



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: **AS-0**

November 18, 2010

### REQUEST FOR PROPOSALS – ADDENDUM 1 LOS ANGELES RIVER TRASH AND DEBRIS COLLECTION SYSTEM (2010-AN016)

Thank you for attending the Proposers' Conference for Los Angeles River Trash and Debris Collection System (2010-AN016) on November 1, 2010, and for your interest in the Request for Proposals (RFP). Please take note that the deadline to submit the proposals has been extended to **Monday, November 29, 2010, at 5:30 p.m.**

The following revisions have been made to the RFP. (Please note that **bold** text has been added and ~~strikethrough~~ has been deleted from the RFP.)

#### A. Addendum:

1. The estimated annual contract amount on the RFP notice has been revised to read:

The annual contract amount of this service is estimated to be ~~\$2,000,000~~  
**\$1,000,000.**

2. Form PW-2, Schedule of Prices, has been deleted in its entirety and has been replaced with PW-2.1. Please use the revised Form PW-2.1, Schedule of Prices (Enclosure A) in your proposal.

The following changes have been made to PW.2.1:

~~Public Works will reimburse replacement parts based on negotiations and submission of a County approved invoice.~~

"Site Maintenance and Repairs" includes labor and **equipment materials** associated with ~~major and~~ minor repairs to the site and system.

3. Exhibit A, Scope of Work, paragraph D.2.a., on page A.2, has been revised as follows:

- a. Contractor shall remove uprooted vegetation and urban trash and debris from containment area using a crane system or other method determined by Public Works to be at least as effective, at any period during the dry season (April 15 - October 15) and during the wet season, storms, and stormflows (October 16 – April 14) when accumulation of trash is visible **or as directed by the Contract Manager. All urban trash, debris, and Green Waste from the containment area must be removed 72 hours after storms have subsided or as directed by the Contract Manager.**

4. Exhibit A, Scope of Work, paragraph D.2.d., on page A.3, has been revised as follows:

- d. **The Contractor shall separate Green Waste from urban trash and debris. The Contractor is not required to hand separate every piece of Green Waste from trash; however, Contractor shall divert Green Waste to the greatest extent possible using Reasonable Business Efforts.** Contractor shall work with their waste collection provider to **transport Green Waste separately from urban trash and debris to a facility for processing or diversion, including solid waste facilities and shall provide an Annual Report to County in a form deemed acceptable by Contract Manager or designee indicating total tonnage collected, diverted and indicating facilities used for processing.** ~~recycle all green waste removed from the Los Angeles River.~~ **The Contractor shall not dispose of green waste at a disposal site or transformation facility, except for:**

1. **Incidental amounts of Green Waste that is mixed with urban trash and debris**
2. **Green waste used as alternate daily cover that is considered diversion.**

5. Exhibit A, Scope of Work, paragraph D.2.f., on page A.3, has been revised as follows:

- f. Contractor shall, by or before the fifth calendar day of each month, provide Public Works with two copies of a monthly report that includes, at a minimum, monthly invoices and receipts, daily work reports,

description of monthly work events, and photographs as appropriate, and any other relevant correspondence. **The Contractor shall provide Public Works with an underwater video inspection of the boom system conducted by the Contractor's diving staff twice during the dry season: once after the storm season and again before the storm season as directed by the Contract Manager.**

6. Exhibit A, Scope of Work, paragraph D.2.n., on page A.4, has been revised as follows:

- n. If major repairs or upgrades resulting from extreme storms or river flows or other extenuating circumstances including severe structure damage or complete loss of the system are needed, the Contractor shall be paid in accordance with Subsection 3-3 of the 2006, Standard Specifications for Public Works Construction and the Additions and Amendments to the Standard Specifications for Public Works Construction, 2006 Edition. The Contractor shall provide Public Works with a cost estimate, including the number of hours and cost of equipment required for the major repair broken down by job classification. Public Works, at its sole discretion, may issue a Notice to Proceed to the Contractor for the major repairs. **Public Works will reimburse replacement parts based on negotiations and submission of a County approved invoice for major repairs.** If any conditions are due to the neglect of maintenance or repair procedures, the Contractor will encumber the sole cost.

Maintenance and repairs to the device shall be of equal or better quality as original product.

7. Section D.2 of Exhibit A, Scope of Work, has been revised to include the following paragraph as D.2.o.:

- o. **Contractor shall keep the riprap and the bank within the containment area clear from trash and debris at all times except during trash/debris harvesting time. During trash/debris harvesting time, the Contractor shall keep the riprap and the bank within the containment area clear of trash and debris as much as possible or as directed by the Contract Manger. The Contractor shall protect the riprap and the bank within the containment area from any potential damage from trash removal operations at all times.**

8. Exhibit B, Interpretation of Contract, Section 1.B., has been revised to include the following definition:

**Reasonable Business Efforts.** Good faith efforts a reasonably prudent business entity (Contractor) would expend under the same or similar circumstances in the exercise of that Contractor's business judgment, intending to take steps calculated to satisfy the obligation, which that Contractor has undertaken to satisfy.

9. Exhibit B, Indemnification and Insurance Requirements, Section 5, paragraph F.5., on page B.32, has been revised as follows:

5. ~~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 thirty (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.~~ **insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which Contractor is responsible.**

**In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:**

<b>Each Accident</b>	<b>\$1 million</b>
<b>Disease – policy limit</b>	<b>\$1 million</b>
<b>Disease – each employee</b>	<b>\$1 million</b>

**B. Clarifications:**

The following answers are in response to the request for information and clarification submitted by attendees of the Proposers' meeting:

1. **Question:** Please confirm as this a service contract whether or not prevailing wages will apply?

**Response:** Yes, prevailing wages will apply to this contract. As stated in Exhibit B, Service Contract General Requirements, Section 4.H, Labor Compliance, it is the responsibility of the Contractor to 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.

2. **Question:** What level of cleanliness does the County of Los Angeles require that the containment area be kept at all times?

**Response:** 72 hours after storms have subsided or as directed by the Contract Manager, all urban trash, debris, and Green Waste from the containment area must be removed. Please refer to the revision made to the Scope of Work under Addendum, A.3.

3. **Question:** What is the current condition of the boom and its anchors and assemblies? Are there any underwater inspection videos that can be referenced?

**Response:** The boom and its anchors and assemblies are currently fully functional. No, there are no underwater inspection videos that can be referenced.

4. **Question:** Are there any current "as builds" of the boom containment system?

**Response:** No, however Exhibit F to the RFP has the current layout of the anchors types and booms.

5. **Question:** How often does the port require documentation of inspections made of the current boom system – Diver Inspection with video?

**Response:** There are no current regulations from the port. Please refer to the revision made to the Scope of Work under Addendum, A.5. Please note that underwater video inspections need to be factored into the unit price for Item 1, on Form PW-2, Schedule of Prices.

6. **Question:** If repairs need to be made to the boom containment system, does the port pay for the materials necessary for repairs?

**Response:** No. The cost for materials is the responsibility of the proposer and must be calculated into the proposer's unit prices on Form PW-2, Schedule of Prices. Please note that Public Works will reimburse the Contractor for Major Repairs of the collection system. Please refer to the revision made to the Scope of Work under Addendum, A.6.

7. **Question:** As this contract will require working from a vessel in Navigable Waters, what are the requirements for Mel / Jones Act Insurance?

**Response:** Please refer to the revised insurance requirements stated above under Addendum, A.9.

8. **Question:** As this project requires shoreline work in Navigable Waters what are the requirements for USLH Insurance?

**Response:** Please refer to the revised insurance requirements stated above under Addendum, A.9.

9. **Question:** What level of effort or what are the requirements for sorting or separating the bio materials from the trash debris before disposal?

**Response:** Please refer to the revision made to the Scope of Work under Addendum, A.4.

10. **Question:** Is the Contractor for this RFP responsible for the current bottom conditions of the containment area? (the current amount of submerged garbage on bottom)

**Response:** No, the Contractor will not be responsible for submerged garbage at the bottom of the containment area, however, the Contractor is responsible for the booms' anchoring system underwater.

11. **Question:** Will the Contractor for this RFP be responsible for the bottom conditions of the containment area at the end of this contract? (the current amount of submerged garbage on bottom)

**Response:** No, the Contractor will not be responsible for the submerged garbage at the bottom of the containment area at the end of the contract,

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however, the Contractor is responsible for the boom's anchoring system underwater.

12. **Question:** Same questions as the two above for the Rip rap along the bank in the containment area?

**Response:** Please refer to the revision made to the Scope of Work under Addendum, A.7.

13. **Question:** What level of cleanliness does the County of Los Angeles require that the bank within the containment area be kept at all times?

**Response:** Please refer to the revision made to the Scope of Work under Addendum, A.7.

If you have any questions concerning the above information, please contact Mr. Benjamin Sandoval at (626) 458-7334, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

GAIL FARBER  
Director of Public Works

A handwritten signature in black ink, appearing to read 'Ghayane Zakarian', with a stylized 'Fon' written below it.

GHAYANE ZAKARIAN, Chief  
Administrative Services Division

BS

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Enc.

**SCHEDULE OF PRICES  
FOR  
LOS ANGELES RIVER TRASH & DEBRIS COLLECTION SYSTEM (2010-AN016)**

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

**NOTE:**

1. Public Works will not pay for labor and transportation of debris to the dump site.
2. Public Works will reimburse the disposal fees in accordance with Exhibit A, Section I, Removal of Debris.

<b>Los Angeles River Trash and Debris System Maintenance</b>					
<b>Item</b>	<b>Description</b> (Exhibit A, Section D.2, Required Services)	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated # of Units</b>	<b>Total Price</b> (Unit Price X Estimated # of Units)
1.	Dry Season (4/15 – 10/15) Labor and Administrative	Monthly	\$ _____ X	6	\$ _____
2.	Dry Season (4/15 – 10/15) Site Maintenance and Repairs	Monthly	\$ _____ X	6	\$ _____
3.	Storm Season (10/16 – 4/14) Labor and Administrative	Monthly	\$ _____ X	6	\$ _____
4.	Storm Season (10/16 – 4/14) Site Maintenance and Repairs	Monthly	\$ _____ X	6	\$ _____
<b>Harvesting</b>					
5.	Removed Trash and Debris	Ton	\$ _____ X	850	\$ _____
<b>TOTAL PROPOSED ANNUAL PRICE</b> _____ (Item 1-5)					\$ _____

The following is a brief description of the listed items.

1. "Site Maintenance and Repairs" includes labor and equipment associated with minor repairs to the site and system.
2. "Harvesting" includes the labor, equipment, supplies, transportation associated only with periods in which the Contractor is harvesting trash and debris from the river.

## FORM PW-2.1

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