole shaft shall have a SCBA available.

Manholes (Nos. 1 and 2) are protected by traffic control devices.

Test (Nos. 1 and 2) for an atmospheric condition before removing manhole lid.

Employees (B), (C) & (D) with appropriate safety equipment descend to invert of manhole (No.1). Employee (B) serve as a spotter.

Employee (E) with appropriate safety equipment descends to invert of manhole (No. 2). Employee (E) serves as spotter.

After employees have entered, employees must disconnect the self-retracting lifeline and attach it to either the drop step or send it back up to the attendant. An emergency retrieval equipment shall be used when entering and exiting the manhole shaft.

After employees (B) & (E) have made contact and the storm drain is declared safe, employees (C) & (D) proceed toward manhole (No. 2). The leading employee will carry the gas monitor and will perform continuous monitoring of atmospheric conditions as he proceeds through the storm drain. The second employee will inspect and record storm drain deficiencies, keeping a reasonable distance behind the lead employee.

When employees (C) & (D) approach manhole (No. 2), employees (A) & (B) are notified.

They close manhole (No. 1) and proceed to manhole (No. 3) and the procedure is repeated to the completion of the job.

2. Three-Hole Open Continuous Inspection

Continuous inspection crew size consists of the following personnel: One attendant and spotter located at each of the open manholes and a two-person inspection crew inspecting the storm drain.

A continuous inspection as shown in Figure 2, involves entering one manhole (No. 1) and exiting through another manhole when the inspection is completed (No. 3). Employees (A), (F) & (G) - are attendants outside the manhole.

Each manhole shaft shall have a SCBA available.

Manholes (No. 1, 2, and 3) are protected by traffic control devices.

Test manholes (No. 1, 2, and 3) for an atmospheric hazard before removing manhole lid.

Employees (B), (C) & (D) with appropriate safety equipment descend to invert of manhole (No.1). Employee (B) serve as a spotter.

Employees (E) & (H) with appropriate safety equipment descend to invert of manholes (No. 2) & (No. 3) Employees (E) & (H) serve as spotters.

Emergency retrieval equipment shall be used when entering and exiting the manhole shaft. After employees have entered, employees must disconnect the self- retracting life-line and attach it to either the drop step or send it back up to the attendant.

After employees (B), (E) & (H) have made contact, employees (C) & (D) proceed towards manhole (No. 2). The leading employee will carry the gas monitor and will perform continuous monitoring of atmospheric conditions as he proceeds through the storm drain. The second employee will inspect and record storm drain deficiencies, keeping a reasonable distance behind the lead employee.

When employees (C) & (D) approach manhole (No. 2), employees (A) & (B) are notified that employees (C) & (D) have reached manhole (No. 2). Employees (A) & (B) will close manhole (No. 1) and proceed to manhole (No. 4). During the time that employees (A) & (B) are moving to manhole (No. 4) employees (C) & (D) proceed toward manhole (No. 3). This procedure is repeated to the completion of the job.

At no time during continuous inspection shall the two person inspection crew proceed past the last monitored manhole shaft.

3. Spot inspections

Spot inspections may be conducted in any size storm drain.

A spot inspection crew will consist of two employees provided that the entrant/inspector does not disconnect from the retractable lifeline and stays within the area of the manhole shaft to maintain communication. A non-entry rescue would be performed using the emergency retrieval equipment.

If the entrant/inspector needs to conduct a spot inspection and must travel away from the manhole shaft or disconnect from the emergency retrieval equipment, a three-man crew is required. The third employee serves as the spotter or rescuer.

The requirements of this section also pertain to the Underground Camera Crew. As long as the entrant does not disconnect from the retractable lifeline, only two employees are required. If the emergency retrieval equipment is not set up over the manhole, a temporary barrier shall be placed to prevent falling into the open manhole.

4. Maintenance

Maintenance may be conducted in any size storm drain, lateral, or connector pipe provided an effective rescue plan has been established. The Storm Drain Confined Space Entry Permit for General Maintenance Activities shall be completed prior to work being performed.

Supervisors will ensure all safety equipment and procedures are in place due to the various scenarios crews may encounter conducting maintenance. Additional safety equipment used should be listed on the permit under the Precautions Completed section.

Contact the Stormwater Maintenance Divisional Safety Coordinator if additional assistance is needed.

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FIGURE 1
CONTINUOUS INSPECTION (2 HOLES – 6 PERSON)

FLOW OF VEHICLE TRAFFIC

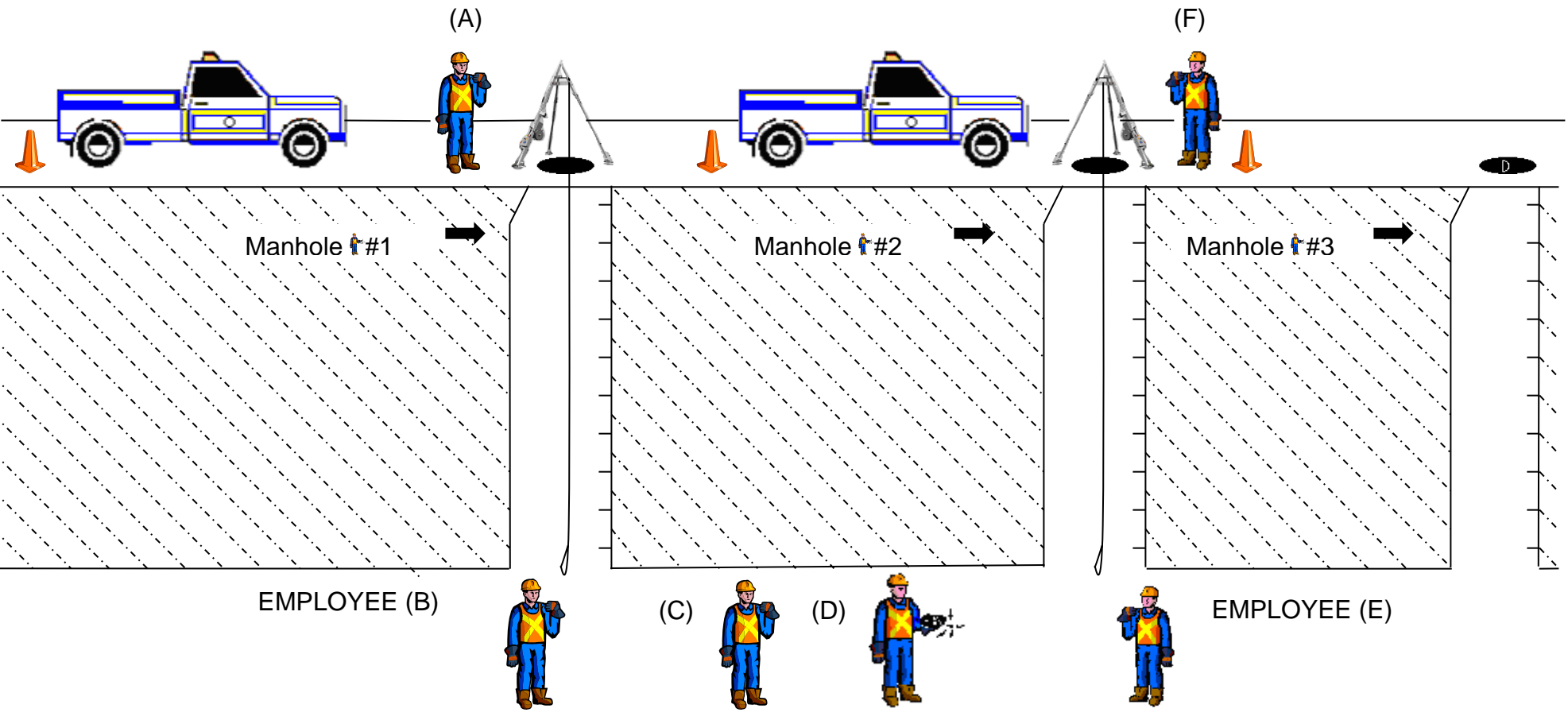
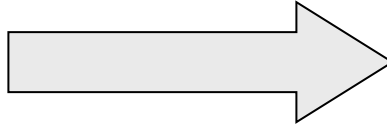
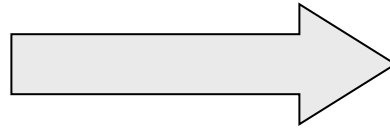


FIGURE 2
CONTINUOUS INSPECTION (3 HOLES – 8 PERSON)

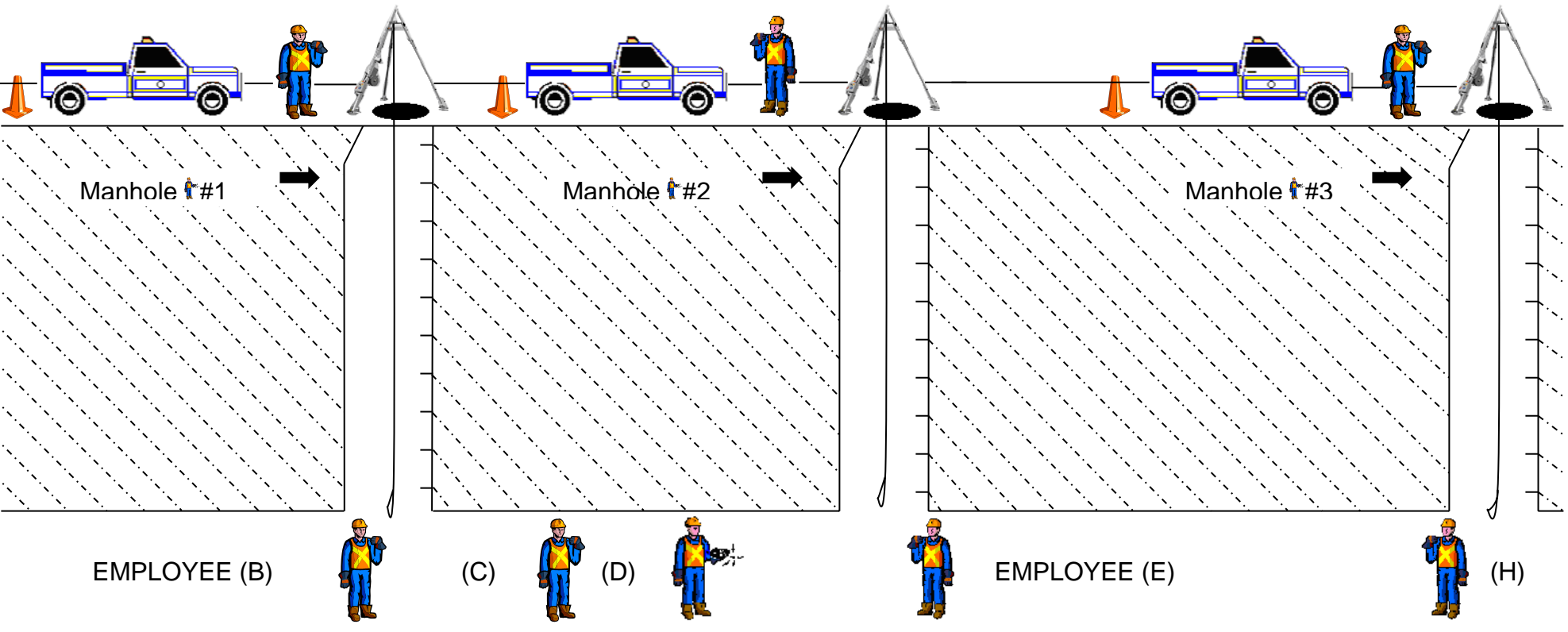
FLOW OF VEHICLE TRAFFIC



(A)

(F)

(G)



MINIMUM EQUIPMENT FOR CONTINUOUS STORM DRAIN INSPECTION

Each truck will be equipped with a warning light, traffic directional board, mobile radio, and the following additional equipment:

1. Respirators

- One, escape breathing apparatus for each person entering a permit required confined space.
- One, self-contained breathing apparatus (SCBA).

2. Monitoring Instruments

- Gas monitors appropriate for the work assignment shall be provided for continuous storm drain inspection.

3. Traffic Cones

- Ten, 28-inch reflector traffic cones

4. Storm Drain Carts

- One, storm drain cart.
A cart for the purpose of transporting an employee through an area too small for the employee to stand.

5. Ladder - 20 ft. Extension (Optional)

- One, fiberglass extension ladder per inspection crew.

6. Tools

1 each	digging bar, 5 foot
1 each	hammer, striking 4 pounds
1 each	lifter, catch basin grate
1 each	lifter, catch basin lid
1 each	lifter, manhole lid, manual
1 each	lifter, manhole lid, easy lift
1 each	pick, railroad
1 each	shovel, round point
1 each	socket set with deep sockets of various sizes

7. Harness

- Full body harness with shoulder and rear dorsal D-ring attachments for all personnel entering a confined space.

8. Emergency Retrieval System

- One, emergency retrieval system equipped with a self-retracting lifeline (SRL) with emergency retrieval capabilities and auxiliary personnel/equipment hoist.

9. First Aid Supply and Biohazard Kit

- One, First Aid Kit.
A monthly inspection shall be taken to determine what items need to be replenished.
- One, Biohazard Kit
- Two, bottles of 32 oz. eye rinse solution

10. Flashlights

All personnel entering a permit-required confined space will be provided with an approved flashlight.

11. Anti-Slip Shoe Devices

- Two, pairs of anti-slip shoe devices.

12. Hearing Protection

- Twelve, pairs of ear plugs.

STORM DRAIN RESCUE PROCEDURE

Before starting any new assignment, the supervisor shall inform the crew about the emergency rescue procedures for that particular job. Each member of the crew shall be assigned a specific task to perform during an emergency. Those employees not involved in the actual rescue shall assist as needed in other areas such as in guiding traffic and looking out for EMA.

It is considered an atmospheric hazard if the gas monitor alarm is sounding. Employees within the vicinity shall put on their escape pack and exit the area.

A. Emergency Rescue Procedure

When at any time there is any questionable action or non-movement by the employee inside, a verbal check will be made. If there is no response, the employee will be removed. Exception: If the employee is disabled due to falling or impact, he/she shall not be removed from the confined space unless there is immediate danger to his/her life. Emergency medical assistance shall be notified immediately, and shall remove the injured employee.

Emergency Rescue Procedures for a Hazardous Atmosphere Rescue

1. Employee(s) assignment within the confined space:

- Put on escape breathing apparatus, and if possible, that of the fallen co-worker, alert the attendant, and evacuate the space.
- Rescue employee(s), don a SCBA, enter the space, move injured employee to the nearest exit.
- Attach retrieval line to injured person when making a rescue through a top opening.
- Communications shall be maintained between the rescuer within the confined space and attendant.

2. Attendant(s) outside the confined space shall:

- Ensure that emergency retrieval equipment is positioned above the manhole opening.
- Provide carts, respirator(s), stretcher, etc., as needed to assist in the rescue operations.
- Operate the emergency retrieval equipment to remove the injured person from the confined space, and proceed with first aid, cardiopulmonary resuscitation, or rescue breathing, as needed.

If the attendant is not the entrant supervisor, he or she must notify entrant supervisor.

NOTE: The attendant shall not leave the area, nor enter the confined space area unless relieved by another attendant.

3. Entrant Supervisor:

- Notify Public Works dispatch of the injury and location of the emergency and request emergency medical assistance (the name of the injured should not be given in radio communication).

Rescue Procedures for a Non-Hazardous Atmosphere Rescue

1. Employee(s) assignment within the confined space:

- Evaluate the downed employee and alert the attendant.
- Perform first aid or CPR as required.
- Assist Emergency Medical Service personnel when they arrive and continue to monitor the work environment.

2. Attendant(s) outside the confined space shall:

- Ensure that emergency retrieval equipment is positioned above the manhole opening.
- Provide carts, respirator(s), stretcher, etc., as needed to assist in the rescue operations.
- Operate the emergency retrieval equipment to remove the injured person from the confined area, and proceed with first aid, cardiopulmonary resuscitation, or rescue breathing, as needed.

If the attendant is not the entrant supervisor, he or she must notify entrant supervisor.

NOTE: The attendant shall not leave the area, nor enter the confined space area unless relieved by another attendant.

3. Entrant Supervisor:

- Notify Public Works dispatch of the injury and location of the emergency and request emergency medical assistance. (the name of the injured should not be given in radio communication).

SUBDRAIN INSPECTION AND MAINTENANCE

Cleanout Only

This section applies to the many different types of sub-drain systems that Stormwater Maintenance is responsible for maintaining.

A Confined Space entry permit for sub-drain vault clean out activities is not required when employees are cleaning a sub-drain with a vactor truck and not entering the sub-drain vault. No employee may break the plane of the sub-drain vault without completing a Confined Space Permit for sub-drain vault general maintenance activities. The following procedural guideline shall be followed:

- Remove bolts and lids.
- Sample the air if the vault is not full of water. This ensures there is not a high concentration of hydrogen-sulfide.
- Use the vactor truck to remove sediment from the vault.
- Replace the lids and bolts.

Cleanout and Maintenance

Entry into a sub-drain vault must be done for inspection and maintenance of the flap gates on a routine basis. Entry into a sub-drain vault is a "Permit-Required" confined space. Completion of the Confined Space Permit for sub-drain vault general maintenance activities is required prior to entry.

A minimum of two employees will be required for sub-drain entry provided that the entrant does not disconnect from the retractable lifeline and stays within the area of the opening. Two employees are needed for sub-drain entries, one entrant and one attendant. If the entrant disconnects from the retractable lifeline, a three-man crew will be required. The third employee serves as a spotter. There may also be the need for an employee to operate the vactor truck or a pump to remove the water.

There are different types, styles, and configurations of sub-drains. The guidelines are as follows:

- Water must be diverted from the sub-drain lid, an alignment scratch mark can be placed on the lid and ring to help align bolt holes when reinstalling the lid. The bolts and lids are removed.
- The vault is cleaned with a vactor truck or it can be pumped out into a water tank or both. A barrier around the manhole is placed to prevent water from entering the vault. When the vault is empty, the atmosphere shall be tested prior to the initial entry and tested continuously while occupied.

- Due to the noise produced by the pumps and the vector truck, hearing protection is required.
- Before the employee enters the sub-drain vault, emergency retrieval equipment must be set over the manhole. The entrant shall be required to use a full body harness, a SCBA, and/or a supplied air line with an egress bottle. The Entrant hooks to the emergency retrieval equipment and enters the sub-drain vault and is handed the tools needed.
- To perform longer maintenance, the subdrain vault can be isolated from possible airborne contamination by installing inflatable plugs in the drains. When the atmosphere is verified to be safe, the entrant may remove the SCBA/supplied air, while performing the work. Prior to removing the plugs from the system, the entrant will don the SCBA/supplied air until exited from the vault.
- When the work is completed, the entrant exits the sub-drain, unhooks the emergency retrieval equipment and removes the SCBA/supplied air.
- All water removed from the vault may be decanted back into the vault.
- The lid(s) and bolts are replaced.

SUBDRAIN RESCUE PROCEDURES

In the event that a rescue is needed, all equipment shall be shut down unless it is being used to prevent water from filling the sub drain vault. Depending upon the injury, the entry supervisor shall contact dispatch to request emergency medical assistance. In all cases requiring a rescue, supervision shall be contacted.

If the employee is still connected to the emergency retrieval equipment and the employee is unable to exit the vault under his own power, the attendant shall operate the emergency retrieval equipment to raise the employee out of the vault. Trained crew members shall attend to his first aid needs.

Atmospheric Hazard Related Rescue

If an employee collapses for an unknown reason and/or the gas monitor alarm is sounding, it is considered an atmospheric hazard. If the employee requiring rescuing has disconnected from the emergency retrieval equipment, another employee shall enter the sub drain vault on supplied air, connect the injured employee to the emergency retrieval equipment and the attendant shall crank the employee out of the vault. The other employee shall exit the vault after the injured employee has been removed. If the second employee is in the vault at the time of injury, he shall don his escape breathing apparatus, attach the retrieval line to the injured employee and exit after the injured employee has cleared the hole.

Non-Atmospheric Hazard Related Rescue

A non-atmospheric hazard related rescue is when an employee is injured and there is no suspected airborne contamination and it is substantiated by the gas monitor. If the injured employee has disconnected from the emergency retrieval equipment, the rescuing employee will enter the vault, attach the emergency retrieval equipment to the injured employee and the attendant shall crank the employee out of the vault. The rescuer then exits the vault and the crew members perform first aid on the injured employee.

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PUMP PLANTS

Each pump plant is unique in its characteristic. Entry into the office area is a confined space. Test for atmosphere before entering. All areas below the catwalks are permit-required confined spaces. See applicable permits for details. Consult with your supervisor for specific characteristics and procedures of individual pump plants.

Access

When access to the sump is by a ladder more than 20 feet in length, emergency retrieval equipment shall be used as fall protection. If the ladder is more than 5 feet in length, emergency retrieval equipment must be nearby for rescue purposes although it may not be needed for entry. Any access to the sump requires all entrants to wear a full body harness.

Sump Cleanout

Sump cleaning requires a minimum of one attendant and one standby employee when either utilizing a vactor truck or removing debris by manual labor. There is a potential exposure to hydrogen sulfide (H₂S) and other hazardous waste; therefore, the sump area has been classified a "Permit-required" confined space.

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PUMP PLANT - SUMP RESCUE PROCEDURE

1. One employee will serve as the attendant at the top of the stairs or the ladder. The attendant may also be stationed at the floor opening that the vactor truck is using as access to the sump. In the event of an emergency the attendant reacts as follows:

Access by Ladder

If the entry to the sump is by ladder, the attendant calls for the vactor truck operator and informs him of the emergency. The vactor truck operator will then shut down the vactor and call for emergency medical assistance by phone or radio. The attendant shall set-up the emergency retrieval equipment for the rescue of the injured employee. The attendant shall not leave the area unless the potential hazard could expose them to a potential injury or harm.

Access by Stairs

If the entry to the sump is by stairs, the attendant calls for the vactor truck operator and informs him of the emergency. The vactor truck operator will shut down the vactor and call emergency medical assistance by phone or radio. The operator then must return and assist the attendant.

2. A second (standby) employee will be stationed at the bottom of the stairs, below the opening in the floor or at the base of the ladder. He monitors the gas meter and has a SCBA with him. The function of the standby is to monitor the entrance and maintain communication between the entrants and the attendant. In case of emergency, the standby employee, dons the SCBA and serves as a rescuer.
3. At least one of the entrants in the sump area shall be carrying a gas meter in the area that the work is being done. This would be at the end of the vactor hose or where the sump is being disturbed. All entrants shall be equipped with an escape breathing apparatus.

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PUMP PLANT PAINTING

This section applies to all Pump Plant painting projects, and precautions that need to be taken before the job begins. Other divisions shall notify Stormwater Maintenance to arrange for entry into all FMD pump plants.

Exposures to high vapor concentrations can produce undesirable symptoms when painting. A Material Safety Data Sheet (MSDS) shall be reviewed before the job is to begin. A MSDS shall be on-site during painting operations.

Painters shall ensure that adequate ventilation is sufficient in the space during work operations. Not all pump plants have large bay doors to ventilate air inside a pump plant. Refer to the Airflow Requirements section for additional ventilation requirements for conducting paint operations.

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RADIO EMERGENCY ASSISTANCE GUIDELINES

The following guidelines are to be used when calling Public Works dispatch for emergency assistance.

If the radio call is after normal working hours, the Stormwater dispatcher may have to be used to reach an operator.

- When calling Public Works dispatch, use the phrase "CODE 3" which stands for "Emergency, act immediately." This alerts the radio operators to give the call top priority.
- Provide the operators the radio number of the vehicle calling.
- Provide the area or city that the call is coming from.
- Provide the location, street address, and cross streets where help is needed.
- Provide the type of emergency and what types of services are needed. This may be the police, paramedics, fire department, or swift water rescue.
- Inform the operator if any Public Works vehicles or employees are involved. (The name of the injured employee should not be given in radio communication).
- Be prepared to give necessary details about the incident.
- Stay near the radio if possible to supply the operators with further information.
- Contact the supervisor or the area yard.
- Supervisor shall contact EHS and/or DSC.

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AIRFLOW REQUIREMENTS

- Forced air mechanical ventilation can be used to control atmospheric hazards within a confined space.
- Control of atmospheric hazards through forced air ventilation does not constitute elimination of the hazards.
- Based on requirements within this manual, an employee may not enter the confined space until the forced air ventilation has eliminated any hazardous atmosphere.
- The forced air ventilation shall be directed to ventilate the immediate areas where an employee is or will be present within the space and shall continue until all employees have left the space.
- The air supply for the forced air ventilation shall be from a clean source and may not increase the hazards in the space.
- Locate the blower at least 5 feet from the opening to prevent re-entry.
- Select the blower based on the volume of the space, number of elbows in the flex hose, and the length of hose and not just on the cubic feet per minute (CFM) on the fan.
- Place the supply air hose near the area of work and never lower than 25 percent of the total height of the space.
- Purge the space for at least ten minutes prior to entry. Longer purge times may be necessary for smaller blowers.
- NIOSH studies recommend 20 air changes per hour for a ventilation rate.
- Supply and local exhaust ventilation may be necessary when welding in a confined space.
- Locate the blower away from generator exhaust, car exhaust, or contaminant sources.

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RESPIRATORS

- I. Respirators shall be inspected and sanitized after each use and inspected monthly. A record of the most recent certification shall be maintained with the respirator. It shall include the inspector's identification, the date, and a respirator identification number.

1. Self Contained Breathing Apparatus

- A Self Contained Breathing Apparatus (SCBA) is a self-contained respirator intended to supply fresh breathing air on demand. A single tank of compressed air, carried on the back, provides the air, and a regulator controls the flow of air to the face mask. Exhaled air is released to the atmosphere.
- A SCBA is designed to protect the wearer with respiratory protection while working in hazardous atmospheres, such as oxygen deficiency and/or inhalation of toxic contaminants.
- When engaged in rescue where protection against a hazardous atmosphere is needed, the employee(s) shall use a SCBA.

2. Supplied Air Respirator

- A supplied air respirator (SAR) or airline respirator provides breathing air through an airline from a source outside the work area. Hazardous atmospheres can be encountered during emergency situations, chemical spills, high concentrations of air contaminants, or the use of materials that have poor warning properties.

3. An Escape Breathing Apparatus

- An Emergency Escape Breathing Apparatus is a small lightweight refillable escape unit to be used in confined spaces, when a gas monitor indicates a hazard, and it may take some time to get to a safe area.
- An Escape Breathing Apparatus is intended for use only during an emergency exit. It cannot be used to enter an area that has a hazardous atmosphere.

4. Air Purifying Respirator

- An air-purifying respirator (APR) means a respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element.
- Air purifying respirators are not designed for use in conditions that are immediately dangerous to life or health and must not be used when entering an area that is oxygen deficient.

II. Inspection and Maintenance of a SCBA

1. Exhalation Valve

- This valve may be tested by visual inspection and by donning the face mask, covering inhalation tube, and inhaling. If the mask is tight on the face and leakage is noted, the valve should be removed for closer inspection.
- Inhalation Tube: Inspect for cracks, punctures, or other openings. This test may be made at the time the exhalation valve is tested.
- Face Piece: Inspect entire mask for general condition, face shield, and all clamps for tightness.
- Air Tank: Inspect tank fittings for leaks.

2. Testing for Leaks

- To test the complete assembly, open the cylinder control valve and the main line control valve on the regulator. Note: the reading on both pressure gauges. Close the cylinder control valve and observe the regulator pressure gauges for a 3-minute period. If the pressure drops more than 100 psi in this period, inspect all fittings and hoses for leaks. Soapy water will aid in detecting leaks. Notify your immediate supervisor if a leak in the system or defective parts are found.

3. Cleaning

- Respirators shall be cleaned and sanitized at least monthly, but weekly for routinely used respirators.
- Soap and water are the only materials needed to clean respirators.
- Respirator equipment shall not be passed from one person to another until it has been cleaned and sanitized.

4. Storage

- When not in use, respirators shall be stored to protect against dust, sunlight, extreme temperatures, excessive moisture, or damaging chemicals.

5. Fit-Testing

- Employees required to use respiratory protection shall not be permitted to have any facial hair that interferes with the sealing surface of the respirator and the face. Refer to Facial Hair Guidelines, Figure 3.

6. Recertification

- SCBA and supplied-air respirator equipment shall be certified per manufacturer recommendation.

7. Training

- Training requirements for use of respirators can be found in the training section of this manual.

FIGURE 3 – Facial Hair Guidelines



The Shade Portions are your respirator seal areas. Facial Hair is not permitted on these portions of the face.

Unacceptable



Full Beard



Goatee & Narrow Mustache



Goatee & Wide Mustache



Extended Side Burns



Full Manchu Mustache



Wide Mustache

Acceptable



MINIMUM TRAINING REQUIREMENT

STORMWATER MAINTENANCE DIVISION CONFINED SPACE TRAINING MATRIX

	Confined Space Training- 8 hour & Refreshers 4 hour	Confined Space Training- In-house	Non-FMD Permit Required Confined Space Tailgate	HAZWOPER- First Responder and Refreshers	Medical Exam No. 2- Confined Space	Medical Exam No. 5- Respirator	SCBA/SA Training and Fit Testing	Respirator Training and Fit Testing	CPR & First Aid Training	In-house Rescue training	Escape Breathing Apparatus Evacuation Training	Gas Meter Training	Traffic Control and Flagging Training
Continuous Inspection Team	R	R		R	R	R	R	O	R	R	R	R	R
Pump Plant Sump Cleanout Crew	R	R			R	R	R		R	R	R	R	O
Sub-drain Maintenance Crew	R	R			R	R	R		R	R	R	R	
Catch Basin Maintenance	R											R	R
All Confined Spaces	R											R	O
San Gabriel Dam Tunnel & Silo	R										R	R	
All Dam Tunnels {PRCS areas}	R	R			R	R	R		R	R	R	R	
Non SWMD personnel not regularly assigned to work in confined spaces			R								R		

R = required

O = optional

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TRAINING REQUIREMENTS

1. Confined Space Training

- Initial - 8 hours
 - All employees working in Confined Spaces are required to attend an 8-hour training course.
- Refresher - 4 hours
 - A refresher course is required every 5 years, when recommended by the EHS office, when regulations change or when a supervisor deems it is necessary.

2. Confined Space Training In-house

- This training is to supplement the training provided by EHS and their vendor. It covers the actual procedures for Stormwater Maintenance Division's confined spaces, work, and safety procedures.
- The In-House Confined Space Training form shall be completed as the training is conducted and retained to verify the employee received the training.

3. Non-SWMD Permit-Required Confined Space Tailgate

- This training is intended to introduce the hazards of a Stormwater Maintenance Division confined space to an employee not assigned to FMD.
- The training shall be done by a Public Works Crew Leader or above and shall cover the items addressed on the Permit Required Confined Space Tailgate for Non-SWMD Personnel.
- Everyone entering the confined space shall sign that they have received this tailgate training on the specifics of the individual confined space. They shall also be listed on the entry permit as entrants.

4. HAZWOPER-First Responder Operational Level and Refresher

- Due to the nature of the Stormwater Control channel and storm drain system, crews are often called to assist agencies in Hazardous Material spills. Sometimes FMD crews are first on site to these spills. Subsequently, the division requires HAZWOPER First Responder Operational Level training for employees responding to spills and to allow them to work in a defensive manner to control the spread of hazardous materials. This training establishes the procedures and limitations FMD employees can do to protect themselves, the public, and the environment. These procedures are outlined in the Stormwater Maintenance Division Hazardous Materials Emergency Response Procedures.

- The initial training is 8-hour. Annual refresher training is 4-hour.

5. Medical Exam No. 2 - Confined Space

- All employees who work in a confined space are required to have this exam.
- The examination is required initially and every 2 years thereafter.

6. Medical Exam No. 5 – Respirators

- All employees who are required to wear a respirator; such as a SCBA or APR, as part of their job duties are required to have this exam.
- Employees shall receive the exam before the initial fit-testing and whenever the following trigger events occur:
 - An employee reports medical signs or symptoms related to respirator use.
 - A supervisor observes the employee to have medically-related problems when using the respirator.
 - There is a change in an employee's workplace conditions (e.g., physical work effort, protective clothing, or temperature) that results in a substantial increase in the physiological burden placed on the employee.
 - There is a change in an employee's job duties to such an extent that an employee who was previously using an air-purifying respirator must now use a self-contained breathing apparatus.

7. SCBA/SA Training and Fit-Testing

- All employees who use SCBA/SA system are required to attend initial/annual SCBA/SA training and fit testing.

8. Respiratory Training and Fit-Testing

- All employees are required to attend initial/annual Respiratory training and fit-testing.

9. CPR and First Aid Training

- Each member of the team should be trained in basic first-aid and in cardiopulmonary resuscitation (CPR). At least one member of the rescue team shall have a current certification in first aid and CPR.

10. In-House Rescue Training

- Each member of the team shall practice making permit space rescues at least once every 12 months, by means of simulated rescue operations in which they remove dummies, manikins, or actual persons from the actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which rescue is to be performed. Continuous storm drain inspection crews conduct rescue drills every six months.

11. Escape Breathing Apparatus Training

- Any employee who may have to use the Escape Breathing Apparatus shall be given a tailgate level training on the particular unit. This training will follow the manufacturers requirements in the owners/operators manual and shall include at a minimum, inspections, how to properly use the apparatus and its limitations.
- Employees are not required to receive respirator training or fit testing and are not required to be clean shave to wear these escape breathing apparatus.

12. Gas Monitor Training

- All employees using gas monitors shall be trained in how to properly use the meter.
- Initial gas meter training should be provided by a manufacturers trained representative and be model specific.
- Subsequent gas meter training for employees can be conducted by a FMD employee who is knowledgeable in the daily operation of the gas meter and was originally trained by the manufacturer's representative.

13. Traffic Control and Flagging Training

- All employees who work in or around traffic are required to attend Traffic Control and Flagger training initially.
- The initial 8-hour training is required one-time. A refresher course is required when recommended by the EHS office, when regulations change or when a supervisor deems it necessary.

14. Fall Protection Training

- Supervisors shall be trained as a Fall Protection Competent Person. The initial 32-hour training is required one-time and a 16-hour refresher is required every two years.
- Employees should be trained in Worker at Heights or trained in fall protection equipment as part of the confined space training.

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SIMULATED RESCUE DRILLS

- Every member of the crew including alternates who work on a continuous storm drain inspection crew shall participate in making simulated rescue drills every six months.
- Other regular routine operations shall conduct rescue drills annually (i.e.; Pump Plant Sump cleanout).
- Non-routine work in a permit-required confined space shall have rescue drills prior to starting work. (i.e.; General maintenance or sub-drain vault.)

Simulated rescue drills shall include removing mannequins or actual persons from a representative permit-required space.

The SWMD DSC shall be notified of scheduled dates and times for the simulated rescue drills.

Documentation of simulated rescue drills using the supplied form shall be recorded and kept on file with the training records.

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RECORD KEEPING

The following documents shall be maintained at the yards for a period of three years:

1. Sign-in sheets for both "Confined Space" and "Permit Required" areas.
2. Confined Spaces Tailgates.
3. Maintenance records on safety equipment and gas monitoring instruments.
4. Monthly equipment inspection sheet.
5. Records shall be kept at FMD yards for employees who work in confined spaces and had training in:
 - a. CPR and First Aid
 - b. Gas Monitor Operation
 - c. In-house Confined Space training
6. Simulated Rescue Drills.
7. Records shall be kept at EHS for employees who had training in:
 - a. Confined Space
 - b. HAZWOPER training
 - c. Traffic Control training
 - d. Respiratory Protection training
 - e. Fall Protection training (Competent Person and Worker at Heights)
 - f. Medical Exam Records

Incident Records

In the event of an employee exposure to levels above the permissible exposure limits (PEL), and after all employees have been evacuated, a print out from the meter's days events shall be printed and attached to the permit for documentation of the incident. The supervisor or entrant supervisor then must write on the entry permit (comment section) the time, location, the names of exposed employees, and the description of the incident.

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APPENDIX I – FORMS

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION
GAS MONITOR TRAINING

Division: Stormwater Maintenance Yard: _____

Date: _____ Time: _____ Location: _____

Supervisor conducting training: _____ Title: _____

Type of gas monitor: _____

Make: _____

Model: _____

Topics covered

ATTENDANCE:

	Print Name	Signature	Job Title

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION
SIMULATED RESCUE DRILL

Division: Stormwater Maintenance Yard: _____
Date: _____ Time: _____ Location: _____
Supervisor conducting drill: _____ Title: _____

Brief summary of rescue drill: _____

Equipment used: _____

ATTENDANCE:

	Print Name	Signature	Job Title

Employee Safety

Recommendations: _____

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION
ESCAPE BREATHING APPARATUS TRAINING

Division: Stormwater Maintenance Yard: _____

Date: _____ Time: _____ Location: _____

Supervisor conducting training: _____ Title: _____

Brief summary of the training: _____

Equipment used: _____

ATTENDANCE:

	Print Name	Signature	Job Title

Recommendations: _____

Employee Safety

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION

SCBA INSPECTION CHECKLIST

Serial No.: _____

Location: _____

PW No.: _____

DATE INSPECTED	CYLINDER PRESSURE	CALIBRATION DATE	REGULATOR SERIAL NO.	FACEPIECE & BREATHING TUBE CONDITION	OVER-ALL CONDITION	CONNECTIONS SECURE	CLEAN AND SANITIZED	REMARKS	INSPECTED BY (first initial and last name)

Comments: _____

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION

ESCAPE BREATHING APPARATUS INSPECTION LOG

MO/YR	CYLINDER SERIAL NO.	REGULATOR SERIAL NO.	HYDRO DATE	CYLINDER PRESSURE	CYLINDER SIZE	CONDITION/COMMENTS	INSPECTED BY

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION

SUPPLIED AIR RESPIRATOR INSPECTION LOG

Serial No.: _____ Location: _____ PW No.: _____

DATE INSPECTED	CYLINDER PRESSURE	CALIBRATION DATE	REGULATOR SERIAL NO.	FACEPIECE & BREATHING TUBE CONDITION	OVER-ALL CONDITION	CONNECTIONS SECURE	CLEAN AND SANITIZED	REMARKS	INSPECTED BY (first initial and last name)

Comments: _____

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION

GRADE "D" BREATHING AIR CYLINDERS INSPECTION LOG

MO/YR	CYLINDER SERIAL NO.	CYLINDER NO.	HYRDRO DATE	CYLINDER PRESSURE	CYLINDER SIZE	CONDITION/ COMMENTS	INSPECTED BY

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION

SUPPLIED AIR SYSTEM REGULATOR INSPECTION LOG

MO/YR	REGULATOR SERIAL NO.	REGULATOR NO.	CERTIFICATION DATE	CHECK GAUGES	CONDITION/COMMENTS	INSPECTED BY

Comments:

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION**

**INDUSTRIAL SCIENTIFIC CORPORATION
ATMOSPHERIC METERS**

MODEL TMX 412

BUMP TESTING

Gas detection instruments are potential life-saving devices. Recognizing this fact, Industrial Scientific Corporation recommends that a functional (“bump”) test be performed on every instrument prior to each days use. A functional test is defined as a brief exposure to the monitor to a concentration of gases in excess of the lowest alarm set-point for each sensor for the purpose of verifying sensor and alarm operation and is not intended to be a measure of the accuracy of the instrument.

Industrial Scientific recommends that a full instrument calibration be performed using a certified concentration of gases monthly to ensure maximum accuracy. If an instrument fails to operate properly following any functional “bump” test, a full instrument calibration should be performed prior to use.

When you bump test or field calibrate the meter, you must record it on a bump test record sheet. This information has to be kept on file for a period of three years.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION

BUMP TEST RECORD SHEET

BUMP TESTING IS MANDATORY PRIOR TO EACH DAYS USE.
THIS BUMP TEST RECORD SHEET MUST BE KEPT ON FILE FOR A PERIOD OF
THREE YEARS.

BUMP TESTING WILL NOT CALIBRATE YOUR METER.

BUMP TESTING IS FOR THE PURPOSE OF VERIFYING SENSOR AND ALARM
OPERATION AND IS NOT INTENDED TO BE A MEASURE OF THE ACCURACY
OF THE INSTRUMENT.

**Check CO, H2S, O2, and LEL BOXES, IF INDIVIDUAL SENSORS ARE
VISUALLY ALARMING.** IF ONE OR MORE SENSORS ARE NOT FLASHING IN
ALARM MODE THEN THE METER MUST BE CALIBRATED. ONLY WRITE YES IN
THE CAL BOX IF THE METER IS FIELD CALIBRATED.

SERIAL NO.	DATE	TIME	LOCATION	CO ALARM	H2S ALARM	O2 ALARM	LEL ALARM	CAL YES/NO	USER INITIAL

PERMIT REQUIRED CONFINED SPACE TAILGATE FOR NON-FMD PERSONNEL

An expanded tailgate meeting shall be held prior to entry into a permit required confined space in which non-SWMD personnel will be entering the confined space.

This tailgate meeting will cover the following topics:

1. The hazards associated with confined spaces:
 - Atmosphere
 - Engulfment
 - Insects, vermin, snakes
 - Limited ingress and egress
 - Slip hazard
 - Claustrophobia
2. The proper use of fall protection/rescue equipment:
 - Full body harness
 - Emergency retrieval equipment
 - Dorsal D-ring
3. The use of gas monitors:
 - Purpose
 - Sample procedure
 - Alarm procedure
4. The use of escape breathing apparatus:
 - Unpack unit
 - Turn on air
 - Don the hood

5. Emergency procedures:

- **FOLLOW SWMD PERSONNEL DIRECTIONS**
- Provide site specific instructions
- Evacuate confined space in an orderly manner

6. Complete sign-in sheet

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION

PERMIT REQUIRED CONFINED SPACE TAILGATE FOR NON-SWMD PERSONNEL

Division: Stormwater Maintenance Yard/Area/District: _____

Date: _____ Time: _____ Location: _____

Supervisor Conducting
Tailgate: _____ Title: _____

An expanded tailgate meeting was held and the personnel listed below have received instructions in the following topics:

1. Confined space hazards
2. The proper use of emergency retrieval equipment
3. The use of a gas monitor
4. The use of an escape breathing apparatus
5. Emergency procedures

ATTENDANCE:

	Print Name	Signature	Job Title	Division/Company
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION

IN-HOUSE CONFINED SPACE TRAINING

Date: _____

Location: _____

Employee Name: _____
(print)

Employee No: _____

The above employee has received in-house confined space training in the following areas.

	Trainee Initial
1. Confined Space Manual	
2. General Hazards Associated with Confined Space Entry	
3. Operating Procedures	
4. Permit System	
5. Rescue Procedures	
6. Personal Protective Equipment	
7. Gas Monitoring Equipment	
8. Fall Protection Equipment	
9. Escape Breathing Apparatus	
10. Traffic Control, if applicable	

Training conducted by: _____ Signature: _____ Date: _____
(print)

Trainee Signature: _____ Date: _____

APPENDIX II - PERMITS

The following types of permits are valid for use during the 2007 calendar year. Individual copies are included.

A. "Confined Spaces"

1. Catch Basins
2. Cogswell Dam Water Filtration System Chambers
3. Enclosed Sections of Open Channel
4. Injection Well Vaults
5. Pump Plants
6. Pressure Reducing Station
7. San Gabriel Dam Tunnel
8. San Gabriel Dam Hydroelectric Silo Unit No. 1
9. Trenches and/or Excavations
10. Big Dalton Dam Arches

B. "Permit-Required" Confined Spaces

- | | |
|--|--|
| 1. Pump Plants | - sump activities |
| 2. Various Facilities | - hotwork (welding)
- generic confined space permit |
| 3. Storm Drains | - continuous inspections
- spot inspections
- general maintenance activities |
| 4. Subdrain Vaults | - general maintenance activities |
| 5. Catch Basins | - general maintenance activities |
| 6. CDS/Low Flow Diversion Vault | - general maintenance activities |
| 7. Debris Basin Tower | - general maintenance activities |
| 8. Dams Tunnel, Vault, and area below Catwalks | - general maintenance activities |

Each October the areas will be responsible to review their particular permits and suggest changes. These changes will be submitted to the FMD Divisional Safety Coordinator who will review and incorporate the changes as necessary.

"Confined Space" sign-in sheets posted at permanent Stormwater facilities are valid for a year, however, each month a new sign-in sheet shall be posted. A copy will be kept on file.

"Permit-Required" entry permits will be authorized for individual work assignments by the Construction Superintendent or Stormwater Control Construction Supervisor. A new permit is required for each new project.



COUNTY OF LOS ANGELES PUBLIC WORKS

EXHIBIT G

STORMWATER MAINTENANCE DIVISION

VAULT INSPECTION AND REPAIR CHECKLIST

Use this checklist to perform visual inspection of the components noted below. Any other conditions observed which are not on the checklist should be described under "Other Conditions".

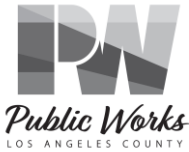
CHANNEL NAME: _____
VAULT OR CHANNEL WALL OUTLET _____
STATION NUMBER: _____
PUBLIC WORKS REPRESENTATIVE: _____ DATE INSPECTED: _____
COMPANY REPRESENTATIVE: _____ DATE WORK COMPLETED: _____

COMPANY REPRESENTATIVE'S SIGNATURE

By signing this document, the Company (through Company's Representative) confirms the repair work has been completed per standards set in the scope of work.

MANHOLE RING AND COVER	NUMBER BROKEN	NUMBER NOT REPAIRED	NUMBER MISSING	NUMBER REPLACED or INSTALLED
Manhole Covers (M.5.e)				
Manhole Ring Serviceable Covers (M.5.e)				
Lifting Hole Installed (M.5.e)				(YES/NO)
Locking Devices Installed (M.5.e)				(YES/NO)
STEPS				
FLAP GATES				
Internal Flap Gates (M.5.g)				
External Flap Gates (M.5.g)				
Wall Lateral Flap Gate (M.5.g)				
Flap Gate Screws (M.5.g)				
SUBDRAIN GATE BOX ASSEMBLY				
SUBDRAIN LATERALS CHECK	LENGTH CLEANED (feet)	LENGTH VIDEOED (feet)	BLOCKAGE LOCATION FROM OUTLET (feet)	BLOCKAGE CLEARED
VAULT LATERAL CHANNEL WALL LATERAL				
Longitudinal Laterals				(YES/NO)
Perpendicular Laterals				(YES/NO)

Depth of Material in Vault: _____ (feet) Project No. (By Public Works): _____
Org. Cost Account (OCA) (By Public Works): _____ Task Order (By Public Works): _____
Other Conditions: _____



COUNTY OF LOS ANGELES PUBLIC WORKS
STORMWATER MAINTENANCE DIVISION

EXHIBIT H

**Closed Circuit Television Video Inspection
&
Industrial Vacuum Cleaning & Jetting Services**

Co. Name _____ Date Submitted _____

Co. Representative _____

Co. Mailing Address _____

City _____ State _____ Zip Code _____

Approval Number _____

Project Number (PCA) _____

Org Number (OCA) _____

Task Code
(User Code 1) _____

Job Name/Location _____

By signing this document, the contractor and/or his
representative confirm that they agree with the total hours
worked for this day/week

Signature of Contractor's Representative

Name of Department Supervisor

Signature of Department Supervisor

Hours
per Day

Day

Date

Type of Equipment/Labor

Total
Hours

Down
Time

Net
Hours

SUN

Industrial Vacuum Cleaner Unit

Industrial Rodding/Jetting Unit

MON

Industrial Vacuum/Jetting Combo Unit

Water Truck 4,000 Gallons

TUE

Crane Truck

Tanker Truck w/Pump

WED

Confined Space Blower

Support Utility Vehicle

THU

Video Camera Inspection Unit

Laborer

FRI

Confined Space Laborer

Supervisor

SAT

Truck Driver

High Powered Vacuum & Long Reach
Jetting Combo Unit

**Sub-drain Vacuum/Jet Clean Rates
(South Area Only)**

**Total
LF/EA**

Sub-drain Vaults (Each)

Sub-drain Perforated Pipe (LF)

White Copy - Contractor

Yellow Copy - User Division

**SUBDRAIN VAULT
 CONFINED SPACE ENTRY PERMIT FOR GENERAL MAINTENANCE ACTIVITIES
 COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
 FLOOD MAINTENANCE DIVISION**

THIS PERMIT APPLIES TO SUBDRAIN VAULT GENERAL MAINTENANCE ACTIVITIES. CONSTRUCTION SUPERINTENDENTS OR FLOOD CONTROL CONSTRUCTION SUPERVISORS ARE RESPONSIBLE FOR AUTHORIZING ENTRY INTO THE VAULTS. THE ENTRANCE SUPERVISOR IS RESPONSIBLE FOR SUPERVISING ENTRY INTO SUBDRAIN VAULTS AND COMPLETING THIS PERMIT. THIS PERMIT DOES NOT APPLY TO OTHER MAJOR MAINTENANCE WORK EXPECTED TO PRODUCE AIRBORNE HAZARDS. ADDITIONAL ENTRY PERMITS MUST BE AUTHORIZED BY THE CONSTRUCTION SUPERINTENDENT OR FLOOD CONTROL CONSTRUCTION SUPERVISOR TO PERFORM SUCH OTHER MAJOR MAINTENANCE WORK IN SUBDRAIN VAULT.

AN ATTENDANT MUST BE IN PLACE TO MONITOR THE SAFETY OF VAULT ENTRANTS AND ORDER EVACUATION IF HAZARDOUS CONDITIONS ARISE. THE ATTENDANT MUST MAINTAIN COMMUNICATION WITH THE ENTRANTS AT ALL TIMES.

POTENTIAL ATMOSPHERIC HAZARDS OF SUBDRAIN VAULT CAN INCLUDE THE FOLLOWING:

GAS/VAPOR	POTENTIAL CAUSE (S)/SOURCE (S)	HAZARD	ACCEPTABLE LEVEL
OXYGEN (O ₂) DEFICIENCY	DECOMPOSING SEDIMENT; RUSTING OF METAL; DISPLACEMENT BY OTHER GASES/VAPORS, I.E.. METHANE, AND INERT WELDING/CUTTING TORCH GASES; HUMAN CONSUMPTION; COMBUSTION PROCESSES (WELDING/CUTTING TORCH, INTERNAL COMBUSTION ENGINE)	SUFFOCATION	GREATER THAN 19.5%
OXYGEN (O ₂) ENRICHMENT	LEAKING WELDING/CUTTING TORCH OXYGEN CYLINDERS	EXPLOSION	LESS THAN 23.5%
FLAMMABLE GASES/VAPORS	METHANE FROM DECOMPOSING SEDIMENT IN SUMP AND GAS/OIL-BEARING GEOLOGICAL FORMATIONS; HAZARDOUS MATERIAL RELEASE TO SUMP	EXPLOSION	LESS THAN 10% OF THE LOWER FLAMMABLE LIMIT (LFL)
HYDROGEN SULFIDE (H ₂ S)	DECOMPOSING SEDIMENT, ESPECIALLY WHEN DISTURBED DURING CLEANING/PUMPING; GAS/OIL-BEARING GEOLOGICAL FORMATIONS	RESPIRATORY ARREST	LESS THAN 10 PPM
CARBON MONOXIDE (CO)	VEHICLE TRAFFIC; WATER PUMPS; VACUUM TRUCKS	SUFFOCATION	LESS THAN 25 PPM
OTHER TOXIC CONTAMINANTS	HAZARDOUS MATERIAL RELEASE	UNKNOWN UNTIL MATERIAL IS IDENTIFIED	UNKNOWN UNTIL MATERIAL IS IDENTIFIED

AIR TESTING FOR OXYGEN, LOWER FLAMMABLE LIMIT, HYDROGEN SULFIDE, AND CARBON MONOXIDE IS REQUIRED PRIOR TO AND DURING ALL ENTRIES INTO SUBDRAIN VAULTS. THE AIR MUST BE CONTINUOUSLY TESTED WHILE EMPLOYEES ARE IN THE SUBDRAIN VAULT. AIR TESTING RESULTS MUST BE RECORDED PRIOR TO EACH SUBDRAIN ENTRY AND EVERY 30-MINUTES THEREAFTER IF IN THE SAME VAULT. BLOWERS SHALL BE USED IF NECESSARY TO CONTROL HAZARDOUS ATMOSPHERIC CONDITIONS. DO NOT ENTER A SUBDRAIN VAULT AND CONTACT THE CONSTRUCTION SUPERINTENDENT OR FLOOD CONTROL CONSTRUCTION SUPERVISOR IF HAZARDOUS ATMOSPHERIC CONDITIONS CANNOT BE CORRECTED WITH BLOWERS OR IF A HAZARDOUS MATERIAL RELEASE IS SUSPECTED IN THE SUBDRAIN SYSTEM.

ENTRANTS MUST USE FULL FACE SUPPLIED AIR RESPIRATORY PROTECTION, A HARNESS, AND EMERGENCY RETRIEVAL EQUIPMENT. ENTRY INTO SUBDRAINS IS NOT PERMITTED UNTIL THE WATER LEVEL HAS BEEN PUMPED AS LOW AS POSSIBLE. AT LEAST ONE SCBA MUST BE ON-SITE DURING MAINTENANCE ACTIVITIES IN THE EVENT OF A RESCUE.

IN THE EVENT OF A RESCUE, THE ATTENDANT SHALL IMMEDIATELY CALL THE DISPATCH RADIO OPERATOR TO SUMMON EMERGENCY MEDICAL ASSISTANCE. ONLY PERSONNEL WHO ARE AUTHORIZED, TRAINED, AND EQUIPPED TO PERFORM RESCUE MAY DO SO. THE ATTENDANT MAY PERFORM RESCUE ONLY IF REPLACED BY ANOTHER ATTENDANT.

HEARING PROTECTION MUST BE USED WHENEVER VACUUM TRUCKS OR OTHER SOURCES ARE GENERATING NOISE LEVELS IN EXCESS OF 85 DECIBELS.

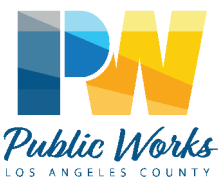
**SUBDRAIN VAULT
CONFINED SPACE ENTRY PERMIT FOR GENERAL MAINTENANCE ACTIVITIES**

CHECK OFF COMPLETED TASKS AND PROVIDE COMMENTS AS INDICATED. ENTER "N/A" FOR TASKS THAT DO NOT APPLY OR ARE NOT REQUIRED FOR THE GIVEN SITUATION. THIS PERMIT IS VALID FOR ONE DAY ONLY. THIS RECORD WILL BE MAINTAINED ON FILE. PLEASE PRINT LEGIBLY.

ENTRANCE SUPERVISOR NAME:	SIGNATURE:
AUTHORIZED ENTRANTS:	
DATE:	

SAFETY AND HEALTH PRECAUTIONS						
	COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED
SUBDRAIN						
START TIME						
ATTENDANT						
GAS MONITOR SERIAL NUMBER						
AIR TESTING RESULTS PRIOR TO SUBDRAIN ENTRY	O2 (%): LEL (%): H2S (PPM): CO (PPM):	O2 (%): LEL (%): H2S (PPM): CO (PPM):	O2 (%): LEL (%): H2S (PPM): CO (PPM):	O2 (%): LEL (%): H2S (PPM): CO (PPM):	O2 (%): LEL (%): H2S (PPM): CO (PPM):	O2 (%): LEL (%): H2S (PPM): CO (PPM):
MANHOLE ENTRANCE ISOLATED AND SUBDRAIN PUMPED OUT AS NECESSARY						
BLOWER (S) USED TO SUPPLEMENT VENTILATION						
ENTRANT USING FULL FACE SUPPLIED AIR RESPIRATOR AND EMERGENCY RETRIEVAL EQUIPMENT						
SCBA AVAILABLE FOR RESCUE						
COMMUNICATION MAINTAINED WITH ENTRANT						
HEARING PROTECTION USED WHEN NEEDED						
AIR TESTING RESULTS EVERY 30-MINUTES AFTER ENTRY	TIME O2 (%): LEL (%): H2S (PPM): CO (PPM):	TIME O2 (%): LEL (%): H2S (PPM): CO (PPM):	TIME O2 (%): LEL (%): H2S (PPM): CO (PPM):	TIME O2 (%): LEL (%): H2S (PPM): CO (PPM):	TIME O2 (%): LEL (%): H2S (PPM): CO (PPM):	TIME O2 (%): LEL (%): H2S (PPM): CO (PPM):
STOP TIME						
PROBLEMS ENCOUNTERED DURING ENTRY. USE SEPARATE SHEET AND NOTE HERE.						

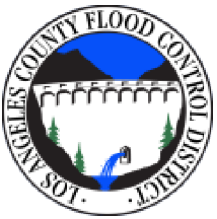
REVIEWED BY:	DATE:
COMMENTS:	



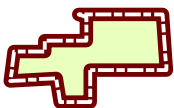
LOS ANGELES COUNTY

Stormwater Maintenance Division East Area

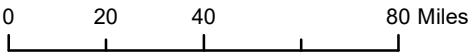
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT BOUNDARY



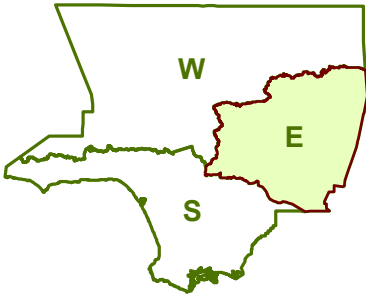
Stormwater Maintenance Division

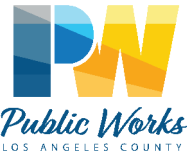


East Area



LACFCD





LOS ANGELES COUNTY

Stormwater Maintenance Division South Area

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT BOUNDARY

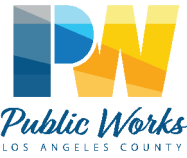


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

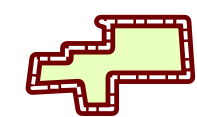
LOS ANGELES COUNTY

Stormwater Maintenance Division West Area

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT BOUNDARY

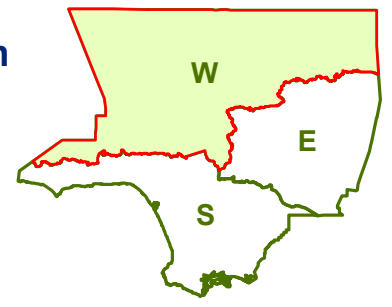


Stormwater Maintenance Division



West Area

LACFCD



0 20 40 80 Miles

Sources: Esri, HERE, Garmin, USGS, Intermap, INC, OpenStreetMap contributors, and the GIS User Community

CCTV Inspection

Guidelines for Acceptance of Sewers

JANUARY 2015

Los Angeles County
Sewer Maintenance Division,
Consolidated Sewer Maintenance
District

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Technical Specifications

1. GENERAL DESCRIPTION OF THE WORK

- 1.1 The CCTV inspection work must be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations.

2. WORK AND MATERIALS PROVIDED BY THE

CONTRACTOR GENERAL:

- 2.1 The Contractor shall provide all required traffic control, including warning lights and traffic cones, as needed or required in accordance with the Watch Manual, as well as any city-required traffic plans.

- 2.2 The Contractor shall obtain all permits required by the local jurisdiction.

SEWER INSPECTION:

OPERATORS

- 2.3 Video inspection shall be performed by a certified NASSCO PACP trained operator.

EQUIPMENT

- 2.4 The Contractor's CCTV equipment shall include video cameras, a video monitor cable, power sources, and all equipment necessary to perform a CCTV inspection as outlined in this Technical Specifications.
- 2.5 The cameras shall meet Cal-OSHA requirements for operating in the sanitary sewer environment.
- 2.6 The cameras shall have Pan-and-Tilt capabilities, and shall have a minimum of 360 x 270 degree rotation and illumination sensitivity shall be three lux or less and provide a minimum of 460 lines of resolution. The focal distance shall be adjustable through a range from 25 mm (1 inch) to infinity.
- 2.7 During CCTV inspection, lighting intensity shall be adjusted to minimize glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered.

- 2.8 All camera systems shall be able to navigate around minor objects, roots, and debris. The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the sewer conditions.
- 2.9 The camera cable shall be retracted to remove slack and to ensure an accurate footage reading.
- 2.10 The distance shall be measured between the exit of the start manhole and the entrance of the finish manhole for a true measurement of the length of the pipe segment, as required by PACP. It shall be recorded in standard units and the video display readout shall display units to one-tenth of a foot.
- 2.11 The cable footage-counter shall be accurate to plus or minus 2 feet per 1,000 feet.
- 2.12 Video inspection and reporting shall be submitted in a NASSCO compatible format.
- 2.13 The camera lens shall be kept clear of condensation and debris during the CCTV inspection.

OBSERVATIONS

- 2.14 All observations and defects shall be documented in a database and shall include digital video recording and digital photographs as defined in Sections 2.24 and 2.25.
- 2.15 Each video clip and photograph provided shall correspond to inspection data in the database, and each set of inspection data listed in the database shall be properly linked to the appropriate video clip and photos.
- 2.16 All observations shall be selected from a standard table of descriptions incorporated in the inspection reporting software, as required by PACP. Any additional comments regarding the observation shall be indicated in the remarks box.
- 2.17 The severity of each defect or observation shall be recorded and rated according to the PACP method.
- 2.18 All observations shall be recorded using PACP codes as outlined in NASSCO's PACP Reference Manual, and in this document.

2.19 Video

- 2.19.1 The Contractor shall make a continuous color digital recording in MPEG 4 format for each pipe segment inspected, unless specified by CSMD.
- 2.19.2 Video files shall have a minimum resolution of 352 x 240 pixels and an interlaced frame rate at a minimum of 24 frames per second.
- 2.19.3 Audio reporting will be avoided to prevent inconsistent operator subjectivity.
- 2.19.4 Video inspection will not exceed a traverse rate of 30 feet per minute.
- 2.19.5 The Contractor shall pause the digital recording at any time there is a delay in the inspection and restart the digital video recording in the same digital file. The pause shall in no way affect, freeze, or interrupt the replay of the video and shall not close the video file during the inspection.
- 2.19.6 Each pipe segment (manhole to manhole) shall be identified with an initial text screen and completed in accordance with PACP's CCTV inspection form header Instructions and shall be as follows:

<u>Line</u>	<u>Number & Description</u>
Line 1:	Surveyed By
Line 2:	City
Line 3:	Street
Line 4:	Location Code*
Line 5:	Weather*
Line 6:	Direction of Survey
Line 7:	Use of sewer*
Line 8:	Pipe Material
Line 9:	Pipe Diameter/Height
Line 10:	Pipe Length (on plans)
Line 11:	Start Manhole Number
Line 12:	End Manhole Number
Line 13:	Pipe ID (PSR or MMS #)
Line 14:	Inspection Time/Date

Line items noted with an asterisk (*) are optional depending on the line capacity of the text overlay equipment.

- 2.19.7 This data must completely match the data entered in the database header information.

2.19.8 The initial text screen shall appear no more than 15 seconds at the beginning of the video footage, and shall appear before the 360 degree pan of the starting manhole.

2.19.9 During the CCTV inspection, the video shall show the following text at all times:

Line Number Description

Line 1:	City
Line 2:	Street/ Start Manhole Number/ Direction of Inspection/ End Manhole Number
Line 3:	Pipe Material / Pipe Size
Line 4:	Inspection Time/Date/Running Total

2.19.10 During the CCTV inspection, the camera shall stop at all defects and significant observations to ensure a clear and focused view of the pipe condition and shall rotate the camera head at the defect to allow for adequate evaluation at a later time.

2.19.11 All defects and significant observations shall include a text overlay of the recorded observation.

2.19.12 The video recording shall include on-screen observation text for every observation recorded in the database, including AMH, in addition to the text in Section 2.24.9.

2.19.13 The naming of the video file shall consist of the "FROM MANHOLE STATION NUMBER", "TO MANHOLE STATION NUMBER", and the eight digit inspection date, as shown in the following example, or as pre-approved by CSMD:

0+00_3+45_20050101.mp4
(FromMHStation_ToMHStation_YYYYMMDD)

Note: "Manhole Station Number" may consist of survey station numbers as indicated on the design plans.

2.20 Photographs

2.20.1 Digital photographs in JPEG format shall be made of all recorded defect observations. These photographs will be computer generated with the use of the inspection reporting system software.

2.20.2 JPEG images shall be captured at a minimum resolution of 640x480 pixels.

2.20.3 At a minimum, all photographs shall be named consisting of the following descriptions: "FROM MANHOLE STATION NUMBER", "TO MANHOLE STATION NUMBER", eight digit inspection date,

and the defect 'station' location along the pipe. It is in the Contractor's discretion as to additional data information that may be needed in the naming of the files to make each file unique within the file naming constraints of their inspection software.

0+00_3+45_20050101_125_A.jpg
(FromMHStation_ToMHStation_YYYYMMDD_Defect
Position_UniqueData)

2.20.4 Any additional information shall be included after the mandatory info specified above. The naming convention shall be consistent throughout the project.

2.20.5 A minimum of TWO photographs of each defect shall be taken, one with a perspective view and one with a close-up view.

2.20.6 ONE photograph is required for each lateral connection looking directly at the connection and each AMH observation from the bottom of the manhole looking up.

2.21 Additional Inspection Procedures

2.21.1 Bulkheads shall be removed along the entire segment of the sewer line from manhole to manhole. Otherwise, the segment is considered incomplete.

2.21.2 A full 360 degree pan of all manholes is required. This video footage shall occur at the beginning of each pipe segment survey inspection from the bottom of the manhole panning up the manhole shaft. The Contractor shall cover the manhole opening to prevent too much light from entering the structure and to ensure a clear and focused view of the manhole interior. In instances when the manhole is the terminating manhole, then the pan shall occur at the end of the pipe segment survey inspection.

2.21.3 Video footage shall be taken centered on the pipe with the water level running horizontally. The camera shall run along the invert of the pipe and not at its side, unless it is passing a point obstacle. If extended driving on the side of the pipe is required, then either the pipe needs a more thorough cleaning or an observation should be noted from the PACP codes describing the nature of the obstacle.

2.21.4 Obstructions may be encountered during the course of the CCTV inspection that prevent the travel of the camera. In instances when obstructions are not passable, the Contractor shall withdraw the equipment and begin a CCTV inspection from the opposite end of the sewer reach.

- 2.21.5 If a particular line is inspected more than once, then the Contractor shall include all versions of the inspections in the database. The MGO observation shall be used on all inspections except at the first occurrence. The Contractor shall provide an explanation for the additional inspections in the Remarks section.

3. SPECIAL CONDITIONS

EXCESSIVE DEPTH OF FLOW:

- 3.1 Maximum depth of flow for CCTV inspections shall be 25 percent of the pipe diameter. If the depth of flow is greater, then the CCTV inspection shall be performed during the low flow periods between the hours of 10:00 p.m. to 6:00 a.m.
- 3.2 The Contractor shall pay special attention to all local jurisdiction rules and regulations, especially regarding activities during off-peak hours.
- 3.3 If the flow is still above 25 percent on the return trip, then the Contractor can use a flow-controlling mechanism (i.e. flow reducer) to control the flow and proceed with the inspection. After the initial screen and AMH observation, the MGO observation shall be used to note the reason for the return to this location and indicate the use of such flow-controlling equipment, in the appropriate box in the section header information screen.
- 3.4 The Contractor shall include the original inspection in the final submittal even with high flow conditions.
- 3.5 If the Contractor encounters a surcharging manhole (whereas the flow at the manhole is at least 50 percent of the sewer pipe diameter), then the Contractor shall immediately notify the Public Works Radio Dispatch at (800) 675-HELP.

4. SUBMITTALS AND DELIVERABLES AND REVIEW

SUBMITTAL:

- 4.1 The Submittal will consist of:
 - 4.1.1 A hard drive, USB flash drive or DVD(s) containing the database, video, and photo files.
 - 4.1.2 A printed Report in a hardcover white clear view 3-ring binder labeled as described in Section 4.4, containing the following information:
 - 4.1.2.1 Footage calibration report for each camera used.
 - 4.1.2.2 PACP Certificate copies of all operators.

4.1.2.3 Summary table of all pipeline segments inspected with the following fields in the order listed:

Column 1: Date of Inspection
Column 2: Start Manhole
Column 3: Stop Manhole
Column 4: Total Pipe Length (per as-built plan)
Column 5: Televised Length
Column 6: Quick Maintenance Rating (per PACP)
Column 7: Quick Structure Rating (per PACP)
Column 8: Section Number

(*NOTE: The table shall be sorted by Start Manhole)

4.1.2.4 An observation table of all pipeline segments inspected with the following fields in the order listed:

Column 1: Section Number
Column 2: Position of Defect
Column 3: Observation Code (per PACP)
Column 4: Observation Description (per PACP)
Column 5: Structural Grade (per PACP)
Column 6: O&M Grade (per PACP)

(*NOTE: The table shall be sorted by Section Number)

DELIVERABLES:

4.2 As part of the Submittal, the Contractor shall submit all video recordings, image files, and databases on a maximum of 20 DVDs or a rectangular shaped external hard drive with USB 2.0 connection, or similar, as pre-approved by CSMD. If a hard drive is submitted, the submittal shall include the power cord and USB connection cable. The external hard drive and cables will become property of CSMD unless otherwise indicated.

4.3 DVD's or External hard drive(s), binder cover and binder spine label shall include the following information on computer-generated labels:

4.3.1 LACDPW – Sewer Maintenance Division

4.3.2 General Contractor Name and Sub-contractor Name

4.3.3 Project Name (e.g. PC 123456 Tract 15423-02)

4.3.4 Start Date of CCTV Inspections (e.g. MM/DD/YYYY)

4.3.5 Finish Date of CCTV Inspections (e.g. MM/DD/YYYY)

- 4.4 All files included as part of the deliverables shall be contained within one single folder on the DVD or hard drive and labeled with the project name, and the date as:

PC45123_52369-02_AcceptanceReview_20071220_1

(PrivateContractNumber_TractNumber_AcceptanceReview_
YYYYMMDD_Submittal#)

REVIEW:

- 4.5 The video recordings, photographs, and data shall be reviewed by CSMD for focus, lighting, clarity of view, and technical quality.
- 4.6 Videos or photographs recorded while a camera has flipped over in the process of traveling or the viewing of laterals, obstructions, or defects are blocked by cables, skids or other equipment will not be accepted.
- 4.7 Shape, focus, proper lighting, and clear, distortion-free viewing during the camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video and/or photographs by the CSMD.
- 4.8 Videos or photographs recorded showing steam, inadequate lighting, or other poor image quality will be cause for rejection by CSMD.
- 4.9 Any reach of sewer where recording quality, inspection, and/or report is not acceptable according to this Technical Specifications to CSMD shall be re-televised, or data modified.

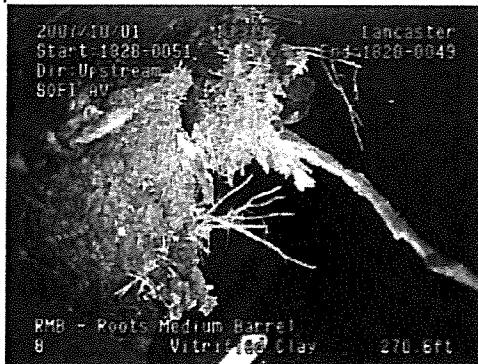
5. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

- 5.1 In the event of any Contractor-related overflow or interruption/backup of customer service, the Contractor shall immediately notify the Public Works Radio Dispatch at (800) 675 – HELP, and shall contain and eliminate the overflow.
- 5.2 The Contractor shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as a result of the Contractor's work. This is in addition to any and all costs incurred by the customer.
- 5.3 The Contractor shall respect the rights of property owners, and not enter upon private property without obtaining permission from the owner of the property.
- 5.4 For manholes located in easements of private property, the Contractor shall provide the resident with 24-hour advanced notice for easement

access prior to entering the property, unless the resident provides immediate permission.

Typical Inspection Procedure:

1. Display Overlay with Segment details
2. Pan Manhole 360 degrees, from bottom looking up
3. Start inspection from edge of pipe, resetting the footage to zero at the start of pipe inspection.
4. Indicate AMH (Manhole) and MH Number in Remarks to start survey
5. Indicate MWL (Water Level)
6. Indicate MWM (Water Mark) if visible
7. Conduct survey
 - a. Record all defects & taps
 - b. Take 2 Photos of each defect
 - i. Close-up



- ii. Perspective View (looking down the pipe at the defect)





8. End Inspection

a. If the camera can not pass or continue due to:

i. Water level > 25%

1. Attempt during low flow period
2. If flow is high use a flow reducer and inspect

ii. Roots/Collapsed/Blockage 1. Abandon Survey

a. Use MSA Code to indicate Survey Abandoned; indicate in the remarks why survey is abandoned.

b. Setup Camera at next manhole, and repeat Inspection

Procedure toward the original start manhole until:

- i. camera cannot pass, and end inspection with MSA code
- ii. If camera is able to make it through, end with AMH code, and include an MGO code to indicate that on the reverse attempt a full inspection was completed

b. If the camera reaches the end Manhole:

- i. Indicate AMH and MH number in Remarks
- ii. Display Ending Screen Text
- iii. 360 degree Pan of Manhole, if the manhole is the terminal manhole.

Emergency Information:

In the event of any Contractor-related overflow or interruption/backup of customer service, the Contractor shall immediately:

Notify Public Works Radio Dispatch at (800) 675 – HELP or (800) 675 – 4357.
Contain and eliminate the overflow.

File Naming:

Database File Name: PrivateContractNumber_TractNumber_YYYYMMDD_Acceptance
Review_Submittal#.mdb

Ex. PC45123_52369-02_20071220_AcceptanceReview_1.mdb

Photo Name(s): FromMHStation_ToMHStation_YYYYMMDD_Defect
Position_UniqueData.jpg
Ex. 0+00_3+45_20050101_125_A.jpg

*NOTE: Photographs shall be taken as
follows: 2 photographs of each defect &
1 photograph of each lateral connection

Video Name(s): FromMHStation_ToMHStation_YYYYMMDD.mp4
Ex. 0+00_3+45_20050101.mp4

Section Header Data:

Dates: YYYYMMDD (4 digit year, 2 digit month, 2 digit day)

Manhole Names: ##+## (Station Number)
Ex. 12+00

Feet Televised: This distance shall be measured from the exit of the start manhole and the
entrance of the finish manhole. (i.e. only the distance of the pipe)

Example Label:

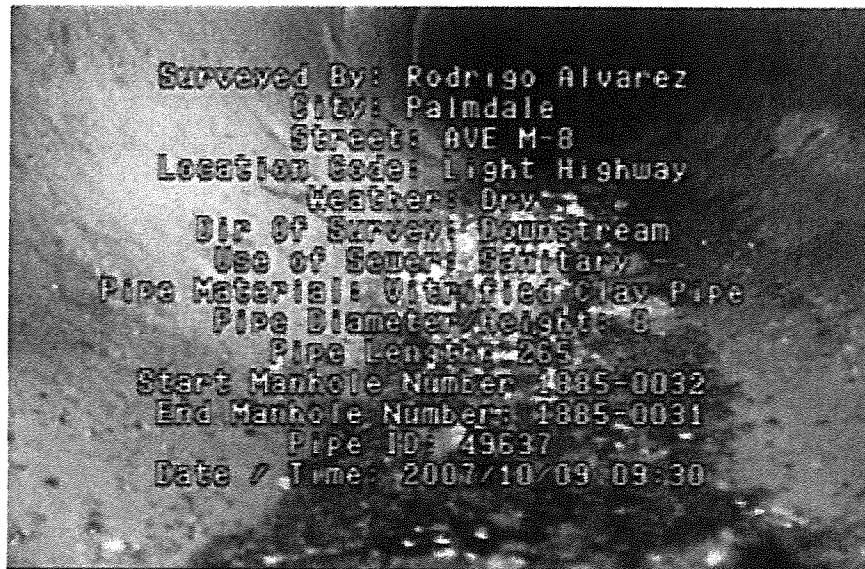
LACDPW – Sewer Maintenance Division General Contractor and CCTV Co PC 123456 Tract 15423-02 Start: 01/05/2008 Finish: 02/07/2008
--

Screen Overlays:

INITIAL TEXT SCREEN:

Include all of the following lines of text in the order listed; if your software/hardware does not allow for 14 lines of text, the lines marked OPTIONAL can be omitted as needed.

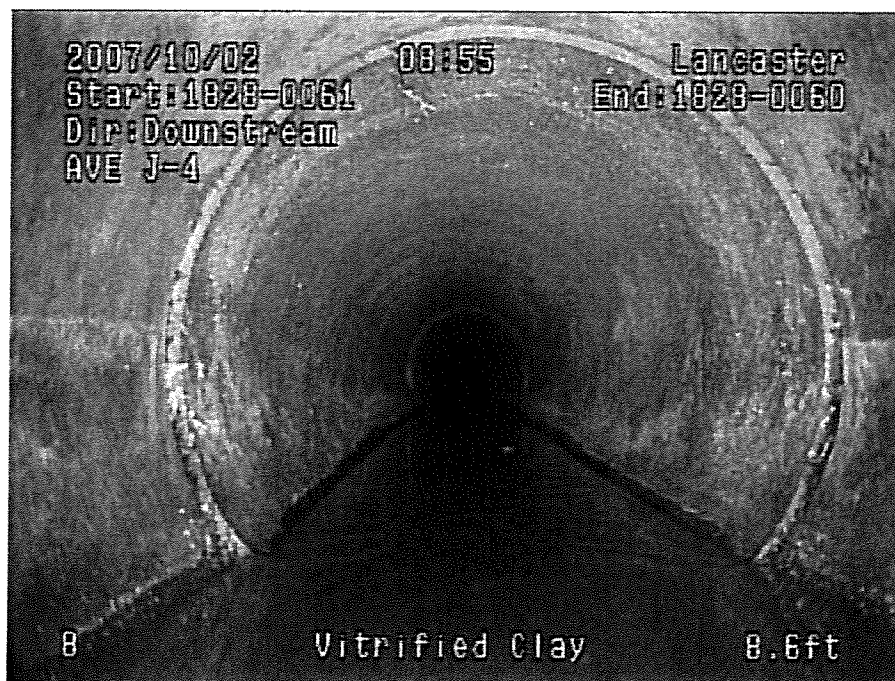
Line 1:	Surveyed By
Line 2:	City
Line 3:	Street
Line 4:	Location Code (OPTIONAL)
Line 5:	Weather (OPTIONAL)
Line 6:	Direction of Survey
Line 7:	Use of Sewer (OPTIONAL)
Line 8:	Pipe Material
Line 9:	Pipe Diameter/Height
Line 10:	Pipe Length (Total length provided)
Line 11:	Start Manhole Number
Line 12:	End Manhole Number
Line 13:	Inspection Time/ Date/ Feet TV'd



RUNNING SCREEN TEXT:

During the CCTV inspection, the video shall show the following text at all times:

Line 1:	Date/ Time/ City
Line 2:	Start Manhole Number/ End Manhole Number
Line 3:	Direction of Survey
Line 4:	Street Name
Line 5:	Pipe Diameter/ Pipe Material/ Current Footage



OBSERVATION SCREEN TEXT:

The video shall the display the following screen when an observation is recorded.

Line 1:	Date/ Time/ City
Line 2:	Start Manhole Number/ End Manhole Number
Line 3:	Direction of Survey
Line 4:	Street Name
Line 5:	Observation Code – Observation Text Description
Line 6:	Pipe Diameter/ Pipe Material/ Current Footage



PACP Codes:

AMH – All inspections shall start with AMH, or other appropriate code for access point. (Refer to PACP Reference manual pg 7-13)

MSA – All inspections where a segment is abandoned due to a blockage, obstruction, or collapsed sewer shall end with this code, and a reverse inspection shall be attempted. (Refer to PACP Reference manual pg 1-4, 8-2, and 8-7)

MGO – This code shall be used when additional remarks are necessary...such as, reverse inspection, re-inspected during low flow, segment excused by DPW. Also, any defects in Manholes, such as a hole in the trough shall be recorded as an MGO.

MWL – This code shall be used at the beginning of each survey to indicate the water level, and shall be used throughout the survey if the water level changes by 5% or more. (Refer to PACP Reference manual pg 8-2)

MWM – This code shall be used when there is an obvious mark on the side of the sewer line, where the water regularly reaches. (Refer to PACP Reference manual pg 8-2)

RBL – This code shall be used when roots have formed a mass and, in doing so, are restricting the flow. This code should be used when the cross sectional area lost is greater than 50% INSIDE the service pipe connection ONLY(i.e. lateral or tap connections) (Refer to PACP Reference manual pg 6-7)

RBC – This code shall be used when roots have formed a mass and, in doing so, are restricting the flow. This code should be used when the cross sectional area lost is greater than 50% and the roots extend OUTSIDE the service pipe connection and into the main sewer pipe. (Refer to PACP Reference manual pg 6-7)

RBB – This code shall be used when roots have formed a mass and, in doing so, are restricting the flow. This code should be used when the cross sectional area lost is greater than 50% and the roots are ENTIRELY WITHIN the main sewer pipe. (Refer to PACP Reference manual pg 6-7)

Example Summary Table:

Los Angeles County, 1000 S. Fremont Avenue, Alhambra CA, 91803. Tel: . Fax: (626) 300-3365 // WinCan Specs Demo.mdb

	Date	Start MH	Stop MH	Total Pipe Length	Tot. Length	Quick maint rate	Quick struct rate	Section No
1	06/17/2005	0+00	3+15	315	314.01	0000	1100	1
2	06/17/2005	3+15	6+40	325	322.02	2211	3100	2
3	06/17/2005	6+40	9+40	300	301.01	0000	0000	3
4	06/17/2005	9+40	12+00	320	320.99	1300	1300	4

Submittal Check List:

The following items shall be included in your submittal to CSMD before it will be processed for the Acceptance of Sewer into the CSMD.

_____ DVD(s) (maximum 20) or a rectangular shaped hard drive or containing:

_____ Access database file (mdb)

_____ Video files (mp4), and

_____ Photo files (jpg).

(NOTE: VHS video tapes will not be accepted)

_____ A hardcover white clear view 3-ring binder labeled as described in Section 4.3 including the following items:

_____ Footage calibration report for each CCTV camera used.

_____ PACP Certificate copies of all operators.

_____ Summary table of all pipeline segments inspected with the following fields in the order listed:

Column 1: Date of Inspection

Column 2: Start Manhole

Column 3: Stop Manhole

Column 4: Total Pipe Length (per as-built plan)

Column 5: Feet TV'd Televised Length

Column 6: Quick Maintenance Rating (per PACP)

Column 7: Quick Structure Rating (per PACP)

Column 8: Section Number

(*NOTE: The table shall be sorted by Start Manhole)

_____ An observation table of all pipeline segments inspected with the following fields in the order listed:

Column 1: Section Number

Column 2: Position of Defect

Column 3: Observation Code (per PACP)

Column 4: Observation Description (per PACP)

Column 5: Structural Grade (per PACP)

Column 6: O&M Grade (per PACP)

(*NOTE: The table shall be sorted by Section Number)

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Closed Circuit Television Video Inspections	Perform closed circuit television video inspections by a certified NASSCO trained operator and in accordance with CCTV Inspection Guidelines for Acceptance of Sewers.	\$500 per occurrence; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Equipment	Equipment meets the minimum requirements specified in Exhibit A, Scope of Work.	\$500 per occurrence; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Confined Spaces	Contractor shall perform work in confined spaces in compliance with Exhibit A, Scope of Work.	\$500 per occurrence; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Traffic Control	All traffic control plans and devices have been implemented using the latest codes. Traffic lanes on multilane highways shall not be closed during peak hour traffic which is typically prior to 9 am and after 4 pm.	\$500 per occurrence; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Heavy Duty Vacuum & Jetting Services Form	Complete and submit to PWR at the end of each work day.	\$50 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Monthly Reports	Prepare and submit report to the PWR on the last work day of each month containing information specified in Exhibit A, Scope of Work.	\$50 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract Employees who <u>do not</u> pass or is not certified shall be immediately removed.			
2. Minimum Crew Requirements (South Area Sub-drain Cleaning Operations Only)	Staffing levels and equipment provided are equal or exceed contract requirements.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service	\$200 per occurrence; possible suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after	\$200 per day; work/contract; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. License and Certification	All license and certifications required to perform the work, if any	\$200 per day; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA)	\$500 per occurrence; possible suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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