



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

June 16, 2022

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

### **NOTICE OF INVITATION FOR BIDS FOR ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SAN GABRIEL RIVER (BRC0000312)**

PLEASE TAKE NOTICE that Public Works requests bid submissions for the On-Call Channel Right-of-Way Clearing Services - San Gabriel River (BRC0000312) contract. This contract has been designed to have a potential maximum contract term of 4 years consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of these services is estimated to be \$500,000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be requested from Messrs. Dwayne Case at (626) 458-2575 or [dcase@pw.lacounty.gov](mailto:dcase@pw.lacounty.gov) or Jairo Flores at (626) 458-4069 or [jflores@pw.lacounty.gov](mailto:jflores@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

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

#### **"Do Business with Public Works" Website Registration:**

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

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

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when

applicable, and LSBE Prompt Payment Program. The following link provides additional information on being a County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>. All interested firms that are included in the Qualified Contractor List resulting from Request for Statement of Qualifications (RFSQ) for Channel Clearing Services for (2015-SQAN007) are invited to submit a bid provided that they meet the Minimum Requirements identified in this IFB.

### **Community Business Enterprise Participation**

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority, women, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All bidders 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 bidder's good faith efforts to meet the CBE participation goal by reviewing the bidder's documentation. Suggested criteria include, but are not limited to, the following:

1. Bidder attended any preproposal meetings scheduled by the County to inform all bidders of the CBE program requirements for the contract services.
2. Bidder identified and selected specific items of the contract services for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
3. Bidder advertised, not less than ten calendar days before the date the bids 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 contract services. This paragraph applies only if the County gave public notice of the contract services not less than 15 calendar days prior to the date the bids are due.
4. Bidder provided written notice of his or her interest in proposing on the contract services to certified CBEs not less than ten calendar days prior to the submittal of bids.

5. Bidder 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 contract services.
6. Bidder provided interested CBEs with information about the contract services and requirements for selected subconsultants.
7. Bidder 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. Bidder 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 (<http://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](mailto: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](http://dcba.lacounty.gov).

8. Bidder negotiated in good faith with the CBEs and did not unjustifiably reject as unsatisfactory bids prepared by any CBE.
9. Where applicable, the bidder advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
10. Bidder'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. Bidder commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. The County shall be notified of any future additions in CBE participation.
12. Bidder is a certified CBE.
13. The Bidder's CBE participation shall be reflected in the CBE Form.

Public Works will answer questions from bidders 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 bidder's ability to provide the best service and value to the County.

**Minimum Mandatory Requirements:** At the time of bid submission, bidders must meet all minimum requirements set forth in the IFB documents including, but not limited to:

**Subcontractors are not allowed for this service except for the use of services of an arborist and/or a horticulturist, Tree Service Contractor holding a valid and active C-61 (D-49) License, and/or trash hauling.**

1. Bidder must have a minimum of 3 years of experience providing landscaping services similar to the service being solicited. **Subcontracting is not allowed to meet this requirement.**
2. Bidder's onsite supervising employee(s) must have a minimum of 3 years of experience supervising landscaping services similar to the service being solicited. **Subcontracting is not allowed to meet this requirement.**
3. Bidder must submit a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. **Subcontracting is not allowed to meet this requirement.**
4. Bidder and/or its subcontractor(s), if any, must hold a valid and active C-61 (D-49) Limited Specialty Class, Tree Trimming Contractor's License in order to perform some or all of the tree trimming identified under (Supplemental) Scope of Work Exhibit A.1.
5. Bidder and/or its subcontractor(s), if any, must submit a copy of their valid and active arborist and/or horticulturist certification.
6. Bidder and/or subcontractor(s), if any, must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health. Bidders and/or subcontractor(s) who do not possess the permits at the bid deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to bidder and/or subcontractor(s)

for permit fees along with a copy of proof of payment, such as a cashier check, money order, or cancelled check (transpired beyond 5 days).

7. The Bidder and its subcontractor(s), if any, must affirm they have battery-electric operated hand tools to provide the services under the Scope of Work or affirm they shall obtain battery-electric operated hand tools to provide the services under the Scope of Work prior to the commencement of the contract.

**Note: The use of gas-powered hand tools to provide the services under the Scope of Work is prohibited.**

8. The contracted work in this IFB 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 RFSQ. Bidders are required to pay prevailing wages as applicable to the contract work. Bidder and subcontractors, if any, performing prevailing wage work, 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.**

**A. Bid Submission Requirements:**

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

1. Bidder has completed and signed all appropriate forms listed in this IFB, Part I, Forms.
2. Bidder has submitted a copy of its valid and active State Contractor's Class C-27, Landscaping Contractor License.
3. Bidder and subcontractor(s), if any, have submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.
4. Bidder and subcontractor(s), if any, have demonstrated that it complies with all minimum requirements as outlined in the Minimum Mandatory Requirements set forth in the RFSQ and IFB. (Use Form PW-19.1, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB).

5. Bid was time stamped by the Cashier or BidExpress prior to the deadline for submission of the Bid. Any Bid without a Public Works or BidExpress time stamp verifying that the deadline for submission has been met will be rejected.
6. Unless the bids are submitted electronically through [www.bidexpress.com](http://www.bidexpress.com), bids shall be submitted with **two (2)** complete electronically sets of the bid that includes all related information in the following formats:
  - Electronic: Two electronic copies on a compact disc or universal serial bus drive in PDF format as follows:
    - One original electronic copy.
    - One redacted electronic copy – Bidder shall redact any trade secret, confidential, proprietary, or other personal information from the bid, such as Social Security numbers.

**Please note: Hard copies of proposals will not be accepted**

**There will be no bidders' conference or walk-through site visits for this solicitation;** however, it is **imperative for bidders to visit the sites by coordinating with** the East Maintenance Area representative, Ms. Maria Diaz-Castillo of Stormwater Maintenance Division who may be contacted at (626) 445-7630 or at [mdiaz@pw.lacounty.gov](mailto:mdiaz@pw.lacounty.gov), to arrange a site visit and familiarize themselves with each site location and its requirements before submitting their bid. Bidders must coordinate with the East Maintenance Area representative prior to visiting the site. Please contact Ms. Maria Diaz-Castillo to arrange the date and time of the site visits before **Thursday, June 30, 2022.** All site visits should be carried out prior to the established bid submission deadline. The bid submission due date will not be extended to allow extra time to conduct the site visits.

The deadline to submit written questions for a response is **Thursday, June 30, 2022, at 5:30 p.m.** All bidders on the Qualified Contractors List will be given a copy of all questions and answers for their information via e-mail only.

**The deadline for bid submission is Monday, July 11, 2022, at 5:30 p.m.** Please direct your questions to Messrs. Case or Flores at the number listed above.

Unless the bids are submitted electronically through [www.bidexpress.com](http://www.bidexpress.com), bids must be submitted to the Los Angeles County Public Works Cashier's office located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package

that clearly identifies the bidder and this IFB. Bids are received only when accepted and time stamped by the Cashier's office. All other indications of apparent timely delivery may be disregarded.

Bidders are instructed not to contact any County personnel other than the contract analyst listed below regarding this solicitation. All contacts regarding this IFB 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  
Attention Messrs. Dwayne Case or Jairo Flores  
P.O. Box 1460  
Alhambra, CA 91802-1460  
E-mail: [dcase@pw.lacounty.gov](mailto:dcase@pw.lacounty.gov)  
Telephone: (626) 458-2575

or

E-mail: [jflores@pw.lacounty.gov](mailto:jflores@pw.lacounty.gov)  
Telephone: (626) 458-4072

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

**B. Bid Selection:**

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

Proposed Price (100 points)

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

**Note: The Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been identified by reasonable examination of the jobsite.**

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

Subject to such adjustment(s), the lowest Total Proposed Price quoted in the Schedule of Prices (Form PW-2.1) will receive the full weight of this evaluated item. Other bids will receive a prorated score calculated as follows: divide the lowest Total Proposed Price by each other bidder's Total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion.

### **C. Invitation for Bids**

1. All definitions, provisions, requirements and rules of interpretation set forth in the RFSQ, including the Addenda to the RFSQ, for the Contract for On-Call Channel Clearing Services (2015-SQAN007), also apply to this IFB.
2. The County reserves the right to cancel this IFB at any time at its sole discretion. In the event of any such rejection of IFBs or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of an IFB.

### **Follow us on Twitter:**

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

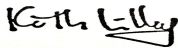




Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act coordinator at (626) 458-7337, 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



KEITH LILLEY  
Deputy Director



DC

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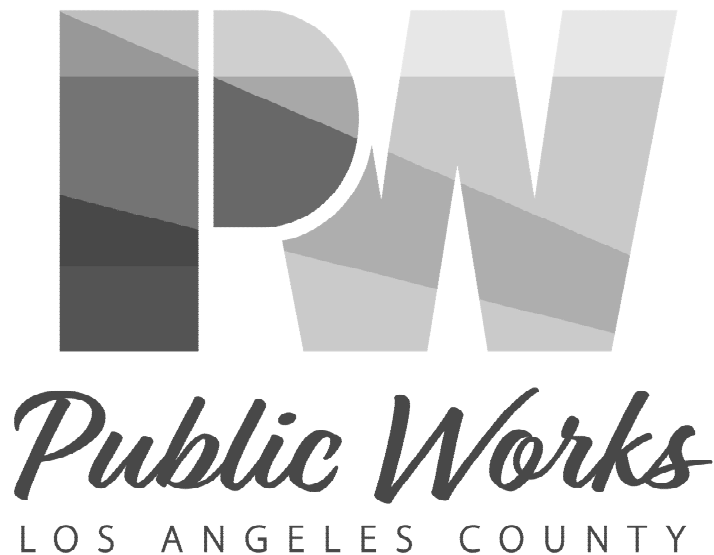
**LOS ANGELES COUNTY**

**PUBLIC WORKS**

**INVITATION FOR BIDS**

**FOR**

**ON-CALL CHANNEL RIGHT-OF-WAY CLEARING  
SERVICES - SAN GABRIEL RIVER  
(BRC0000312)**



Approved \_\_\_\_\_, June 8, 2022  
MARK PESTRELLA, PE  
Director of Public Works

By: \_\_\_\_\_  
Deputy Director

INVITATION FOR BIDS  
FOR  
ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SAN GABRIEL RIVER  
(BRC0000312)

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PW-21	COVID-19 Vaccinations of County Contractor Personnel

SUBCONTRACTORS FORMS

NOTE: If Subcontractors are to be used, the following forms must be completed and submitted for each Subcontractor. The forms below may be accessed through <http://pw.lacounty.gov/brcd/servicecontracts> for the Request for Statement of Qualifications (RFSQ) On-Call Channel Clearing Services (2015-SQAN007), unless it is indicated as supplemental in which case the supplemental form will be used.

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
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PW-9.1	(Supplemental) Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
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PW-12	Charitable Contributions Certification
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## PART II

### SAMPLE AGREEMENT FOR ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES – SAN GABRIEL RIVER (BRC0000312)

#### EXHIBITS

- A.1 (Supplemental) Scope of Work
- A.2 Schedule of Prices  
[Successful Bidder's Form PW-2.1 will be incorporated here]
- B Service Contract General Requirements
- C Internal Revenue Service Notice 1015
- D Safely Surrendered Baby Law Posters
- E Defaulted Property Tax Reduction Program
- F.1 (Supplemental) Performance Requirements Summary
- G-K Deleted and replaced with the following Exhibits:
- G.1 San Gabriel River – Santa Fe Dam to I-10 Freeway
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PW-9.1	(Supplemental) Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
PW-10.1	(Supplemental) GAIN and GROW Employment Commitment
PW-11.1	(Supplemental) Transmittal Form to Request a Solicitation Requirements Review (Submit Only If Requesting A Review.)
PW-12	Charitable Contributions Certification
PW-17.1	(Supplemental) Zero Tolerance Human Trafficking Policy Certification
PW-18.1	(Supplemental) Statement of Equipment Form
PW-19.1	(Supplemental) Compliance with the Minimum Mandatory Requirements
PW-20	(Supplemental) Compliance with Fair Chance Employment Hiring Practices Certification
PW-21	COVID-19 Vaccinations of County Contractor Personnel

**SCHEDULE OF PRICES  
FOR  
ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SAN GABRIEL RIVER (BRC0000312)**

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:**

Price for Items 1 and 2 shall include all work as described in Exhibit A.1, Section E, Subsections 2.a through 2.w.

**Work Period:** Work for Items 1 and 2 shall begin after September 16 and continue for 75 working days. Clearing must be completed no later than March 15.

**Dump Fees:** Public Works will reimburse the Contractor for the Contractor's disposal/recycling fees plus a 10 percent handling charge upon the receipt of an invoice with attached tickets.

**Chemical Weed Control:** Use of herbicide in performing the work under this contract is prohibited.

		(a)	(b)	
ITEM No.	DESCRIPTION OF ITEM (Including both Left Bank and Right Bank)	TOTAL LINER FEET (LF)	UNIT PRICE PER LF	TOTAL ANNUAL PRICE (a x b)
1	PHASE I - Santa Fe Dam to San Bernardino Freeway (Interstate 10)	20,529	\$	\$
2	PHASE II - San Bernardino Freeway (Interstate 10) to Thienes Avenue	12,583	\$	\$
		<b>TOTAL PRICE FOR ITEMS 1 AND 2</b>		
<b>AS-NEEDED SERVICES</b>				
		(a)	(b)	
ITEM NO.	DESCRIPTION	HOURLY RATE <sup>(1)</sup>	NUMBER OF HOURS	PRICE (a x b)
3	Removal of vegetation, trash, and tree trimming/removal, at additional flood control facilities within Los Angeles County Flood Control District boundary. (Only to be performed with Public Works' approval)	\$	10,000	
<b>Note:</b> <b>(1) - Contractor must submit a single hourly rate, regardless of the number of crew members and their classifications required to perform the requested work. The contractor will be paid based on the quoted hourly rate, times number of crew members, times number of hours.</b>				
		<b>TOTAL PRICE FOR ITEMS 1, 2 and 3</b>		
LEGAL NAME OF BIDDER				
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID				
TITLE OF AUTHORIZED PERSON			DATE:	
E-MAIL:		CONTRACTOR'S STATE LICENSE NUMBER		LICENSE TYPE
OFFICE PHONE:				
MOBILE:				
BIDDER'S ADDRESS:				

**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

	2017	2018	2019	2020	2021	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 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

**(Supplemental) FORM PW-8.1**

Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning 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).

	<b>Subcontractor Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning</b>
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

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

Print Name:	Authorized Signature	Title	Date

**COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM**

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). 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/DVBE/ LGBTQQBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**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:		
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

**(Supplemental) FORM PW-9.1**

**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.

<b>Business Structure:</b>	<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: _____
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> 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, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING(LGBTQQ)**

**BUSINESS ENTERPRISES:** If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm and attach a copy of your proof of certification.

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	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](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto: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**

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Company Name

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Address

---

Internal Revenue Service Employer Identification Number

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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.

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Signature

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Date

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Name and Title (please type or print)

**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:

PROPOSER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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

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

[illegible]

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB  
ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SAN GABRIEL RIVER  
(BRC0000312)**

**BIDDER MUST CHECK A BOX IN EVERY SECTION**

Important Note: The information on this form is subject to verification.

**At the time of bid submission, Bidder must meet the following minimum requirements:**

**Subcontractors are not allowed for this service except for the use of services of an arborist and/or a horticulturist, Tree Service Contractor holding a valid and active C-61 (D-49) License, and/or trash hauling.**

1. Bidder must have a minimum of 3 years of experience providing landscaping services similar to the service being solicited. **Subcontracting is not allowed to meet this requirement.**

☐ Yes. Bidder does meet the experience requirement stated above.

Bidder	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experiences

☐ No. Bidder does not meet the experience requirement stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

**THIS SECTION IS INTENTIONALLY LEFT BLANK**

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB  
ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SAN GABRIEL RIVER  
(BRC0000312)**

2. Bidder's on-site supervising employee(s) must have a minimum of 3 years of experience supervising landscaping services similar to the service being solicited. **Subcontracting is not allowed to meet this requirement.**

☐ Yes. Bidder's on-site supervising employee(s) does meet the experience requirement stated above.

Bidder's On-site Supervising Employee(s) Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experience

☐ No. Bidder onsite supervising employee(s) does not meet the experience requirement stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

3. Bidder must submit a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. **Subcontracting is not allowed to meet this requirement.**

☐ Yes. Bidder has submitted a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. Please complete the chart below.

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

☐ No. Bidder does not have the license as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB  
ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SAN GABRIEL RIVER  
(BRC0000312)**

4. Bidder and/or its subcontractor(s), if any, must hold a valid and active C-61 (D-49) Limited Specialty Class, Tree Trimming Contractor's License in order to perform some or all of the tree trimming identified under (Supplemental) Scope of Work Exhibit A.1 .

- ☐ Yes. Bidder and/or its subcontractor(s), has submitted a copy of a valid and active C-61 (D-49) Limited Specialty Class, Tree Trimming Contractor's License. Please complete the chart below.

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

- ☐ No. Bidder and/or its subcontractor(s), does not have the license as stated above.  
**By checking this box, your Bid Submission will be immediately disqualified as Nonresponsive.**

5. Bidder and/or its subcontractor(s), if any, must submit a copy of their valid and active arborist and/or horticulturist certification.

- ☐ Yes. Bidder and/or its subcontractor(s), has submitted a copy of valid and active arborist and/or horticulturist certification. Please complete the chart below.

Type of Certification	Certification No.	Name of Certificate Holder	Valid/Active Dates

- ☐ No. Bidder and/or its subcontractor(s), does not have the certification as stated above.  
**By checking this box, your Bid Submission will be immediately disqualified as nonresponsive**



**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB  
ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SAN GABRIEL RIVER  
(BRC0000312)**

6. Bidder and/or subcontractor(s), if any, must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health. Bidders and/or subcontractor(s) who do not possess the permits at the bid deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to bidder and/or subcontractor(s) for permit fees along with a copy of proof of payment, such as a cashier check, money order, or cancelled check (transpired beyond 5 days).

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

Waste Collector Permit	Permit No.	Name of Permit Holder	Valid Dates

- ☐ No. Bidder and/or its subcontractor(s), does not have the permit as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

7. The Bidder and its subcontractor(s), if any, must affirm they have battery-electric operated hand tools to provide the services under the Scope of Work or affirm they shall obtain battery-electric operated hand tools to provide the services under the Scope of Work prior to the commencement of the contract. **Note: the use of gas-powered hand tools to provide the services under the Scope of Work is prohibited.**

- ☐ Yes. Bidder affirms they have battery-electric operated hand tools to provide the services under the Scope of Work.
- ☐ Yes. Bidder affirms they shall obtain battery-electric operated hand tools to provide the services under the Scope of Work prior to the commencement of the contract.
- ☐ No. Bidder does not have battery-electric operated hand tools and will not obtain them prior to the commencement of the contract. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB  
ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SAN GABRIEL RIVER  
(BRC0000312)**

8. Bidder and its Subcontractor(s), if any, performing prevailing wage work, 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. Bidder and its Subcontractor(s), if any, have submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates	Subcontractor Y/N

- ☐ No. Bidder and its Subcontractor(s), if any, have **NOT** submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration.

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

Signature	Title
Firm Name	Date

**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:

**COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**

**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
(the "Contractor"), certify that on County Contract:

Contract Number:	
Contract Name:	

- ☐ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- ☐ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors at all tiers.

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**I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.**

Company/Contractor Name:	
Print Name:	Title
Signature:	Date:

# Part II

## Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY  
PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES -  
SAN GABRIEL RIVER (BRC0000312)

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## AGREEMENT FOR

### ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SAN GABRIEL RIVER (BRC0000312)

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SAMPLE AGREEMENT FOR  
ON-CALL CHANNEL RIGHT-OF WAY CLEARING SERVICES - SAN GABRIEL RIVER  
(BRC0000312)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 of said COUNTY of the CONTRACTOR'S Bid filed with the COUNTY on \_\_\_\_\_, 2022, hereby agrees to provide services as described in this Contract for On-Call Channel Right-of-Way Clearing Services – San Gabriel River.

SECOND: This AGREEMENT, together with Exhibit A.1, (Supplemental) Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, (Supplemental) Performance Requirements Summary; Exhibit G.1, San Gabriel River – Santa Fe Dam to I-10 Freeway; Exhibit H.1, San Gabriel River – I-10 Freeway to Thienes Avenue; Exhibit I.1, Phase I - Typical Cross Section Initial and 2nd Contract Terms; Exhibit J.1, San Gabriel River – Santa Fe Dam to the Thienes Avenue Drop Structure; Exhibit K.1, Phase I - Typical Cross Section 1st and 3rd Contract Terms; Exhibit L, Phase II - Typical Cross Section; Exhibit M, Sample Vehicle Washing Station; Exhibit N, San Gabriel River Clearing Report; Exhibit O, San Gabriel River Clearing Services – Trash Disposal and Green Waste Recycling Report; and Exhibit P, Los Angeles County Flood Control District Boundary; the CONTRACTOR'S Statement of Qualifications and Bid Submissions, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ and the Invitation for Bids (IFB) and Addenda thereto, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Form PW-2.1, an amount not to exceed \$\_\_\_\_\_ per year, plus up to 25 percent of 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 upon Board approval and execution between both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 54 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/or unit prices quoted in Form PW-2.1, 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 the CONTRACTOR 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: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: 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



(CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the renewal date, which shall be the effective date for any cost-of-living 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.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Bid, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A.1 through P, inclusive, the COUNTY'S provisions shall control and be binding.

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

THIRTEENTH: 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:

DAWYN R. HARRISON  
Acting County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Type/Print Name

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

SCOPE OF WORK  
ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES - SAN GABRIEL RIVER  
(BRC0000312)

A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Ms. Christine Quirk of Stormwater Maintenance Division (SWMD) who may be contacted at (562) 861-0316 or [cquirk@pw.lacounty.gov](mailto:cquirk@pw.lacounty.gov), Monday through Thursday, 7:00 a.m. to 5:00 p.m. The CM may designate several Public Works Representatives (PWR) to request work from the Contractor. The CM and PWRs 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

The work to be performed is within the San Gabriel River, between:

- **PHASE I** - Santa Fe Dam, in Irwindale, and San Bernardino Freeway (Interstate 10), in El Monte, which includes Reach 40A as listed in the Regulatory Permits. See Exhibit G.1
- **PHASE II** - San Bernardino Freeway (Interstate 10), and Thienes Avenue, in South El Monte, which includes Reach 40B as listed in the Regulatory Permits. See Exhibit H.1

Exhibits G.1 and H.1 shall be used only to locate the jobsite and do not contain sufficient information to represent the actual jobsite conditions.

C. Request of Work from Contractor

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

D. Contract Cost

All services required in this Exhibit A.1, (Supplemental) Scope of Work, shall be included in the price quoted by the Contractor in Forms PW-2.1 – PW-2.4, Schedule of Prices.

E. Work Description

1. General Statement

The work to be performed consists of the annual clearing, removal, and off-site disposal of brush; standing vegetation, rubbish, and debris; the removal and trimming of trees; and other incidental and appurtenant work necessary to restore the capacity of existing earthen-bottom, rip-rap lined San Gabriel River. Sections of the San Gabriel River are considered environmentally sensitive and therefore non-native vegetation, a limited amount of native vegetation, trees, all litter, debris, and other foreign material must be removed in compliance with permits issued by regulatory agencies.

**Prior to start of any work under this Contract, the Contractor shall submit a proposed Work Plan (per Section F, Work Plan, of this Exhibit A.1, (Supplemental) Scope of Work) to the PWR to provide services described in this Exhibit A.1, (Supplemental) Scope of Work. The Contractor shall not begin any work prior to obtaining written approval from PWR on the proposed Work Plan.**

- The term "trash" shall be synonymous and interchangeable with "debris" and shall include but not be limited to paper, styrofoam, plastics, tires, furniture, waste, bottles, cans, concrete pieces, hazardous wood waste, construction debris, urban waste, etc. **The Contractor shall legally dispose of all trash/debris on a permanent basis at a licensed local landfill approved by PWR.**
- The term "green waste" includes, but is not limited to, leaves, grass clippings, brush, branches, nonhazardous wood waste, and other forms of organic matter generated during right of way clearing work and separated from other debris. **The Contractor shall recycle green waste at a processing facility approved by PWR.**
- The term "manually" refers to work performed using hands and hand tools such as shovels, chain saws, blower, weed wackers, etc.
- **Use of herbicide in performing the work under this Contract is prohibited.**

2. Clearing Services

Work shall be performed in conformance with the following criteria and procedures:

a. PHASE I

i. Reach 40A (Alternating Clearing Cycle)

The limits of Reach 40A are San Gabriel River, between Santa Fe Dam and Interstate 10, top of bank to top of bank (excluding access roads). The Contractor shall perform work for Reach 40A (excluding the 11 drop structures) according to the following alternating cycles:

Initial and Option Year 2 Contract Terms: All debris and vegetation shall be manually cleared or mowed from 75-foot-wide strips along the invert, measured from the interior slope toe of each levee. The center portion between the two 75-foot-wide strips shall be protected and kept undisturbed. Special care shall be given while clearing the two 75-foot-wide strips to ensure that the root structure remains undisturbed. All debris shall be removed, and all vegetation shall be manually cleared from interior slope of each levee. Also, see Exhibit I.1, PHASE I – Typical Cross Section, Initial and Option Year 2 Contract Terms, for drawing depicting the limits of work to be performed.

Option Year 1 and Option Year 3 Contract Terms: All debris and vegetation shall be manually cleared from a 10-foot-wide strip, along the invert, measured from the interior slope toe of each levee. 65-foot-wide strips on the interior of the river and adjacent to the 10-foot-wide strips shall be protected and kept undisturbed. All debris shall be removed, and all vegetation shall be manually cleared or mowed between the two 65-foot-wide strips within the center portion of the channel. Special care shall be given while clearing the center portion of the river to ensure the vegetation root structures remain undisturbed. All debris shall be removed, and all vegetation shall be manually cleared from interior slope of each levee. Also, see Exhibit K.1, PHASE I – Typical Cross Section, Option Year 1 and 3 Contract Terms, for drawing depicting the limits of work to be performed.

ii. Drop Structures

This reach contains 11 drop structures. All debris and vegetation shall be manually cleared, using hand tools, from the rip-rap areas approximately 20 feet up-stream and 40 feet down-stream of drop structures (See Exhibit J.1, San

Gabriel River – Santa Fe Dam to Thienes Avenue Drop Structure).

iii. Additional Debris and Vegetation Removal

- All debris shall be removed, and vegetation shall be manually cleared from the exterior slope of levees.
- All debris shall be removed, and vegetation shall be cleared between the levee's exterior slope toe and fence on both sides of river.

iv. Tree Trimming and Removal

- All trees within the bottom of the river and along the interior and exterior face of the levees shall be removed.
- All trees between the exterior slope toe of the levee and chain link fence shall be trimmed to obtain a lollipop shape. All work shall be performed under the supervision of a certified arborist.
- All tree branches over-hanging the exterior chain link fence from adjacent property shall be trimmed back to the fence line.

b. PHASE II

i. Reach 40B

The limits of Reach 40B are San Gabriel River, between Interstate 10 and Thienes Avenue, top of bank to top of bank (excluding access roads). **Within this reach and only under the direction of PWR and Public Works biologist, all debris shall be removed, and all vegetation shall be manually cleared or mowed from the bottom of the river.** Special care shall be given while clearing the bottom of the river to ensure that the root structure remains undisturbed. All debris shall be removed, and all vegetation shall be manually cleared from the interior slope of each levee. Also, see Exhibit L, PHASE II – Typical Cross Section for drawing depicting the limits of work to be performed.

ii. Drop Structures

This reach contains four (4) drop structures. All debris and vegetation shall be manually cleared from the rip-rap areas in front of and behind each drop structure, approximately 40 feet downstream and approximately 20 feet upstream (See Exhibit J.1, San Gabriel River – Santa Fe Dam to Thienes Avenue Drop Structure).

iii. Additional Debris and Vegetation Removal

- All debris shall be removed, and vegetation shall be manually cleared from the exterior slope of levees.
- All debris shall be removed, and vegetation shall be cleared between the levee's exterior slope toe and fence on both sides of river.

iv. Tree Trimming and Removal

- All non-native trees between Interstate 10 and the first drop structure downstream of Valley Boulevard shall be removed.
- For the reach between first drop structure downstream of Interstate 10 and Thienes Avenue, within the areas identified by and under the direction of Public Works biologist, the Contractor shall:
  - Trim native trees to obtain lollipop shape
  - Protect native trees in-place and not perform any tree trimming work
  - Remove invasive species in such a manner as to not disperse any seeds.
- All trees between the exterior slope toe of the levee and chain link fence shall be trimmed to obtain a lollipop shape. All work shall be performed under the supervision of a certified arborist.
- The Contractor must have the capability to utilize a rowboat, as needed, to access areas within Reach 40B that are surrounded by water.
- All tree branches over-hanging the exterior chain link

fence from adjacent property shall be trimmed back to the fence line.

- c. **The Contractor and PWR shall meet with Public Works' biologist at the job site to determine areas which shall remain undisturbed**, prior to the Contractor performing any clearing services between Interstate 10 and Thienes Avenue. Public Works biologist will monitor all the Contractor's clearing activities.
- d. **The Contractor shall manually remove existing vegetation from all the channel levees, drop structures, and other areas which are lined with rip-rap.** Vegetation shall be removed by cutting the vegetation at the surface of the rip-rap or lining. The Contractor is advised that the channel bottom immediately upstream and downstream of the drop structures is lined with rip-rap, which shall be protected in place.
- e. The Contractor shall dispose of all green waste that has been mowed and/or manually removed from the river bottom or levees at a licensed, local Public Works approved recycling facility.
- f. While using equipment or vehicles, the Contractor shall protect all concrete drop structures, all rip-rap areas, and other flood control improvements in place. The Contractor shall give special attention to all rip-rap areas. The Contractor is advised that the rip-rap lining of the levees extends below the bottom of the channel at approximately the same slope as the levee structure. Extreme care shall be given when operating heavy machinery in the vicinity of the toe of levees lined with rip-rap. Only rubber tire equipment or vehicles shall be used as directed by the PWR.
- g. **Sediment shall not be removed from the river bottom.**
- h. Any trash and green waste found anywhere within the bottom of the river and levee areas, including areas under the bridges, drop structures, and areas where vegetation is to be protected shall be removed. All trash and green waste shall be separated, and disposed of by the Contractor at a licensed, local and Public Works approved landfill, for trash, and recycling facilities, for green waste.
- i. The Contractor shall review and comply with all requirements of Exhibit M, Sample Vehicle Washing Station Drawing. The work locations are environmentally sensitive, and Contractor must perform the work in such a manner to minimize the impact on the environment.



- j. The Contractor shall be responsible for utilizing equipment and vehicles, which will safely pass under all bridges and overhead structures within the vicinity of the channels and access roads. The Contractor shall be responsible for the repair of any damage to bridges or related structures at no cost to the County.

In the event of equipment failure, the Contractor shall provide replacement equipment by the following workday.

- k. Contractor shall provide security for all the Contractors' equipment used at the jobsite during all hours.
- l. Fueling and servicing of equipment shall be performed outside the river perimeter.
- m. The Contractor shall be responsible for locking all gates that were opened during the workday. Crews shall not vacate a jobsite without locking the gates.
- n. The Contractor shall repair any damage to Public Works facilities resulting from the work, including, but not limited to access road paving, fence, gates, etc., at no cost to the County.
- o. At the end of each workday, all stockpiles of green waste from the mowing and/or cutting must be removed from the channel bottom and levees.
- p. Public Works will designate and delineate by flagging/marketing the vegetation and those trees to remain and be protected in place. Designation and delineation will be performed by Public Works in advance of the Contractor's operations.
- q. All equipment must be stored outside the river perimeter.
- r. The following four conditions shall be always met by the Contractor:
  - i. No side casting. The Contractor is not allowed to move soil.
  - ii. No training channels shall be created.
  - iii. No earth access ramps shall be constructed.

- iv. No diversion of flows shall take place.
- s. Work shall begin at Santa Fe Dam and progress to the south unless otherwise approved by the PWR.
- t. Contractor shall minimize the use of vehicles within the river invert.
- u. Contractor's method of removal of any exotic vegetation shall be per the PWR's instructions.
- v. The Contractor shall not allow any equipment or vehicles to drive through or cross flowing waters at the jobsite.
- w. Work within the river shall only take place upon Contractor's determination of a clear weather forecast. The Contractor expressly acknowledges that flash flooding and/or fast running water may be encountered in the river following storms.

Water may be released into the river from various reservoirs during non-storm periods. 24 hours prior to beginning work in the river, Contractor shall contact PWR and (626) 458-6177 to check if there are any unscheduled releases before entering the river bottom. Public Works will notify the Contractor of scheduled releases. The Contractor shall provide an emergency phone number where it can be reached 24 hours a day, seven days a week, such that Public Works can notify the Contractor of any unscheduled releases or imminent flooding.

The Contractor shall not attempt to enter the river bottom when rapidly flowing water is present since personnel and equipment could be swept downstream. **The Contractor shall be solely responsible for determining if the river can be entered safely.**

- x. The Contractor shall implement proper Best Management Practices (BMPs) per the permits listed in Section P, Permits, of this Exhibit A.1, (Supplemental) Scope of Work, should the Contractor perform clearing services in the presence of flowing water.

F. Work Plan

Prior to start of work during each Contract term, the Contractor shall submit a Work Plan which shall include the following:

- 1. Staffing Plan

The Staffing Plan shall include the number of crews with designated personnel per crew during daily operation of this Contract to complete the project within the allotted 75 working day performance period, as stated in Section G, Performance Period, of this Exhibit A.1, (Supplemental) Scope of Work, to avoid liquidated damages. The Contractor shall provide the necessary crew(s) to service all work locations to provide the services described under Section E of this Exhibit A.1, (Supplemental) Scope of Work. The Contractor's truck drivers shall possess the appropriate valid and active licenses to transport all debris and green waste derived from the daily operation to licensed, local and Public Works approved trash disposal and green waste recycling facilities.

2. Work Schedule

The Work Schedule shall reflect start and completion dates of all work under this Contract within the specified time as stated in Section G, Performance Period, of this Exhibit A.1, (Supplemental) Scope of Work.

Any change in the method of operations after commencing work, or if the schedule fails to reflect the actual progress, the Contractor shall submit to a revised work schedule to PWR and request approval prior to beginning revised operations. Only upon PWR's approval, the Contractor shall begin making any schedule changes.

G. Performance Period

**Clearing services shall be performed each year beginning on or after September 16 and continue for 75 working days.** Clearing services must be completed no later than March 15 of the following year. The work may be delayed until all permits referred to in Section P, Permits, of this Exhibit A.1, (Supplemental) Scope of Work, are obtained. The number of working days each year shall not exceed 75 days from the commencement of the work, however this performance period may be extended at the PWR's discretion due to unforeseen delays not caused by the Contractor.

H. On-Call Services

Throughout the Contract's terms, including optional years, if any, the Contractor may be called upon by the PWR to perform vegetation and trash removal; and tree trimming/removal services on an on-call basis at additional flood control facilities within the Stormwater Maintenance Division's East Maintenance Area (See Exhibit P, Los Angeles County Flood Control District Boundary). Prior to providing any on-call services, the Contractor shall provide a written proposal using the rates identified under Item 3 of Forms PW-2.1 – PW-2.4, Schedule of Prices, based on a scope of work agreed upon between PWR and the Contractor. The Contractor shall not begin the requested work prior to receipt of written NTP from PWR. The

Contractor will be paid for any PWR requested as-needed services performed according with the NTP. However, when a condition threatens imminent injury to the public or damage to property, the Contractor may submit a preliminary proposal and obtain PWR or CM's approval via email. However, within 24 hours after receiving the approval, the Contractor, upon performing a condition assessment with PWR, shall submit a final written proposal to the PWR for approval. Any additional as-needed work will be a one-time occurrence unless otherwise specified in writing by the PWR or CM. PWR may request the Contractor to provide the on-call services anytime during the year.

Contractor shall have the ability to separate and transport all debris and green waste derived from the daily operation to a licensed, local and Public Works approved landfill, for trash disposal, and recycling facilities, for green waste.

I. Hours and Days of Service

Hours of services shall be primarily performed within 7 a.m. and 4 p.m., Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the CM or PWR. Work within the river shall only take place upon receipt of a clear-weather forecast.

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	Friday after Thanksgiving
Juneteenth Day	Christmas Day
Independence Day	

J. Contractor's Representative

Prior to start of work, the Contractor shall designate, in writing, a representative (Contractor's Representative) who shall have complete authority to act on its behalf. An alternate representative may be designated. Any order or communication given to the Contractor's Representative shall be deemed delivered to the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the Contractor or its designated Contractor's Representative, necessary or desirable directions or instruction may be given by the CM or PWR to the superintendent or person in charge of the specific work to which the order applies. The superintendent or person in charge shall promptly comply with such order and advise the Contractor or its Contractor's Representative.

In order to communicate with Public Works, the Contractor's Representative, superintendent, or person in charge of specific work shall be able to speak, read, and write the English language.

K. Execution of Work

To minimize possible hazard and to restore work areas to their original condition as soon as practicable, the Contractor shall diligently execute the work to completion. If, as determined by the PWR, the Contractor fails to execute the work to the extent that the above purpose is not being accomplished, the Contractor shall, upon orders from the PWR, immediately take steps necessary to fully accomplish said purposes. All cost of executing the work as described herein shall be included in the Forms PW-2.1 – PW-2.4, Schedule of Prices.

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the PWR to do so, the PWR may suspend the work in whole or in part, until the Contractor takes said steps.

If work is suspended through no fault of Public Works, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor.

L. Work by Others Due to Unsatisfactory Work Prosecution

If, as determined by the PWR, the Contractor is not executing the work in a satisfactory manner or is not providing for public safety and traffic control, the PWR will notify the Contractor of such unsatisfactory conditions in writing and will indicate when corrective work must be completed. If the Contractor fails to comply, Public Works may elect to do the work or have the work performed by others and deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from liability.

M. Rights of Way

The Contractor shall conduct all activities and operations within the confines of public roadways, parkways, and within the San Gabriel River right of way. The Contractor shall not allow its employees to use private property for any reason or to use water or electricity from such property without written permission from the owner.

If, for any reason, the Contractor elects to access property that is not included within the work area of this Contract, it shall first obtain written permission from the owner and provide evidence of such permission in writing to the PWR prior to entering upon such area. In performing any work or doing any Contract work,

inside or outside of public right of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations. The Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this Section and with permission from the owner or in violation of this Section without permission from the owner.

N. Equipment

The Contractor shall furnish and maintain all equipment in good and safe condition as required for the proper execution and inspection of the work. All equipment shall meet all requirements of applicable ordinances and laws. The PWR may reject any vehicle or piece of equipment not meeting these requirements. The Contractor shall promptly remove any vehicle or equipment rejected by PWR from the jobsite and replace it that same day.

**The Contractor shall use battery-electric operated hand tools such as chain saws, blower, weed wackers, etc., to provide these Contract services. The use of gas-powered hand tools to provide the services under this Contract is prohibited.**

Pruning and cutting tools shall be kept sharpened to a condition that will leave a smooth final cut of the cambium edge. Such tools shall also be kept clean and free from infectious materials.

Brush chippers shall comply with Cal/OSHA requirements.

Aerial equipment shall comply with Cal/OSHA and Federal ANSI-a. 982.2-1979 standards for vehicles mounted with elevating and rotating aerial devices and shall include dielectric certification for a 100 KV test. Aerial tower certificates shall be valid, active, and be always available on each vehicle for review by PWR.

Any heavy equipment utilized by the Contractor for this Contract shall comply with the American Association of State Highway Transportation Officials (AASHTO) H-20 loading weight requirement.

O. Permits

The Contractor shall comply with the requirements of the following regulatory permits when providing services under this Exhibit A.1, (Supplemental) Scope of Work:

1. Nationwide Permit, SPL-2013-00723-BLR, from the Department of Army, U.S. Army Corps of Engineers.

2. Waste Discharge Requirements Permit, Order No. R4-2018-0099, from the Regional Water Quality Control Board.
3. Alligatorweed Permit from the County of Los Angeles Department of Agriculture Commissioner and Weight and Measures.
4. Streambed Alteration Agreement, Agreement #5-076-99, and extension 1600-1999-0076-R5, from the State of California Department of Fish and Wildlife.

**Public works will provide copies of these regulatory permits upon request by the Contractor.** The Contractor shall always maintain copies of all the permits at the jobsite and shall comply with the permit conditions as it pertains to its operations.

P. Utilities

1. The County will not provide utilities.
2. Utility Lines

Utility owners should provide sufficient clearance from energized high voltage lines (600 volts or more). However, if any trees are within six feet of or extend through power lines energized in excess of 600 volts, the Contractor shall notify the utility owner to provide further tree trimming. The Contractor shall also notify the PWR of all trees requiring further trimming by the utility owner.

3. Protection

The Contractor shall be responsible for the protection of all utility facilities affected by the work. The Contractor shall not interrupt the service function or disturb any utility without authority from the owner or order from Public Works. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

The Contractor shall immediately notify the PWR, the affected property owner, and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged.

Q. Storage Facilities

The County will not provide storage facilities for the Contractor.

R. Removal and Transportation of Debris and Vegetation

All debris and vegetation derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall separate and dispose of all debris and vegetation derived from the clearing of this river only at licensed, local, Public Works approved landfill, for the debris, and recycling facility, for the green waste.

List of green waste recycling facilities can be found by accessing the following links:

[https://pw.lacounty.gov/epd/CD/cd\\_attachments/Recycling\\_Facilities.pdf](https://pw.lacounty.gov/epd/CD/cd_attachments/Recycling_Facilities.pdf)

<https://pw.lacounty.gov/epd/swims/ShowDoc.aspx?id=8693&hp=yes&type=PDF>

Failure by the Contractor to comply with the PWR's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension. Public Works will reimburse the Contractor for the Contractor's disposal and recycling fees plus a 10 percent handling charge upon the receipt of an invoice with attached appropriate receipts. Public Works will not pay for labor and transportation of debris to the disposal site. Transportation costs to and from the landfill sites shall be included in the Contractor's unit rates as listed in Forms PW-2.1 – PW-2.4, Schedule of Prices.

The Contractor shall not allow any debris or green waste from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

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

S. Alligator Weed

**No chemical eradication of weeds shall be allowed in this Contract.**

Per the Department of Agricultural Commissioner/Weights and Measures (ACWM):

1. Contractor shall comply with all requirements of the ACWM. All equipment



handling Alligator Weed infested soil or plant parts is to be thoroughly washed free of soil or debris and is to be inspected and released by the PWR before being transported to other sites. (See Exhibit M, Sample Vehicle Washing Station Drawing). Upon ACWM's request, a member of ACWM may inspect and release the Contractor's equipment before being transported to other sites.

2. The Contractor shall properly wash any vehicle or equipment that has entered the river bottom.
3. The Contractor is to confine dumping and soil stockpiling to specific spots approved by PWR.
4. The Contractor shall ensure that no hauling equipment leave the jobsite with loose dirt, overhanging plant material, or is overloaded to the extent that spillage could occur along the hauling route.
5. The Contractor shall cover or tarp the plant material or soil to be transported to the landfill to prevent scattering along the hauling route.
6. The Contractor shall directly transport vegetative matter from an alligator weed quarantine area to a Public Works approved disposal site and place it at their direction.
7. The Contractor shall ensure their truck gates are securely closed before leaving the disposal site.

T. Jobsite Maintenance

The Contractor shall leave each jobsite clean and free from green waste and debris. Failure of the Contractor to comply with the PWR's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

U. Complaints

Complaints resulting from the Contractor's operations will be referred to the Contractor by the PWR for its prompt handling and satisfactory adjustment. All such adjustments will be at the Contractor's expense, whether said complaints arise from Public Works authorities, or from private property owners and others.

V. Portable Toilets

The Contractor shall provide and maintain portable enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition.

W. Graffiti Control

The Contractor shall maintain the work, all of its equipment, and all traffic control devices, including signage, free of graffiti throughout the duration of this Contract. The Contractor shall respond to any request from the PWR to remove graffiti from the areas mentioned above within 24 hours of notification. Should the Contractor fail to respond to such request, Public Works reserves the right to make other arrangements for the requested graffiti removal and deduct the cost from any monies due the Contractor.

X. Special Safety Requirements

1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
2. The Contractor expressly acknowledges that flash flooding and/or fast running water may be encountered in the channels and rivers following storms. In addition, water may be released to the river from various reservoirs by the County, various Cities, and private organizations during non-storm periods without notice to the Contractor. The Contractor shall not attempt to enter the channel bottoms when rapidly flowing water is present since personnel and equipment could be swept downstream. The Contractor is solely responsible for determining whether the channels can be entered safely. If there is any doubt regarding safety in entering the channels, Contractor shall consult PWR.
3. Hard hats shall always be worn. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
4. Contractor shall inspect and identify, any condition(s) that renders any portion of the premises unsafe. Contractor shall notify the CM immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards, and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises.

5. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when work is adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety.

Contractor shall do the following for safety issues:

- a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's CM; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
  - b. Emergency Response: When the emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or Contractor, and direct emergency services to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
  - c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to Public Works Representative (PWR) within two business day or first day of the next business week. PWR will provide the report form.
  - d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.
  - e. Contractor shall provide traffic control that conforms to the most recent version of the California Department of Transportation Manual of Traffic Controls for Maintenance Work Zones wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the Contractor are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.
5. If Contractor's maintenance operations warrant closing the bicycle trail to the public, the Contractor shall contact Public Works Bicycle Trail Coordinator, at (626) 458-3960 at least 48 hours prior to the proposed closure of the bicycle trail. Contractor shall block the access road/bicycle trail and place signs at the point both upstream and downstream of the work area. The upstream and downstream closure points shall be as follows:

- a. The trail closure signs shall state the date of closure and the date the trail will be reopened.
- b. The signs shall also state the limits of the closure (where the bicyclist can re-enter the trail).
- c. The signs shall use 3-inch lettering.
- d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.

Y. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. Based on this mandate, all Contractors handling green waste materials for the County shall be required to divert all green waste materials from any landfills and cogeneration facilities. Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit and, therefore, may not be acceptable methods of disposal of this material. The Contractor shall be required to seek recycling alternatives for organic, biodegradable landscape waste materials resulting from the work under this Contract. Acceptable recycling alternatives would include the utilization of these materials as feedstock for composting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all green waste materials to their selected processor. Its costs shall be included in the rates provided in the Forms PW-2.1 – 2.4, Schedule of Prices. Materials earmarked to a landfill shall be delivered to an approved dumpsite. Green waste materials diverted from landfills to cogeneration facilities shall be registered on a log to be submitted monthly to the PWR. The use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939 or subsequent legislation. The proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

AA. SB 1383 Green Waste Recycling and Procurement of SB 1383 Compliant Compost and Mulch

As of January 1, 2020, the use of green waste as alternative daily cover does not constitute diversion through recycling and will be considered disposal for purposes of measuring a jurisdiction's 50% per capita disposal rate. Also, as of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill (SB) 1383.

The Contractor shall not dispose of green waste material(s) in a landfill. The Contractor shall identify means for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.

All such materials collected must be managed on-site or taken to an approved organic processing facility. If the composting or organic processing facility is off-site, then the Contractor shall provide the County with contact and location information for the facility. If the composting or organic processing facility is on-site at the generating facility, the Contractor shall train facility staff in managing the green waste and facility implementation to compost the acceptable materials.

The Contractor shall identify methods of preventing contamination, segregating paper or plastic found in landscaping waste, or removing debris such that those items do not end up contaminating green waste. The Contractor shall provide a report to the CM as to methods they have used to prevent contamination of green waste. As needed, the Contractor shall train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

Any compost or mulch purchased by the Contractor shall be SB 1383 compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383 compliant source prior to purchasing. Contractor shall provide documentation showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

BB. Responsibilities of the Contractor

The Contractor shall:

**(Please note: Subcontractors are not allowed for these services except for the use of a Tree Service Contractor holding a valid and active C-61 (D-49) License, an Arborist, and disposal company.)**

1. Have a minimum of three years of experience providing landscaping services being solicited.

**This requirement must be held by the Contractor and Subcontracting is not allowed.**

2. Provide on-site working supervising employee(s) with a minimum of three years of experience supervising landscaping services being solicited. Contractor's change in on-site supervisors shall be reported to the PWR.

Contractor shall submit the proposed on-site replacement supervisor resume to the PWR prior to reassignment of personnel.

**This requirement must be held by the Contractor and Subcontracting is not allowed.**

3. Maintain a copy of its truck driver(s) valid State of California Department of Motor Vehicles Class A or B commercial drivers' license as well as any other required licenses or endorsements required by Federal, State, and local regulations.
4. Maintain a valid and active State of California Class C-27 (Landscaping Contractor).

**This requirement must be held by the Contractor and Subcontracting is not allowed.**

5. Determine the appropriate license required to trim the trees as part of this Contract. Any tree trimming work which requires a C-61 (D-49) Limited Specialty Class, Tree Trimming Contractor's License, shall be performed by the Contractor or its Subcontractor(s), if any, holding a valid and active C-61 (D-49) license.
6. Maintain a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH).
7. Maintain and/or ensure any subcontractor(s) holds a copy of a valid and active arborist and/or horticulturist certification.
8. Maintain a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.
9. Complete all clearing work within the timeframe specified in Section G, Performance Period, of this Exhibit A.1, (Supplemental) Scope of Work.
10. Provide at least one person per crew who can speak, read, and write the English language.
11. Provide transportation for Contractor's personnel and equipment both to and from, and for travel around the jobsites, as well as transportation of all cleared vegetation, debris, and brush to a licensed local Public Works approved disposal site.
12. Be responsible for the security of the Contractor's equipment used at the

jobsites during working hours.

13. Perform fueling and servicing of the Contractor's equipment outside regular working hours.
12. Be prepared to provide a truck with an aerial manlift to reach tree limbs and vegetation that cannot be reached safely from the ground.
13. Replace equipment by the following workday in the event of equipment failure due to unforeseen circumstances.
14. Provide barriers and guards when and where it is necessary to effectively guard the public from danger as a result of the work being performed.
15. Be 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.
16. Submit all waste disposal and green waste recycling receipts on a weekly basis to the PWR.
17. Every Tuesday provide the PWR with weekly work progress report using Exhibit N, San Gabriel River Clearing Report, and before and after hard copy and digital photos of the jobsite for work completed during the previous week. If requested by PWR, the Contractor shall email before and after digital photos of the jobsite via an electronic format.
18. Be responsible for keys that are issued for the purpose of accessing the facilities. The Contractor shall also be responsible for locking all channel gates that were opened during the course of the workday. Crews are not to vacate a jobsite without locking the gates. Gates serving invert access ramps must be kept locked when not in use. The Contractor shall immediately inform the PWR of any gates that are missing a lock and/or upon discovering they have misplaced the keys and/or locks. The Contractor will reimburse the County for any keys and/or locks they have misplaced.
19. The Contractor is advised that bikeways and equestrian trails exist along many of the facilities. The Contractor shall conduct its activities in a manner that will not endanger the users or block access to these additional facilities.
20. Shall coordinate with the PWR and Public Works Biologist prior to the start of work.
21. Call PWR and (626)458-6177, 24 hours prior to entering river bottom, to

verify if there are any unscheduled flow releases and it is safe to enter the channel.

22. Maintain and/or ensure any subcontractor(s) use battery-electric operated hand tools to provide the services under this Scope of Work. **The use of gas-powered hand tools to provide the services under this Scope of Work is prohibited.**
23. Ensure that all equipment used is adjusted properly and adequately sharpened. The Contractor shall not use climbing spurs.
24. Repair any damage to Public Works facilities resulting from the Contractor's work including, but not limited to, irrigation systems, fences, gates, and access road pavement.
25. **Remove all green waste and litter and then properly recycle and/or dispose of them off-site at the end of each day's work.**
26. Provide a plan on how to prevent contamination of green waste by segregating trash and debris and obtain PWR approval.
27. Recycle green waste at a local processing facility approved by PWR.
28. Submit all green waste recycling weight using Exhibit O and tickets/receipts from the processing facility as part of the monthly invoice package.
29. **Submit complete invoice packages. Any invoice package, deemed incomplete by PWR or CM, may be rejected and the Contractor shall be required to resubmit a complete invoice package, which shall include an invoice with new date.**

CC. Responsibilities of Public Works

1. Public Works will provide a biologist to give directions to the Contractors during various maintenance activities (e.g., tree trimming, shrubbery pruning, and slope cutting recommendations) as indicated herein, or as needed.
2. The County will conduct jobsite inspections. All work performed by the Contractor under this Contract is subject to inspection and approval by the PWR. Inspection of the Contractor's work shall not relieve the Contractor of the obligation to fulfill all conditions of this Contract.

DD. Best Management Practices



Best Management Practices (BMP) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMP's) Manual. This publication is available from:

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

The Contractor shall have a minimum of two readily accessible copies of this publication on the job site at all times.

The Contractor shall implement the BMPs, as shown in Table A, and shall comply with the following requirements:

1. General

This work location lies within the boundaries of the Los Angeles Region of the Regional Water Quality Control Board and shall conform to the following requirements:

- a. Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the incorporated cities therein, Except the City of Long Beach (Order No. 01-182, NPDES No. CAS004001). Within the City of Long Beach (Order No. 99-060, NPDES No. CAS004003).
- b. Within the unincorporated areas of the County of Los Angeles, Los Angeles County Code, Chapter 12.80.

2. Water Quality Control

To ensure a minimum level of water quality control, the Contractor shall effectively implement and maintain appropriate Construction Site BMPs, as shown in Table A, and shall comply with the following requirements:

- a. Sediments shall not be discharged to the storm drain system or receiving waters.
- b. Sediments generated on the jobsite shall be contained within the jobsite using appropriate BMPs.

- c. No construction-related materials: waste, spills, or residue shall be discharged from the jobsite to streets, drainage facilities, receiving waters, or adjacent property by wind or runoff.
- d. Non-storm water runoff from equipment, vehicle washing, or any other activity shall be contained with the jobsite using appropriate BMPs.
- e. Erosion from exposed topsoil slopes and channels shall be prevented.
- f. No grading is permitted.
- g. Table A requirements from the BMP Handbook are the following:

<b>Table A Construction Site BMPs</b>		
<b>ID</b>	<b>BMP Name</b>	<b>Minimum Requirement</b>
<b>Non-Storm Water Management</b>		
NS-1	Water Conservation Practices	
NS-2	Dewatering Operations	
NS-3	Paving and Grinding Operations <sup>(2)</sup>	
NS-4	Temporary Stream Crossing	
NS-5	Clear Water Diversion	
NS-6	Illicit Connection/Illegal Discharge Detection and Reporting <sup>(2)</sup>	
NS-7	Potable Water/Irrigation	
NS-8	Vehicle Equipment Cleaning <sup>(2)</sup>	X
NS-9	Vehicle Equipment Fueling <sup>(2)</sup>	X
NS-10	Vehicle Equipment Maintenance <sup>(2)</sup>	X
<b>Waste Management and Material Pollution Control</b>		
WM-1	Material Delivery <sup>(2)</sup>	X
WM-2	Material Use <sup>(2)</sup>	X
WM-3	Stockpile Management <sup>(2)</sup>	
WM-4	Spill Prevention and Control <sup>(2)</sup>	X
WM-5	Solid Waste Management <sup>(2)</sup>	X
WM-6	Hazardous Waste Management	
WM-7	Contaminated Soil Management	
WM-8	Concrete Waste Management	
WM-9	Sanitary/Septic Waste Management <sup>(2)</sup>	X
WM-10	Liquid Waste Management	
<p>(1) Additional BMPs may be required as a result of actual field conditions, Contractor activities, or construction maintenance as recommended in BMP Handbook.</p> <p>(2) As required on all projects as determined by Public Works.</p>		

The Contractor shall become fully knowledgeable and fully comply with the applicable provisions of the BMP Handbook, permits, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from the jobsite. Copies of the permits will be provided by Public Works to the Contractor.

3. Implementation Requirements

The Contractor shall effectuate a program for implementing, inspecting, and maintaining water pollution control practices for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control. Soil stabilization, erosion and sediment control practices conforming to the "Minimum Requirements" specified in Table A and depicted in the BMP Handbook shall be implemented throughout the rainy season, defined as between October 15 and April 15, and whenever the National Weather Service predicts rain within 24 hours. The National Weather Service weather forecast shall be monitored by the Contractor on a daily basis. An alternative weather forecast service may be used if approved by the PWR. If precipitation is predicted, the rainy season water pollution control practices shall be deployed prior to the onset of the precipitation.

The non-rainy season shall be defined as all days outside the defined rainy season. Disturbed soil areas within the jobsite shall be protected in conformance with the requirements in the BMP Handbook with an effective combination of tracking control, soil stabilization, and erosion and sediment control. Additionally, if Public Works has determined that the Contractor has not properly maintained an effective year round program for implementing, inspecting, and maintaining appropriate water pollution control practices for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control, the PWR will direct the Contractor to immediately deploy effective BMPs conforming to the requirements in Table A and the BMP Handbook.

4. Maintenance

The Contractor shall be responsible for implementation of all applicable water pollution control BMPs identified in Table A of this Exhibit A.1, (Supplemental) Scope of Work, including installations, construction, inspections, maintenance, and removal or disposal of any materials from the jobsite to conform to the BMP requirements. Unless otherwise directed by the PWR, the Contractor shall be responsible for BMP implementation and maintenance throughout any temporary suspension of the work. The

jobsite shall be inspected, and findings recorded on a weekly BMP checklist by the Contractor when the following occurs:

- a. Prior to a forecast storm
- b. After a precipitation event which causes site runoff
- c. At 24-hour intervals during extended precipitation events.

5. Report of Discharge, Notices, or Orders

If the Contractor identifies any discharge into receiving waters in a manner causing, or potentially causing, a condition of pollution, or if the Contractor receives a written notice, or order from any regulatory agency, the Contractor shall so inform the PWR within 24 hours. The Contractor shall submit a written report to the PWR within five working days of the discharge event, notice, or order. The report shall include the following information:

- a. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- b. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- c. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent recurrence.
- d. An implementation and maintenance schedule for any affected water pollution control practices.

6. Enforcement and Penalties

Public Works, as a permittee, is subject to enforcement actions by the State Water Resources Control Board (SWRCB), 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 provisions in this Section AA, BMP, and/or less than complete implementation of the specified BMPs in this Section's Table A.

The Contractor shall be responsible for the costs and for the liabilities imposed by law as a result of the Contractor's failure to comply with this

Scope of Work. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the County, Public Works, or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act. In addition, Public Works will deduct from any monies due the Contractor, the total amount of any legal fees, staff costs, and consultant fees as a result of the Contractor's non-compliance with this Scope of Work.

The Contractor shall notify the PWR immediately following receipt of a request from any jurisdictional regulatory agency, to enter, inspect, sample, monitor, or otherwise access the jobsite or the Contractor's records pertaining to water pollution control.

7. Payment

Full compensation for the implementation of BMPs, including installation, maintenance, removal, and the furnishing of all necessary labor, equipment, materials, and all other related costs shall be considered as included in the Contractor's unit rates specified on Forms PW-2.1 – PW-2.4, Schedule of Prices.

Additional BMPs may be required as a result of a change in actual field conditions, Contractor's activities, or construction maintenance. 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.

EE. Fish and Wildlife Code

In accordance with California Fish and Game Code, Section 3503, the Contractor shall not take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise permitted by law. In case of an accidental take, the Contractor shall contact the California Department of Fish and Wildlife at (562) 590-5185.

FF. Noncompliance with Specifications

Failure of the Contractor to comply with any requirement of the Specifications and to immediately remedy any such noncompliance upon notice from the PWR may result in suspension of invoice payments. Any invoice payments so suspended shall remain in suspension until the Contractor's operations are brought into compliance to the satisfaction of the PWR. No additional compensation will be allowed as a result of suspension of invoice payments due to noncompliance with the Specifications.

GG. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the PWR. All costs to the Contractor for protecting and restoring existing improvements shall be considered as included in the unit rates specified on Forms PW-2.1 – PW-2.4, Schedule of Prices.

HH. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all Federal, State, and local laws, ordinances, and regulations, which are applicable to the work.

II. Traffic Control

1. Unless otherwise authorized, traffic shall be permitted to pass through the jobsites without interruption or delay and the Contractor shall conduct its operations within the roadway parking lanes and parkway areas.
2. If, in the opinion of the PWR, it is necessary to close a traffic lane, shifting of traffic from one lane to another shall be performed in such a manner that traffic may move smoothly without any sudden changes from one lane to another.
3. Contractor shall provide traffic detour plans including, but not limited to, detour plan while working along bike paths and traffic control in the travel way during entrance and exit of equipment to and from the jobsite as needed. Contractor will provide all necessary items (e.g., detour signs, cones, barricades, flaggers etc.) to accomplish this task. All traffic control plans and devices shall meet the latest versions of the State of California Standard Specifications and Standard Plans and Manual on Uniform Traffic Control Devices (MUTCD) unless otherwise directed by the PWR.
4. Traffic lanes on multilane highways within unincorporated County areas shall not be closed during peak hour traffic, which is typically prior to 9 a.m. and after 4 p.m.
5. The Contractor shall comply with all applicable traffic control requirements for the work.

6. Any action on the part of the PWR in directing the Contractor's attention to inadequacy of the required traffic safety devices and services or any action of Public Works to alleviate the Contractor's inadequacies shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to provide and maintain these devices and services. If the Contractor fails to provide and maintain these devices and services and Public Works is required to alleviate said condition, the total charges of labor, equipment and materials, including overhead and transportation, accrued by Public Works for such work will be deducted from the Contract payments to the Contractor.
7. The Contractor shall be responsible for compliance with additional public safety requirements, which may arise during the work. The Contractor shall furnish and install, and upon completion of the work, promptly remove all signs and warning devices.
8. The Contractor shall make a maximum effort to maintain pedestrian access through the work area and vehicular access through driveways to private property. If the sidewalk is to be closed, the Contractor shall post appropriate warning signs.
9. All costs incurred by the Contractor in complying with the above traffic control requirements shall be considered as included in the unit rates specified on Forms PW-2.1 – PW-2.4, Schedule of Prices.

JJ. Project Safety Official

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

KK. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any

determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.

2. A Contractor 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.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

LL. 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 of 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 the performance of the Contract work.
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and



cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.

- d. The parties are not under any compulsion to Contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
  - f. It would be difficult for the County to prove 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 and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract, or approved by CM.
  - 4. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance and assess liquidated damages pursuant to this section.

**SCHEDULE OF PRICES**  
**(FORM PW-2.1)**

[TO BE DETERMINED]

**INTENTIONALLY OMITTED**

Exhibit B: Service Contract General Requirements

Exhibit C: Internal Revenue Service Notice 1015

Exhibit D: Safely Surrendered Baby Law Posters

Exhibit E: Defaulted Property Tax Reduction Program

See Request for Statement of Qualifications for On-Call Channel Clearing Services (2015-SQAN007) for the above Exhibits, and Addenda 1-2 to be incorporated herein by reference.

**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.1 through P, inclusive, of this Contract (Exhibits A.1-P) and this PRS, Exhibits A.1-P shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-P, 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
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Provide 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 a.m. and after 4 p.m.	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through P, inclusive, of this Contract (Exhibits A.1-P) and this PRS, Exhibits A.1-P shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-P, 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. Provide all tools and equipment	All tools and equipment are in proper working order and have been promptly replaced as required.	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Use of battery-electric operated hand tools	Contractor shall only use battery-electric hand tools such as chain saws, blowers, weed wackers, etc. to perform the work. Use of gas-powered hand tools to provide the services under this scope of work is prohibited.	\$50 per occurrence, per hand tool.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Disposal of trash/debris and green waste	The Contractor shall legally dispose of all debris and trash on a permanent basis at a licensed local landfill approved by Public Works.	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. San Gabriel River Clearing Report	This form shall be filled out and signed by the Contractor and countersigned by a PWR at the completion of each facility.	\$25 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through P, inclusive, of this Contract (Exhibits A.1-P) and this PRS, Exhibits A.1-P shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-P, 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
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Employees Well Oriented to Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Training program	Document training of each employee.	\$250 per untrained employee.	<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.1 through P, inclusive, of this Contract (Exhibits A.1-P) and this PRS, Exhibits A.1-P shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-P, 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. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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## 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.1 through P, inclusive, of this Contract (Exhibits A.1-P) and this PRS, Exhibits A.1-P shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-P, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
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. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. 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	
5. 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	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of	<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**

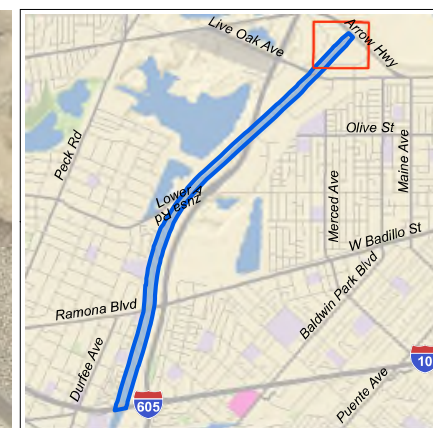
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Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	consent of County.	contract.		
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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Aerial Source: LAR4AC 2014

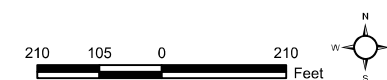


## EXHIBIT G.1

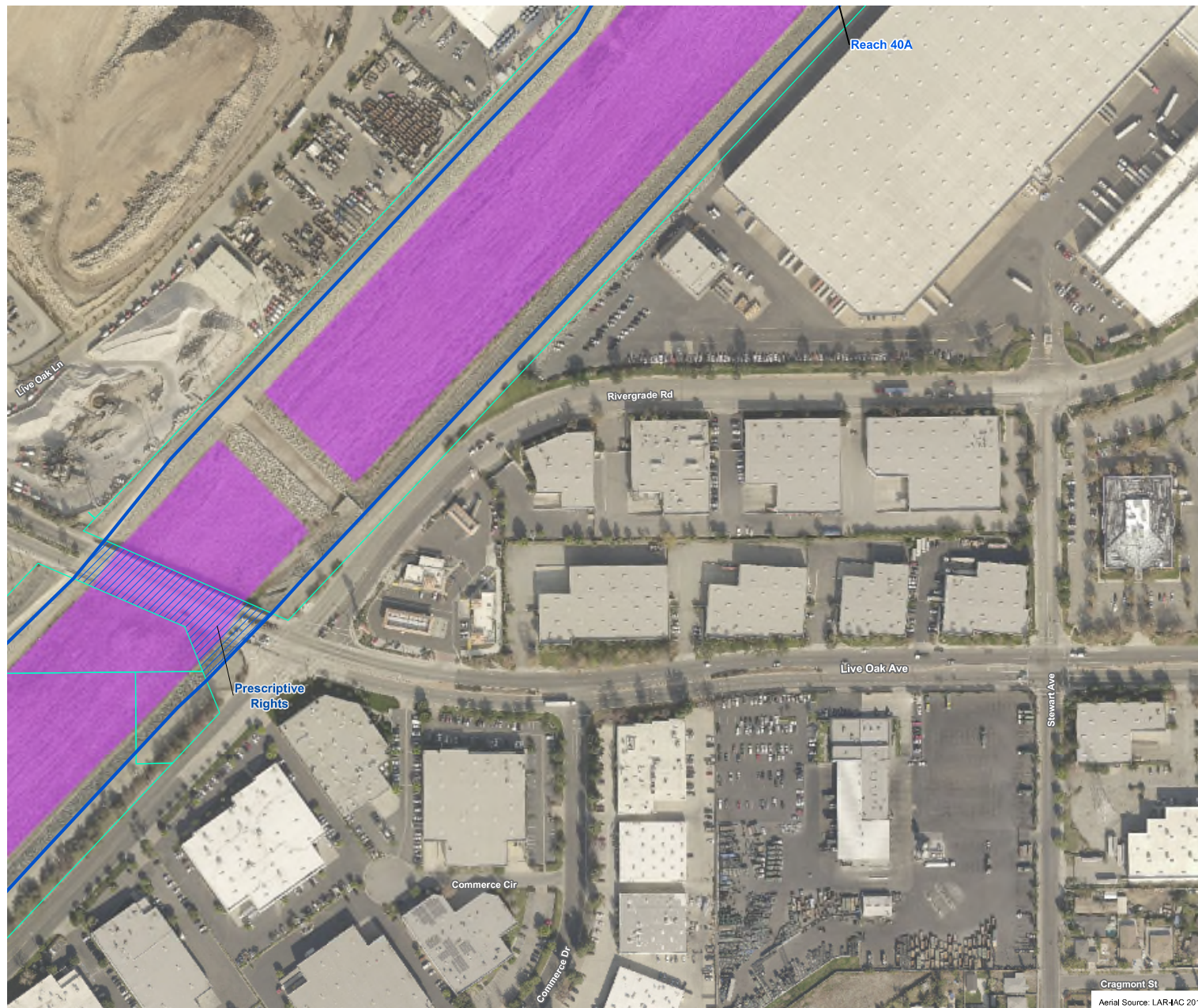
### San Gabriel River - Santa Fe Dam to I-10 Freeway

#### Legend

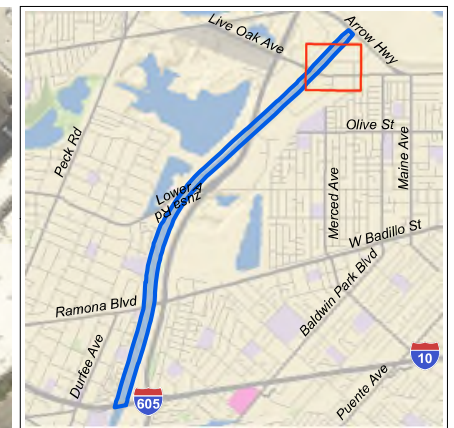
-  **Reach Limits:** Include top-of-bank to top-of-bank and do not include access roads. (This generally coincides with CDFW jurisdiction.)
-  **LACFCD Easements**
-  **Non-woodland Bi-annual Impact Area:** Non-woodland Impact Areas that are cleared bi-annually instead of annually.









Aerial Source: LAR-IAC 2014



## EXHIBIT G.1

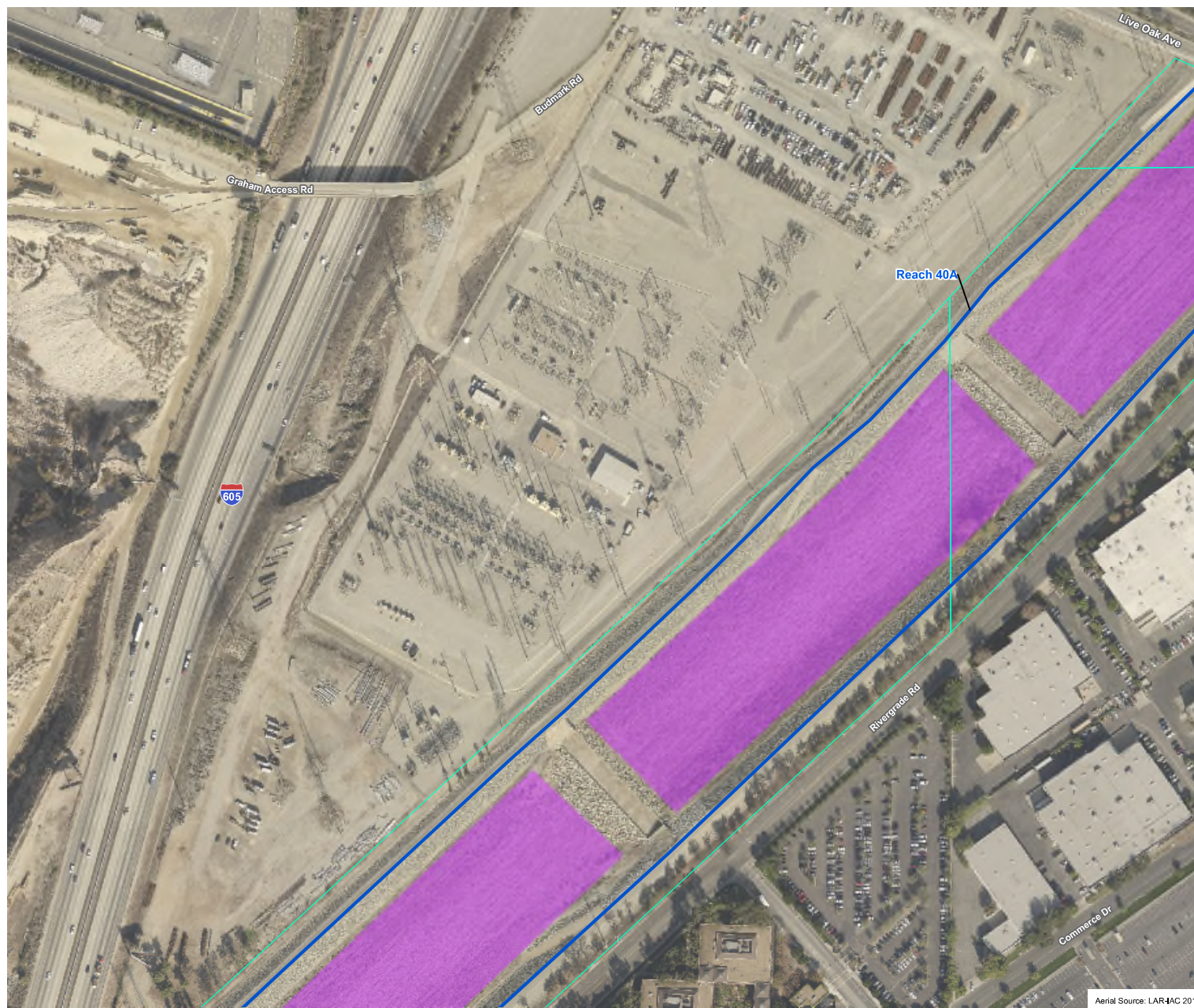
### San Gabriel River - Santa Fe Dam to I-10 Freeway

#### Legend

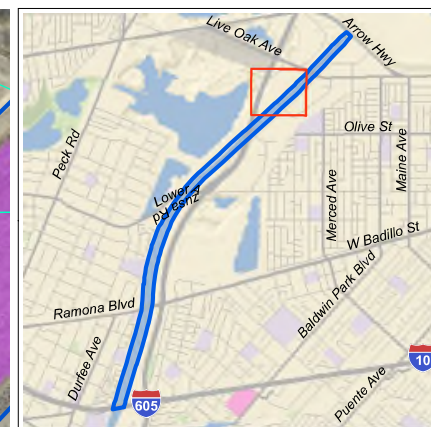
-  **Reach Limits:** Include top-of-bank to top-of-bank and do not include access roads. (This generally coincides with CDFW jurisdiction.)
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-  **LACFCD Easements**
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Aerial Source: LARAC 2014

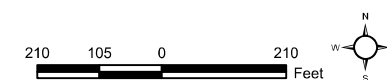


## EXHIBIT G.1

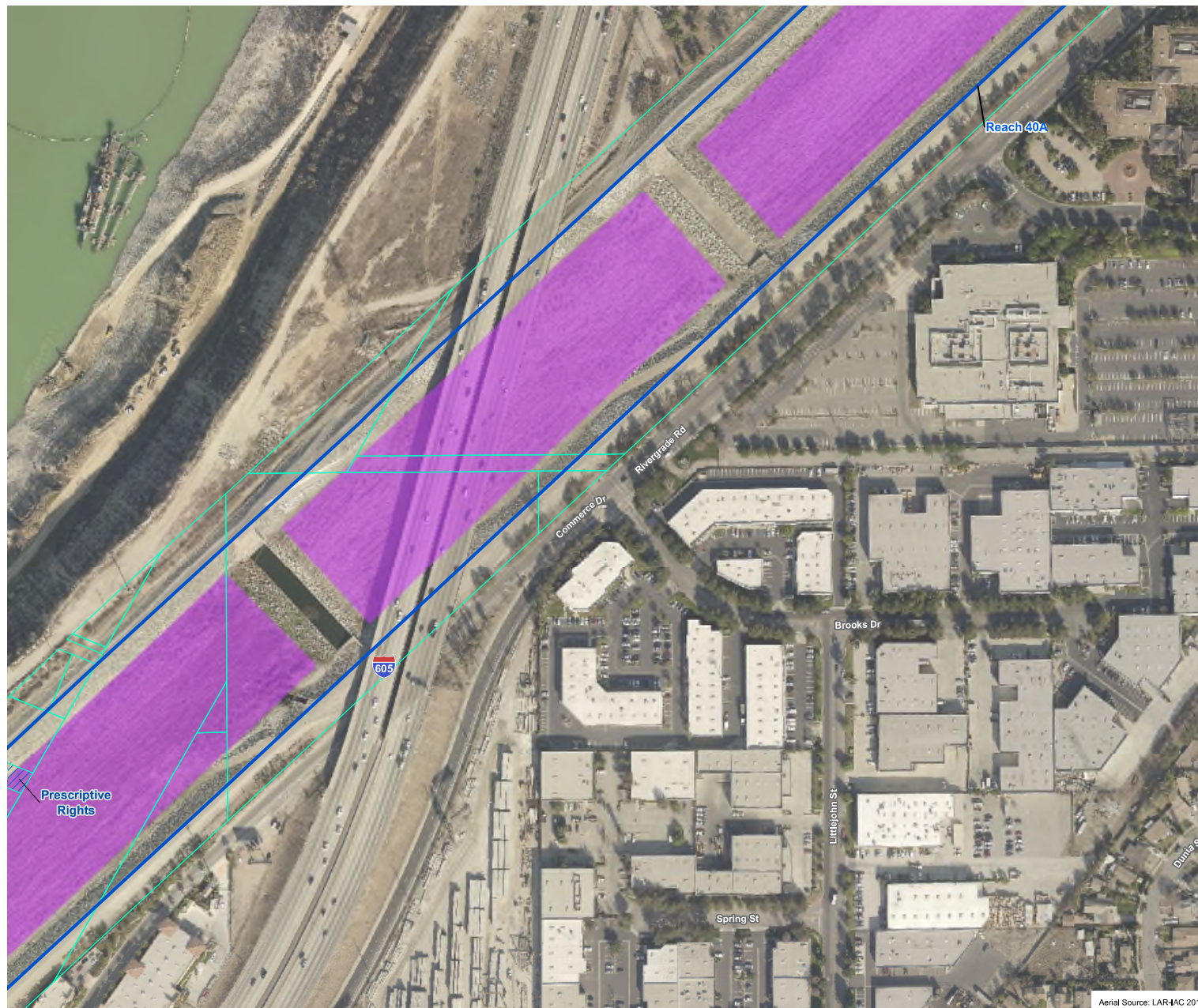
### San Gabriel River - Santa Fe Dam to I-10 Freeway

#### Legend

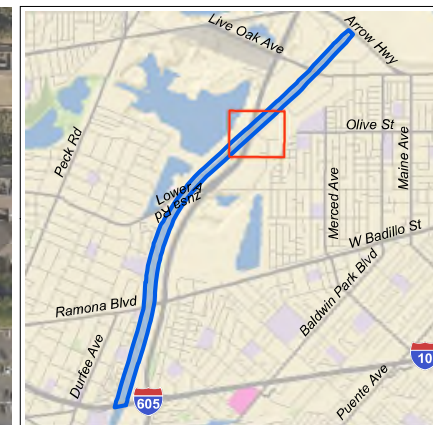
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Aerial Source: LARAC 2014

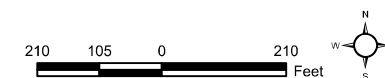


## EXHIBIT G.1

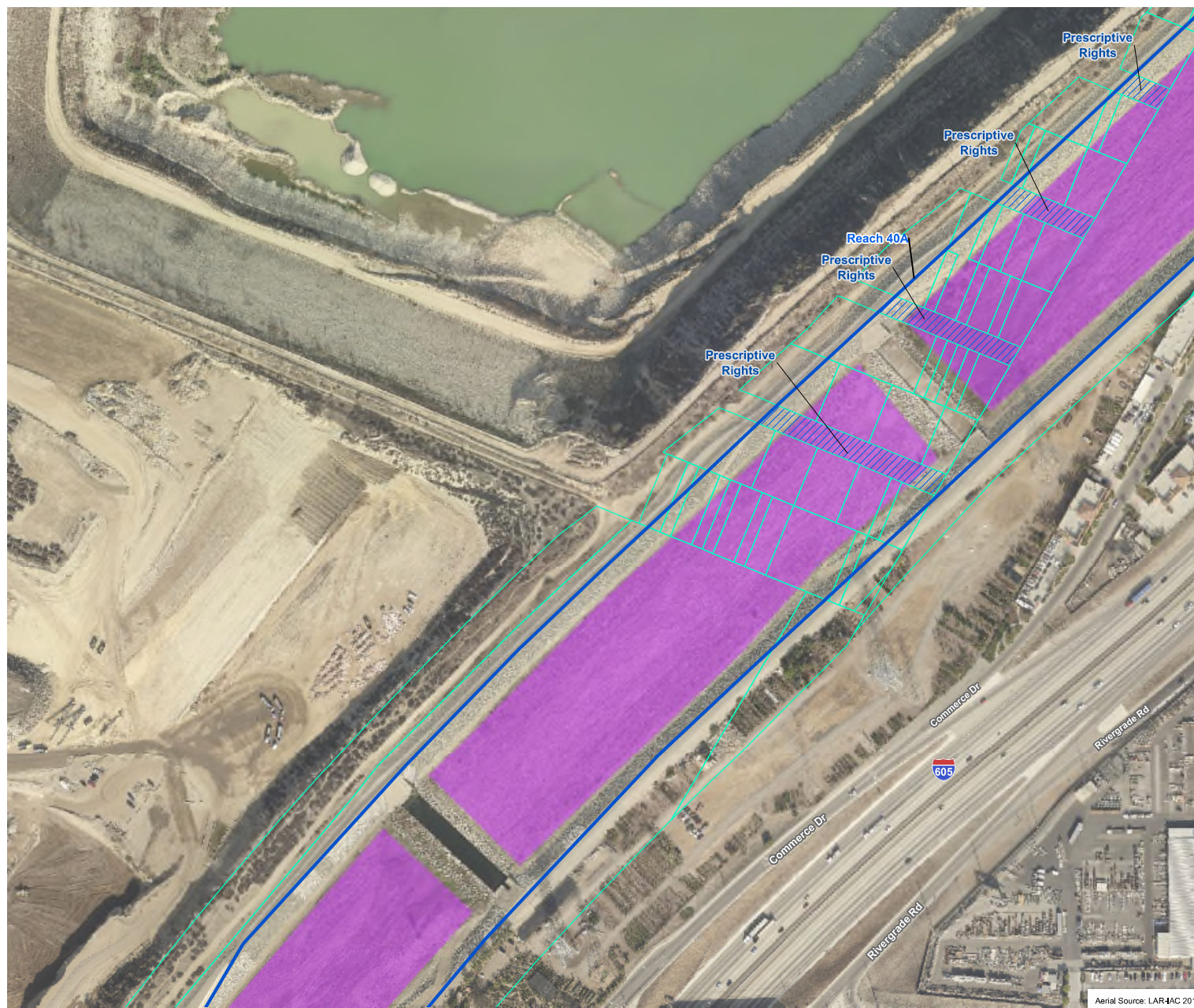
### San Gabriel River -Santa Fe Dam to I-10 Freeway

#### Legend

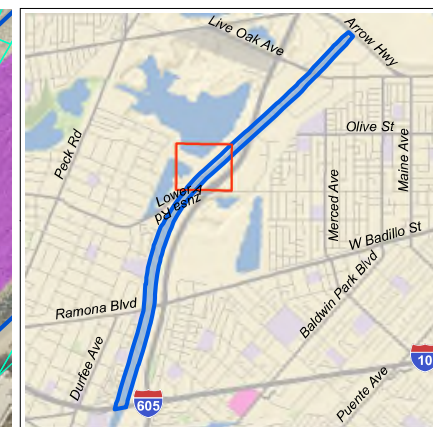
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Aerial Source: LAR4AC 2014

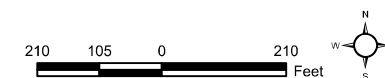


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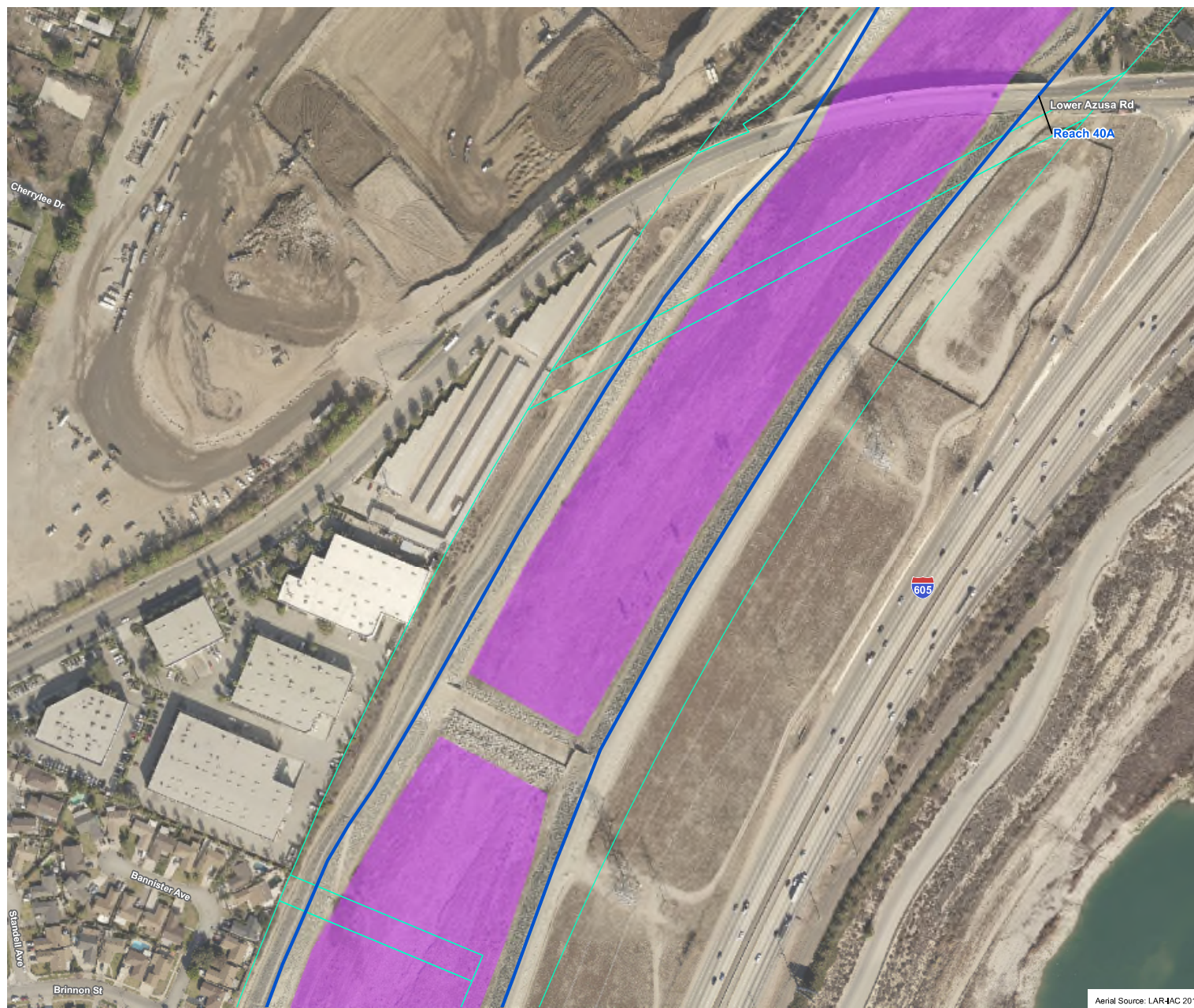
### San Gabriel River - Santa Fe Dam to I-10 Freeway

#### Legend

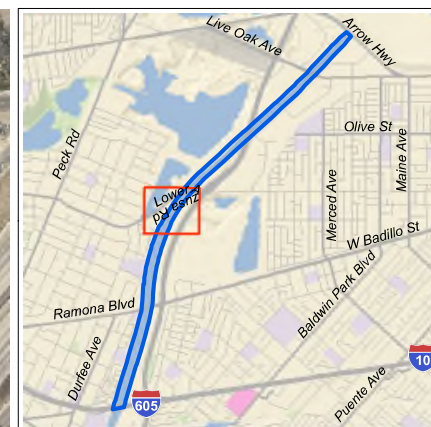
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-  **Non-woodland Bi-annual Impact Area:** Non-woodland Impact Areas that are cleared bi-annually instead of annually.










Aerial Source: LAR4AC 2014

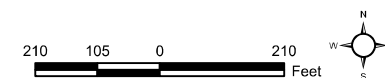


## EXHIBIT G.1

### San Gabriel River - Santa Fe Dam to I-10 Freeway

#### Legend

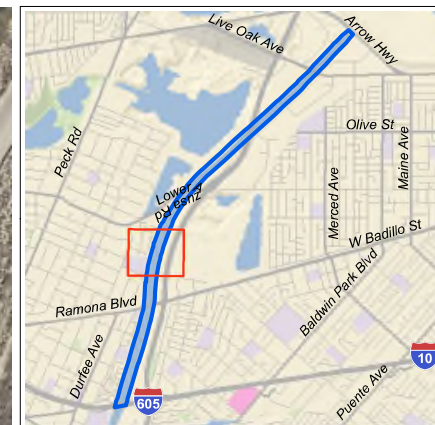
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-  **LACFCD Easements**
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Aerial Source: LARAC 2014

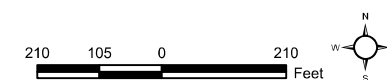


## EXHIBIT G.1

### San Gabriel River - Santa Fe Dam to I-10 Freeway

#### Legend

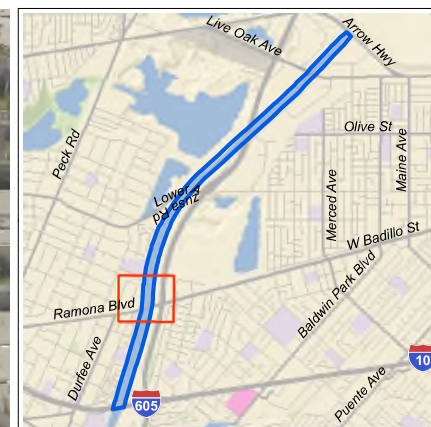
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Aerial Source: LAR-AC 2014

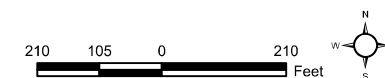


## EXHIBIT G.1

### San Gabriel River - Santa Fe Dam to I-10 Freeway

#### Legend

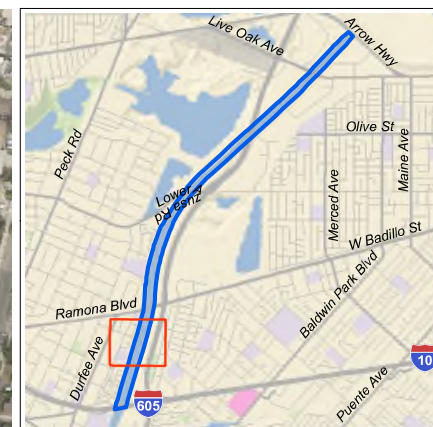
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Aerial Source: LAR4AC 2014

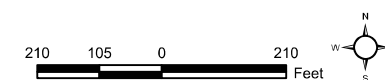


## EXHIBIT G.1

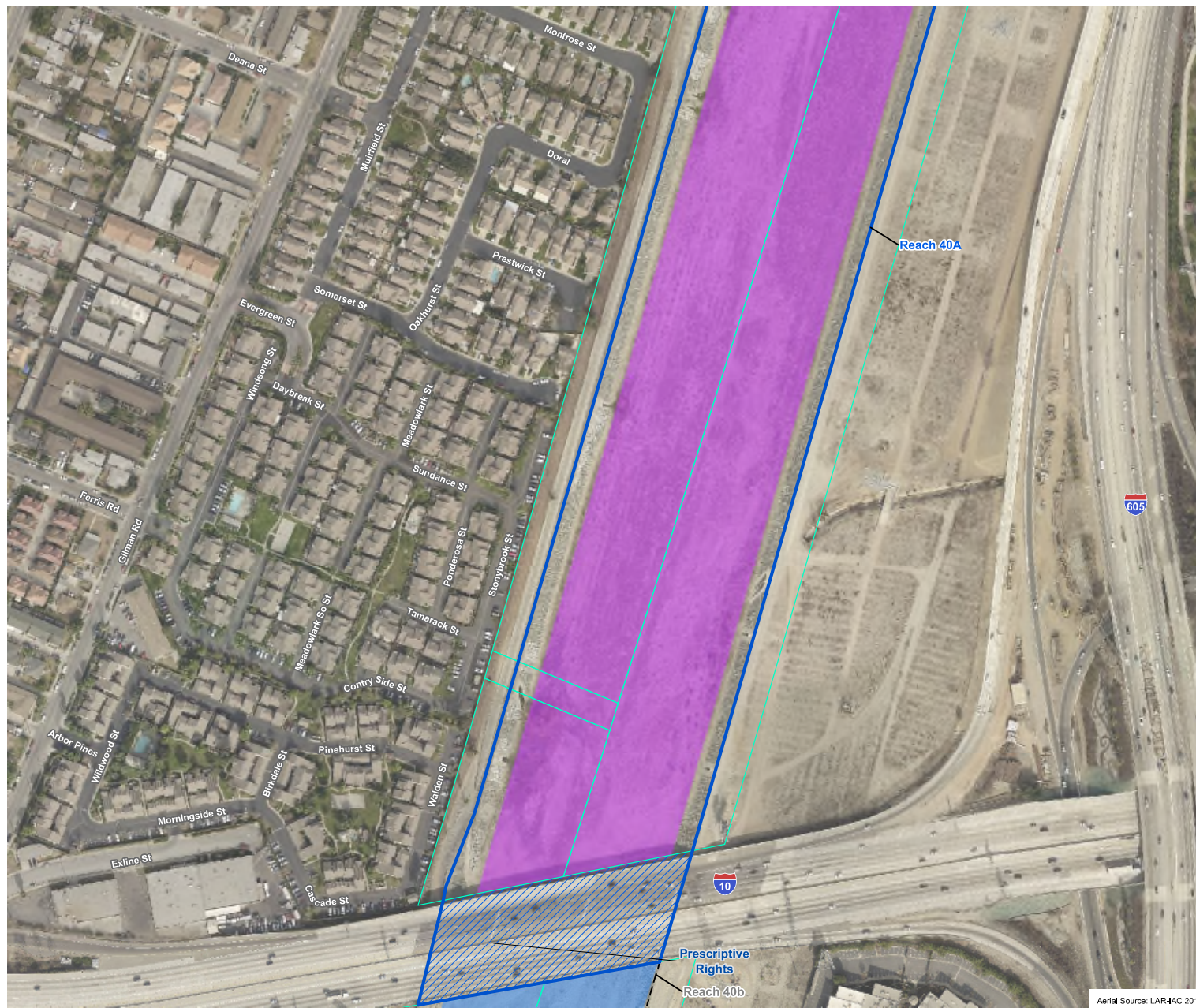
### San Gabriel River -Santa Fe Dam to I-10 Freeway

#### Legend

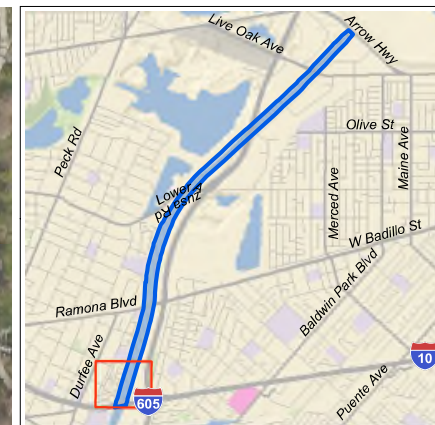
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-  LACFCD Easements
-  Non-woodland Bi-annual Impact Area: Non-woodland Impact Areas that are cleared bi-annually instead of annually.













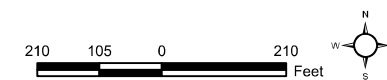
Aerial Source: LARAC 2014



## EXHIBIT G.1 San Gabriel River - Santa Fe Dam to I-10 Freeway

### Legende

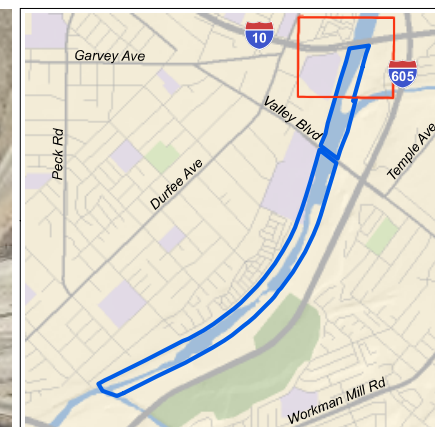
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-  **Adjacent Reaches**
-  **LACFCD Easements**
-  **Non-woodland Impact Area:** Areas that have the shrubs and herbaceous vegetation cleared. Trees with canopies do not grow in these habitat types.
-  **Non-woodland Bi-annual Impact Area:** Non-woodland Impact Areas that are cleared bi-annually instead of annually.












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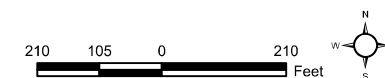


## EXHIBIT H.1

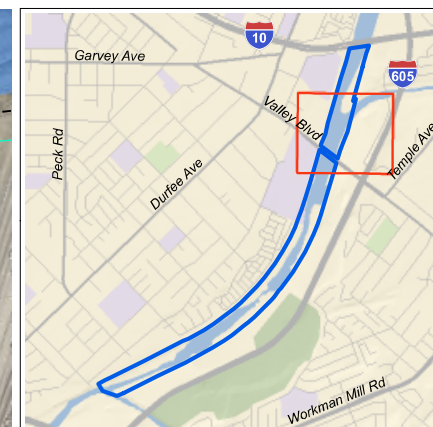
### San Gabriel River - I-10 Freeway to Thienes Avenue

#### Legend

-  Reach Limits; include top-of-bank to top-of-bank and do not include access roads. (This generally coincides with CDFW jurisdiction.)
-  Adjacent Reaches
-  LACFCD Easements
-  Non-woodland Impact Area: Areas that have the shrubs and herbaceous vegetation cleared. Trees with canopies do not grow in these habitat types.
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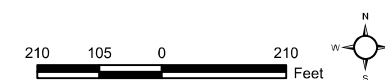




**EXHIBIT H.1**  
**San Gabriel River - I-10**  
**Freeway to Thienes**  
**Avenue**

### Legend

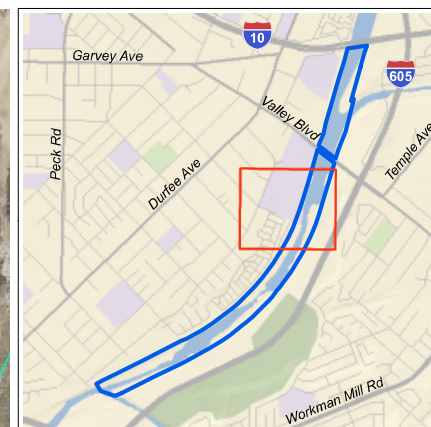
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- Prescriptive Rights:** *Small portions of the channel invert that a) do not have LACFCD easements and b) have been continually maintained since 1997.*
- Adjacent Reaches**
- LACFCD Easements**
- Woodland Impact Area (tree canopy remains intact):** *Areas that have the understory cleared of small shrubs and herbaceous vegetation. Trees are lollipopped so canopies remain intact.*
- Non-woodland Impact Area:** *Areas that have the shrubs and herbaceous vegetation cleared. Trees with canopies do not grow in these habitat types.*
- Preserved Polygon:** *Native vegetation rooted in the channel invert that is not maintained or touched in anyway. Non-native vegetation can be removed.*







Aerial Source: LAR4AC 2014

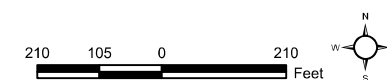


## EXHIBIT H.1

### San Gabriel River - I-10 Freeway to Thienes Avenue

#### Legend

- Reach Limits:** *Include top-of-bank to top-of-bank and do not include access roads. (This generally coincides with CDFW jurisdiction.)*
- LACFCD Easements**
- Woodland Impact Area (tree canopy remains intact):** *Areas that have the understory cleared of small shrubs and herbaceous vegetation. Trees are lollipped so canopies remain intact.*
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Aerial Source: LAR4AC 2014

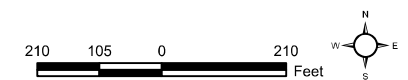


## EXHIBIT H.1

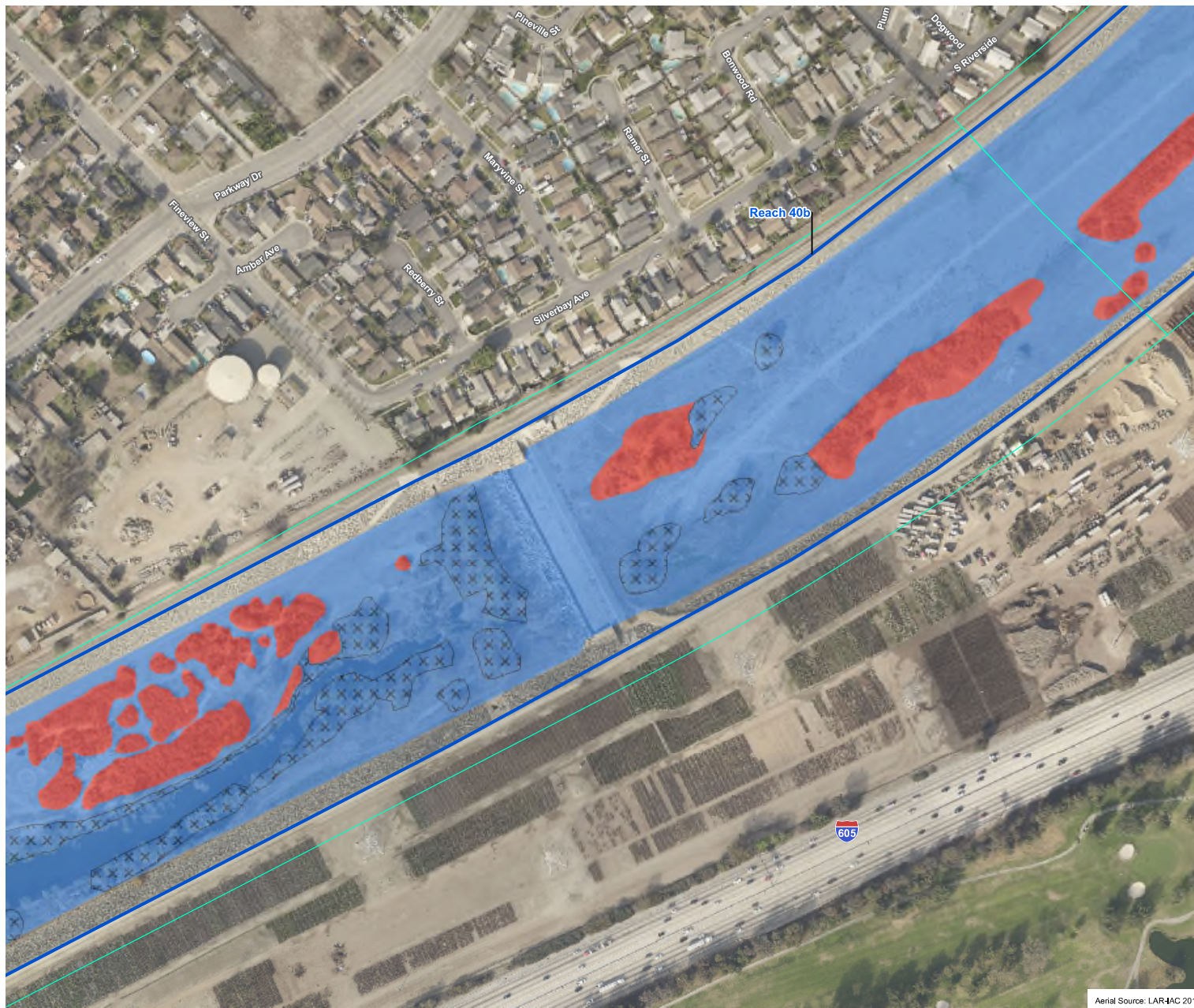
### San Gabriel River - I-10 Freeway to Thienes Avenue

#### Legend

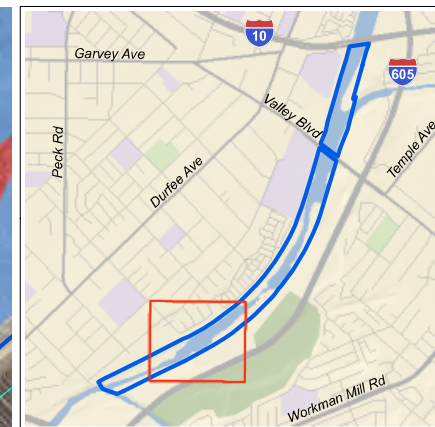
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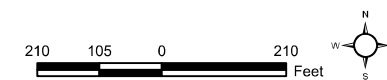


## EXHIBIT H.1

### San Gabriel River - I-10 Freeway to Thienes Avenue

#### Legend

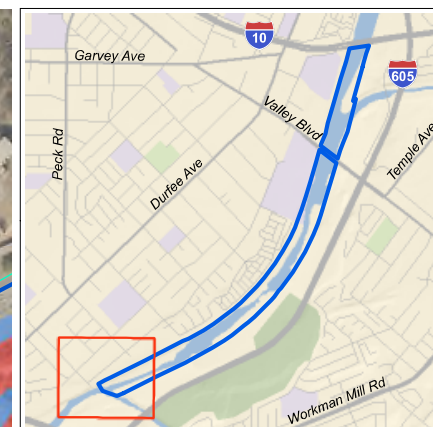
-  **Reach Limits:** Include top-of-bank to top-of-bank and do not include access roads. (This generally coincides with CDFW jurisdiction.)
-  **LACFCD Easements**
-  **Woodland Impact Area (tree canopy remains intact):** Areas that have the understory cleared of small shrubs and herbaceous vegetation. Trees are lollipop so canopies remain intact.
-  **Non-woodland Impact Area:** Areas that have the shrubs and herbaceous vegetation cleared. Trees with canopies do not grow in these habitat types.
-  **Preserved Polygon:** Native vegetation rooted in the channel invert that is not maintained or touched in anyway. Non-native vegetation can be removed.













Aerial Source: LARAC 2014

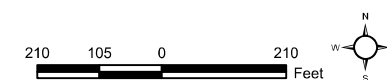


## EXHIBIT H.1

### San Gabriel River - I-10 Freeway to Thienes Avenue

#### Legend

-  **Reach Limits:** Include top-of-bank to top-of-bank and do not include access roads. (This generally coincides with CDFW jurisdiction.)
-  **Prescriptive Rights:** Small portions of the channel inverts that a) do not have LACFCD easements and b) have been continually maintained since 1997.
-  **LACFCD Easements**
-  **Woodland Impact Area (tree canopy remains intact):** Areas that have the understory cleared of small shrubs and herbaceous vegetation. Trees are lollipped so canopies remain intact.
-  **Non-woodland Impact Area:** Areas that have the shrubs and herbaceous vegetation cleared. Trees with canopies do not grow in these habitat types.
-  **Preserved Polygon:** Native vegetation rooted in the channel invert that is not maintained or touched in anyway. Non-native vegetation can be removed.

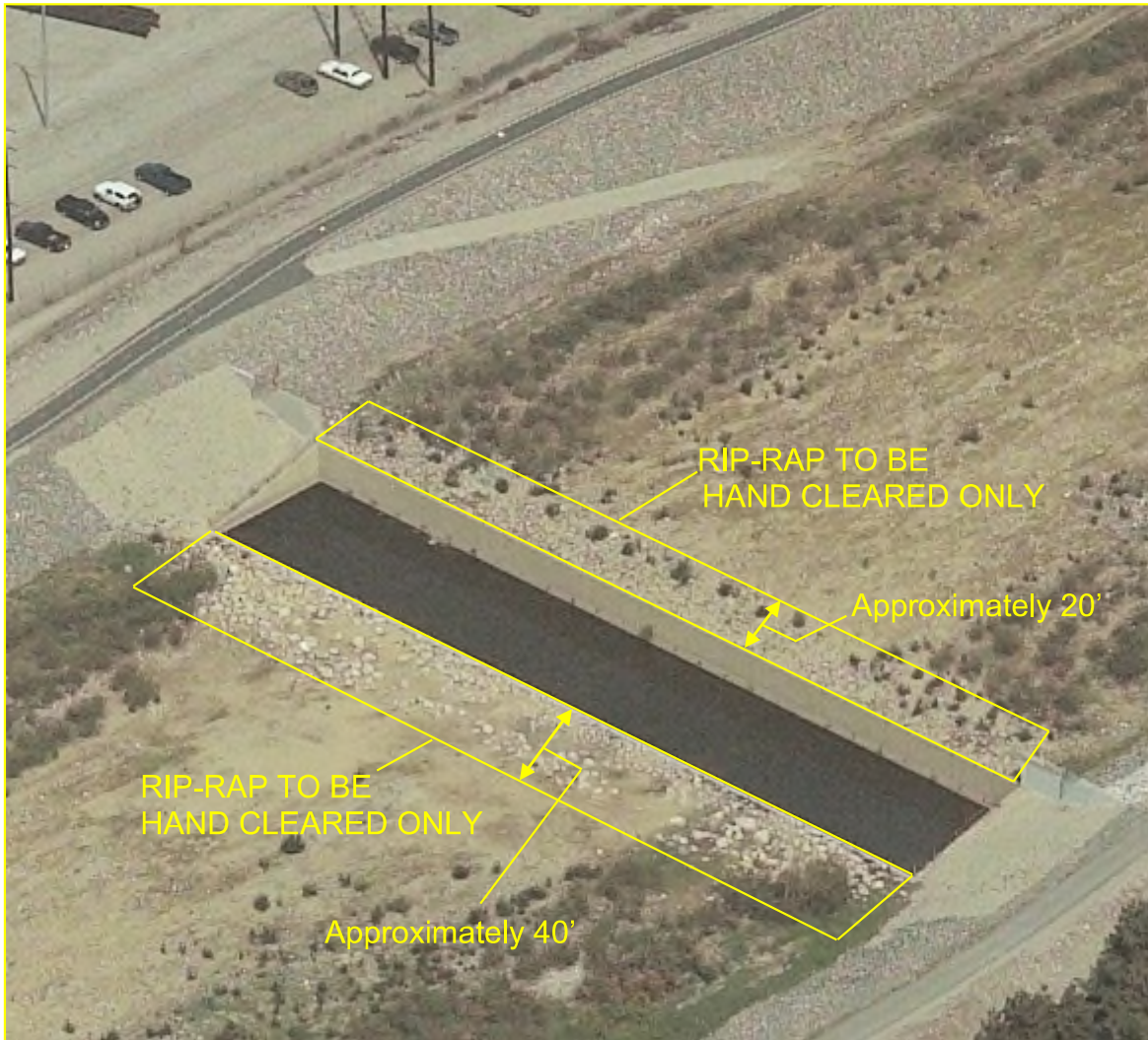


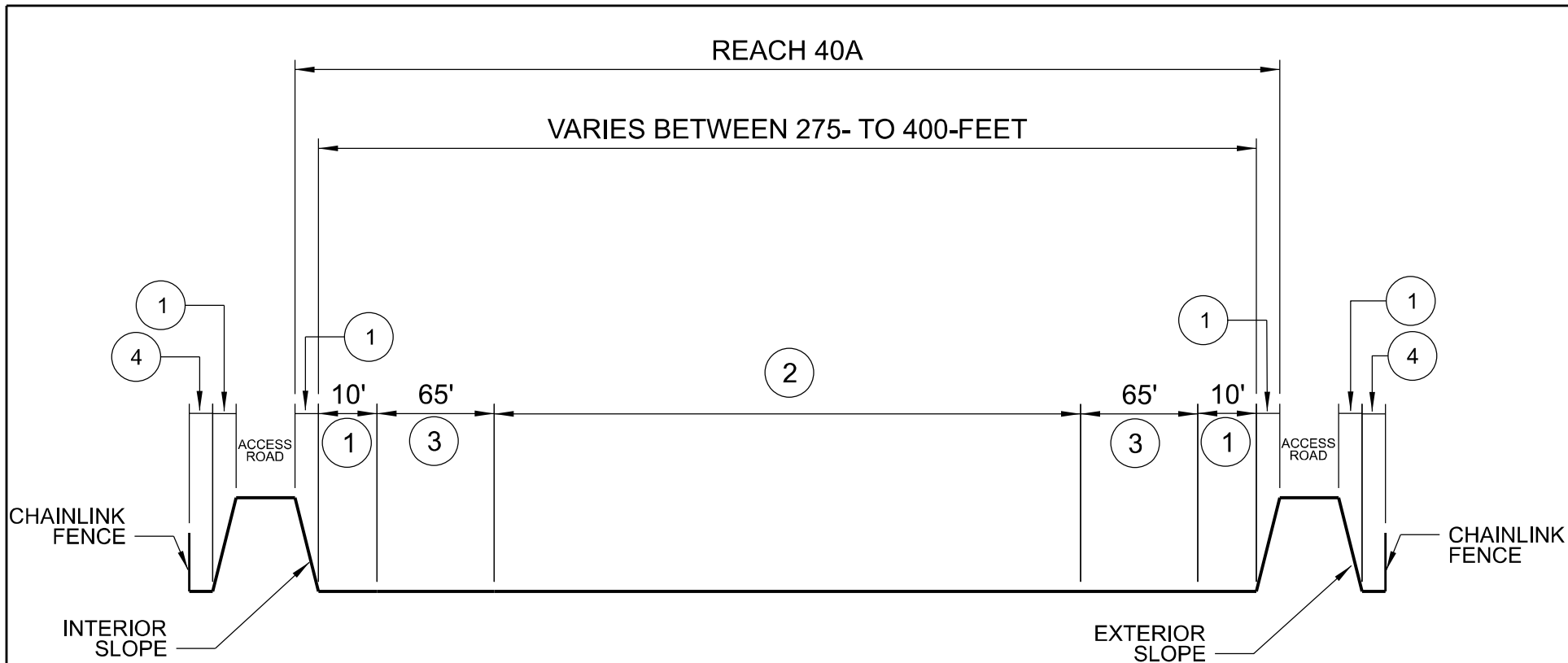




San Gabriel River - Santa Fe Dam to the Thienes Avenue

Drop Structure





- ① REMOVE ALL DEBRIS AND MANUALLY CLEAR VEGETATION.
- ② REMOVE ALL DEBRIS, MOW OR MANUALLY CLEAR VEGETATION.
- ③ PROTECTED VEGETATION.
- ④ REMOVE ALL DEBRIS, CLEAR VEGETATION, TRIM TREES TO OBTAIN LOLLIPOP SHAPE, AND TRIM OVERHANGING TREES FROM ADJACENT PROPERTIES BACK TO THE CHAIN LINK FENCE.

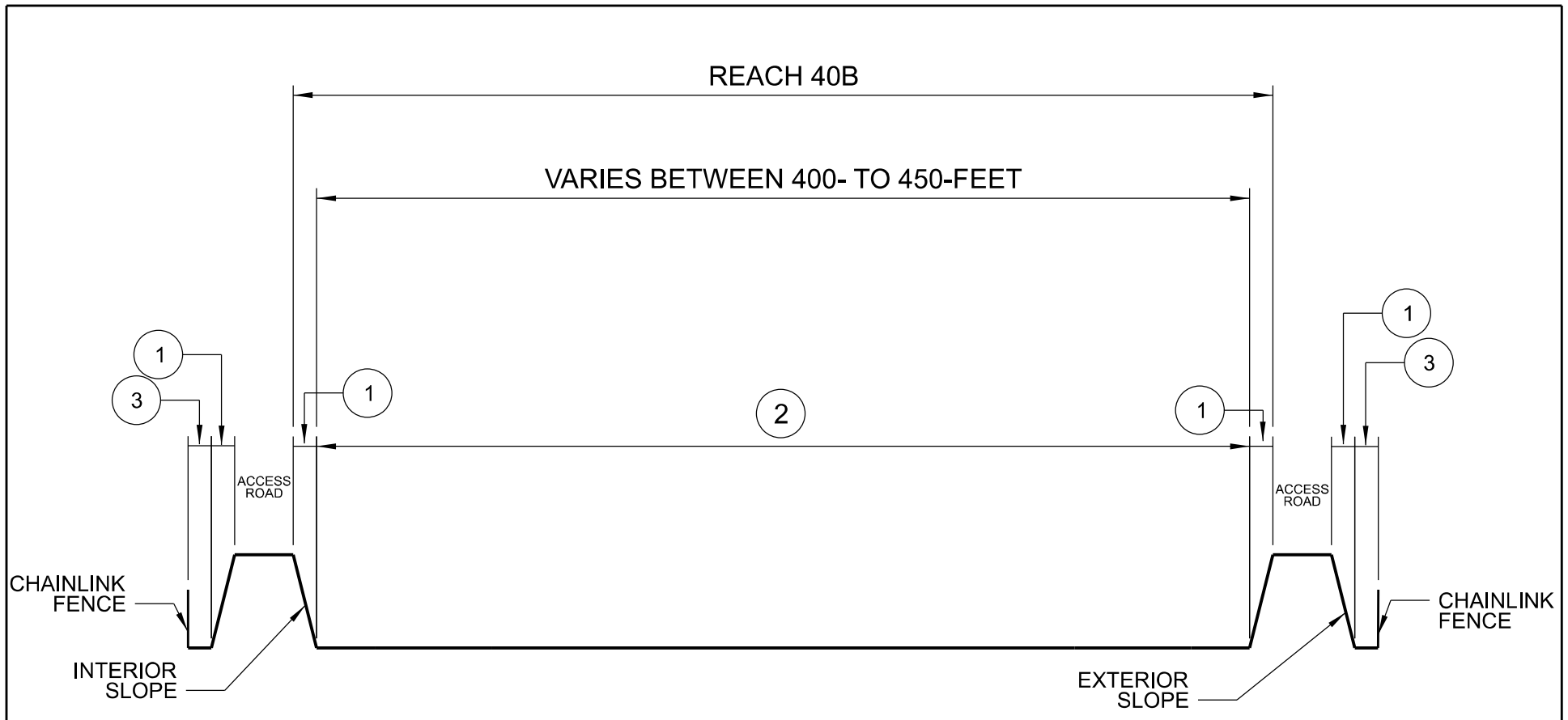


## PHASE I - TYPICAL CROSS SECTION

1ST AND 3RD CONTRACT TERMS

LOS ANGELES COUNTY  
PUBLIC WORKS

DATE:	PREPARED BY	EXHIBIT
10/27/2021	SHABNAM HAGEALI	K.1



- ① REMOVE DEBRIS AND MANUALLY CLEAR VEGETATION.
- ② REMOVE DEBRIS, MOW OR MANUALLY CLEAR VEGETATION AS DIRECTED BY PUBLIC WORKS BIOLOGIST.
- ③ REMOVE ALL DEBRIS, CLEAR VEGETATION, TRIM TREES TO OBTAIN LOLLIPOP SHAPE, AND TRIM OVERHANGING TREES FROM ADJACENT PROPERTIES BACK TO THE CHAIN LINK FENCE.

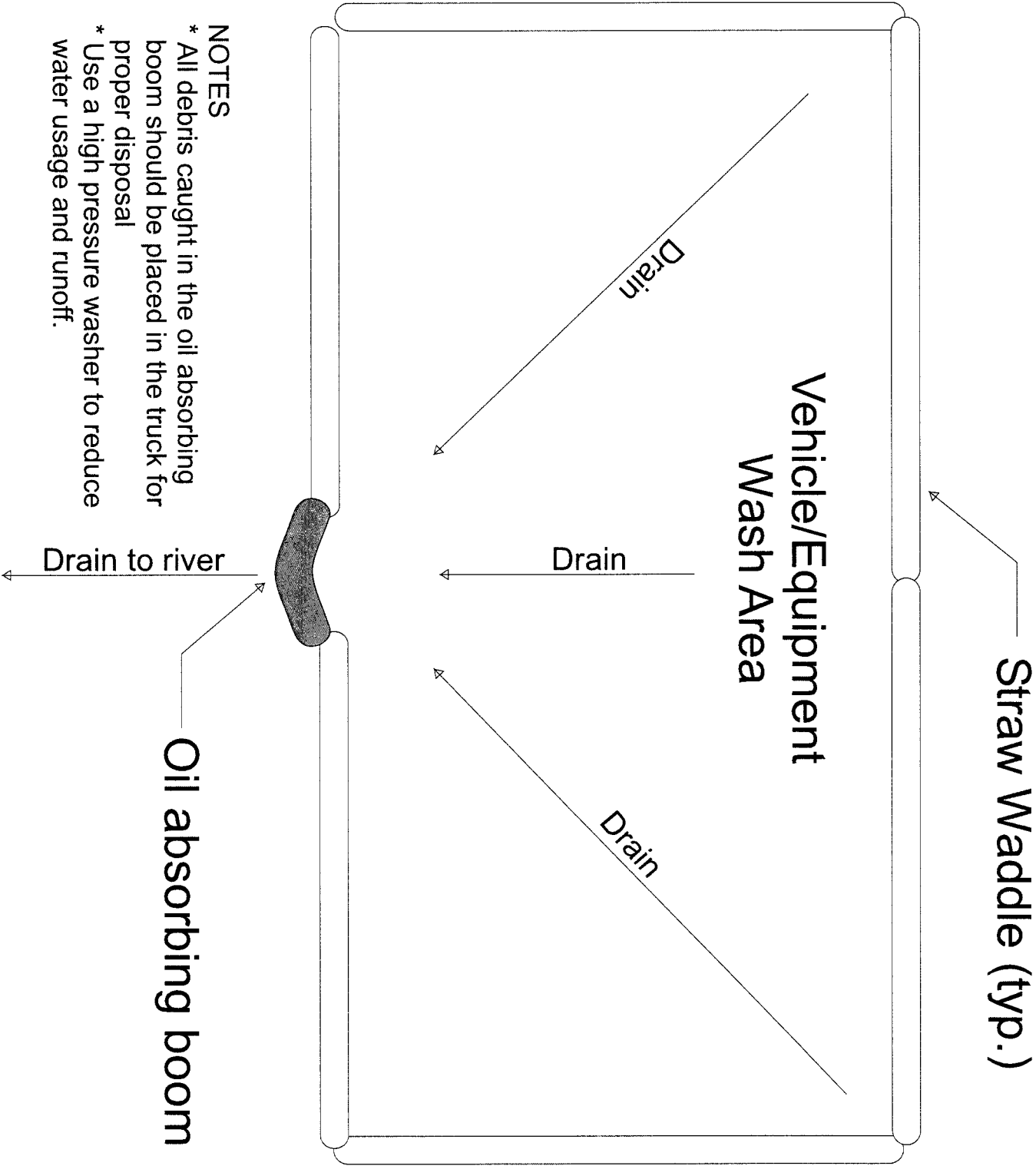


## PHASE II - TYPICAL CROSS SECTION

LOS ANGELES COUNTY  
PUBLIC WORKS

DATE:	PREPARED BY	EXHIBIT
10/27/2021	SHABNAM HAGEALI	L

# SAMPLE VEHICLE WASHING STATION



**NOTES**

- \* All debris caught in the oil absorbing boom should be placed in the truck for proper disposal
- \* Use a high pressure washer to reduce water usage and runoff.

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS

DATE SUBMITTED: \_\_\_\_\_ 20\_\_\_\_

## SAN GABRIEL RIVER CLEARING REPORT

Name of Department Representative: \_\_\_\_\_

Name of Contractor Representative: \_\_\_\_\_

DATE	FROM	TO	LF CLEARED	TONS OF GREEN WASTE HAULED	TONS OF DEBRIS HAULED	COMMENTS

\_\_\_\_\_  
Signature of Contractor's Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Department Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Department Supervisor

Date \_\_\_\_\_

EXHIBIT N



Date Submitted: \_\_\_\_\_

Page: \_\_\_\_\_ of \_\_\_\_\_

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

**SAN GABRIEL RIVER CLEARING SERVICES - TRASH DISPOSAL and GREEN WASTE  
RECYCLING REPORT**

Maintenance Area: \_\_\_\_\_

DATE	FACILITY	GREEN WASTE (TON)	TRASH (TON)	DISPOSAL OR RECYCLING FACILITY NAME & ADDRESS
EXAMPLE	1	10	NA	RJ'S CHIPPING AND GRINDING, 99 IMPERIAL HYW
EXAMPLE	2	NA	2	SCHOLL CANYON LANDFILL

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 Name of Contractor's Representative

---

 Signature of Contractor's Representative
**Facility**

1 - Santa Fe Dam to San Bernardino Freeway (Interstate 10)

2- San Bernardino Freeway (Interstate 10) and Thienes Avenue



# LOS ANGELES COUNTY FLOOD CONTROL DISTRICT BOUNDARY

