



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

April 11, 2023

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

### **NOTICE OF REQUEST FOR PROPOSALS FOR ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES (BRC0000386)**

PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Cleanup, Removal, and Demolition of Substandard Structures (BRC0000386) 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 this service is estimated to be \$300,000. **Please note that this service is ONLY for private property.** The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Victoria Frausto at (626) 300-2652 or [vfrausto@pw.lacounty.gov](mailto:vfrausto@pw.lacounty.gov) or Ms. Ani Karapetyan at (626) 458-4050 or [akarapetyan@pw.lacounty.gov](mailto:akarapetyan@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 proposers for this RFP are strongly encouraged to register at <http://pw.lacounty.gov/general/contracts/opportunities>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. **The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.**

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

The County strongly encourages participation from firms, 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 County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

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

1. Proposing entity must have a minimum of 3 years of experience providing demolition and cleanup services.

**This minimum requirement must be met by the proposing entity. Subcontractors will not be allowed to fulfill this Minimum Mandatory Requirement.**

2. Proposing entity and/or subcontractor(s), if any, must possess all the following active and valid licenses/certifications at the time of proposal submission:
  - Contractors State License Board C-21 (Building Moving/Demolition) license (**Subcontracting is not allowed to fulfill this Minimum Mandatory Requirement**)
  - Contractors State License Board Asbestos Certification
  - Contractors State License Board Hazardous Substance Removal Certification
  - California Department of Public Health Lead Supervisor Certification
  - California Asbestos Consultant Certification
  - Hazardous Waste Transporter Registration issued by the California Department of Toxic Substances Control

**With the exception of the contractors State License Board C-21 (Building Moving/Demolition), proposer may satisfy the above-stated minimum requirements for licenses, certifications, and registration through identified subcontractors who possess the applicable licenses, certifications and registration. The contractors State License Board C-21 must be in the proposer's name at the time of the proposal submission.**

3. Proposing entity must identify a subcontractor(s) in their proposal for soil analysis services. Subcontractor(s) must have a minimum of 5 years of experience analyzing soil samples and must perform analysis at a California State-Certified Laboratory with a valid and active Environmental Laboratory Accreditation Program Number. **(Subcontractor(s) must be a separate legal entity from the Contractor).**
4. Proposing entity and/or subcontractor(s) must have a hand crew and hand crew equipment.
5. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 15, Prevailing Wages, of the RFP, Part II, Exhibit B. Proposer and its subcontractors 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.**

**There will be no proposers conference for this solicitation.** The deadline to submit written questions for a response is **Tuesday, April 25, 2023, by or before 5:30 p.m.**

**The deadline to submit proposals is Tuesday, May 9, 2023, at 5:30 p.m.** Please direct your questions to Victoria Frausto at (626) 300-2652 or Ani Karapetyan at (626) 458-4050. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.

Item	Solicitation Schedule	Due Date (by 5:30 p.m.)
1.	Written Questions Due	<b>Tuesday, April 25, 2023</b>
2.	Form PW-3: Jury Service Exemption	<b>Tuesday, April 25, 2023</b>
3.	Proposal Submission Due	<b>Tuesday, May 9, 2023</b>

NOTE: Items 1 and 2 above, if submitting, will be due via e-mail to Ms. Frausto at [vfrausto@pw.lacounty.gov](mailto:vfrausto@pw.lacounty.gov) or Ms. Karapetyan at [akarapetyan@pw.lacounty.gov](mailto:akarapetyan@pw.lacounty.gov). Item 3 is due from all proposers in accordance with the Important Notice below.

#### **IMPORTANT NOTICE**

Submission of proposals **will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters** located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. **Submission of hard copy proposals will not be accepted.**

**PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:**

**Electronic Submission of Proposals**

In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Set-up Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disc, or any other materials to the County via mail.

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

**Follow us on Twitter:**

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



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

Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works

A handwritten signature in black ink, appearing to read 'Anthony E. Nyivih'.

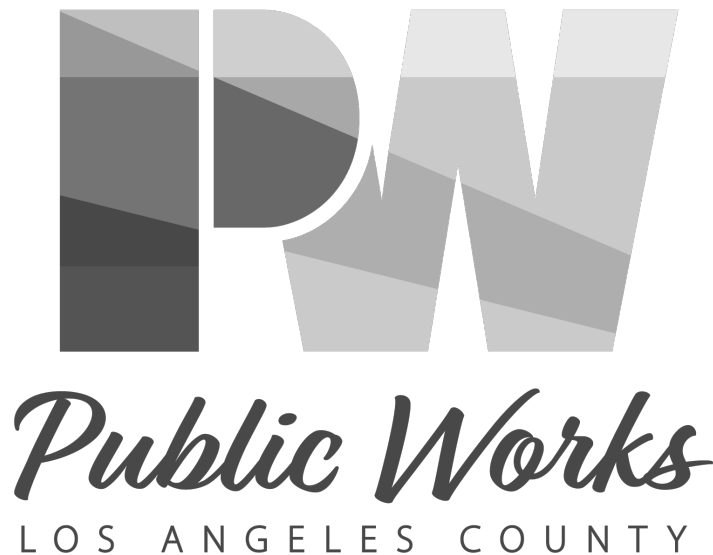
For

ANTHONY E. NYIVIH, PE  
Assistant Director

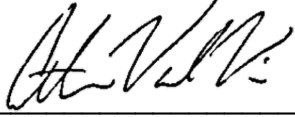
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**LOS ANGELES COUNTY**  
**PUBLIC WORKS**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**ON-CALL CLEANUP, REMOVAL, AND DEMOLITION**  
**OF SUBSTANDARD STRUCTURES (BRC0000386)**



Approved April 6, 2023  
MARK PESTRELLA, PE  
Director of Public Works

By:  For  
Assistant Deputy

REQUEST FOR PROPOSALS  
FOR  
ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD  
STRUCTURES (BRC0000386)

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2.     Listing of Contractors Debarred in Los Angeles County
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- B.     Service Contract General Requirements
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## PART I

### REQUEST FOR PROPOSALS

#### SECTION 1

#### INTRODUCTION

A. Proposers' Conference

There will be no proposers conference for this solicitation.

B. Minimum Mandatory Requirements

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

1. Proposing entity must have a minimum of 3 years of experience providing demolition and cleanup services.

**This minimum requirement must be met by the proposing entity. Subcontractors will not be allowed to fulfill this Minimum Mandatory Requirement.**

2. Proposing entity and/or subcontractor(s), if any, must possess all the following active and valid licenses/certifications at the time of the proposal submission:

- Contractors State License Board C-21 (Building Moving/Demolition) license (**Subcontracting is not allowed to fulfill this Minimum Mandatory Requirement**)
- Contractors State License Board Asbestos Certification
- Contractors State License Board Hazardous Substance Removal Certification
- California Department of Public Health Lead Supervisor Certification
- California Asbestos Consultant Certification
- Hazardous Waste Transporter Registration issued by the California Department of Toxic Substances Control

**With the exception of the contractors State License Board C-21 (Building Moving/Demolition), proposer may satisfy the above-stated**

Cleanup, Removal & Demolition  
(BRC0000386)

**minimum requirements for licenses, certifications, and registration through identified subcontractors who possess the applicable licenses, certifications and registration. The contractors State License Board C-21 must be in the proposer's name at the time of the proposal submission.**

3. Proposing entity must identify a subcontractor(s) in their proposal for soil analysis services. Subcontractor(s), must have a minimum of 5 years experience analyzing soil samples and must perform analysis at a California State-Certified Laboratory with a valid and active Environmental Laboratory Accreditation Program (ELAP) Number. **(Subcontractor(s) must be a separate legal entity from the Contractor).**
4. Proposing entity and/or subcontractor(s) must have a hand crew and hand crew equipment.
5. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 15, Prevailing Wages, of the RFP. Please note that the services requested in this Contract may include both prevailing wage and nonprevailing wage work. Proposer and its subcontractors 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.**

C. Contract Analyst

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

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

Attention Ms. Victoria Frausto  
E-Mail: [vfrausto@pw.lacounty.gov](mailto:vfrausto@pw.lacounty.gov)  
Telephone: (626) 300-2652

Or

Attention Ani Karapetyan  
E-Mail: [akrapetyan@pw.lacounty.gov](mailto:akrapetyan@pw.lacounty.gov)

Telephone: (626) 458-4050

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

D. Child Support Compliance Program

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

E. County Rights and Responsibilities

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

F. Defaulted Property Tax and Reduction Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program (Defaulted Tax Program) (County Code, Chapter 2.206). The successful Proposer should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 12, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors, if any.
2. Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-3). Failure to maintain compliance, or to timely cure defects, Cleanup, Removal & Demolition (BRC0000386)

may be cause for termination of a Contract or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

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

Proposers who are unable to meet this requirement will not be considered for Contract award. Proposers must certify compliance on Form PW-3, Certification of Compliance for Attestation of Willingness to Consider GAIN/ GROW Participants.

H. Indemnification and Insurance

The successful Proposer will be required to comply with the indemnification provisions contained in Exhibit B, Section 5, Indemnification and Insurance Requirements. The Contractor will be required to procure, maintain, and provide the County proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed Contract without interruption or break in coverage.

I. Injury and Illness Prevention Program

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

J. Interpretation of Request for Proposals

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

K. Jury Service Program

1. The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Cleanup, Removal & Demolition (BRC0000386)

Program, County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their Subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.

2. The Jury Service Program requires Contractors and their Subcontractors, if any, to have and adhere to a written policy that provides that its employees will receive from the Contractor, on an annual basis, no less than 5 days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Form PW-3, Certification

of Compliance for Contractor Employee Jury Service Program Certification Form & Application for Exception and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

L. County's Preference Programs

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

1. Local Small Business Enterprise Preference Program

- a. To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- b. To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- c. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed.

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Businesses must complete and submit Form PW-5, Request for Preference Consideration and submit a letter of certification from the DCBA with their Proposal.

- d. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.pd.dgs.ca.gov/smbus/default>.

## 2. Social Enterprise Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
  - i. A business that qualifies as an SE and has been in operation for at least 1 year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
  - ii. A business certified by the DCBA as an SE.
- b. Certified SE may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form PW-5, Request for Preference Consideration and submit a letter of certification from the DCBA with their Proposal.
- c. Further information on SE also available on the DCBA's website at: <http://dcba.lacounty.gov>

## 3. Disabled Veteran Business Enterprise Preference Program

- a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:
  - i. A business which is certified by the State of California as a DVBE; or
  - ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.

- iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in i. and ii. above.
- b. The DCBA will certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies above.
- c. Certified DVBE may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-5, Request for Preference Consideration and submit a letter of certification from the DCBA with their Proposal.
- d. Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.
- e. Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs website at: <http://www.vetbiz.gov>.

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

The Proposer must notify the County of any pending acquisitions/mergers of their company unless otherwise legally prohibited from doing so. If the Proposer/Bidder is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Proposer on Form PW-1, Proposer's Organization Questionnaire/Affidavit. The proposed Contract will only be awarded to the entity that submitted the Proposal. Any acquisitions and merger will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation, and evaluated in accordance with the Board's policy regarding Contractors engaged in mergers and acquisitions. Failure of the Proposer to provide this information may eliminate its Proposal/bid from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response on Form PW-1, Proposer's Organization Questionnaire/Affidavit during the solicitation.

N. Prompt Payment Program

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

O. Proposer's Charitable Contributions Compliance

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

All prospective Contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the Certification of Compliance form attached as Form PW-3. A completed Form PW-3 is a required part of any agreement with the County.

In Form PW-3, Certification of Compliance for Charitable Contribution Certification, prospective Contractors certify either that:

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

Prospective County Contractors that do not complete Form PW-3 as part of the solicitation process may, in the County's sole discretion, be disqualified for Contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both (County Code, Chapter 2.202).

P. Proposal Requirements and Contract Specifications

1. Persons who wish to Contract with the County may respond to this RFP by submitting a Proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for Proposals are explained in Part I of this RFP.
3. The proposed Contract's specifications and requirements are fully described in Part II, Sample Agreement; any Exhibits; and Attachments. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Listing of Contractors Debarred in Los Angeles County; and Attachment 3, County of Los Angeles Lobbyist Ordinance; Attachment 4, Los Angeles Regional Contractor Development and Bonding Program; Attachment 5, Los Angeles County Contractor Development and Bonding Program Frequently Asked Questions; Attachment 6, BidExpress.com Set-up Guide.
4. Dates and times of the Proposers' Conference and for the submission of Proposals are set forth in the Notice of Request for Proposals.

Q. Security and Background Investigations

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

R. Vendor Registration

Proposers must register online with the County's web-based vendor registration system to facilitate the Contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at

<https://camisvr.co.la.ca.us/webven/default.asp> and click on "New Registration". Being registered will assist the Proposer in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

S. Time Off for Voting

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

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

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

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

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

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

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

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

Contractors are required to complete Form PW-3, Certification of Compliance for Zero Tolerance Policy on Human Trafficking Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.OO, Compliance with County's Zero Tolerance Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

V. Method of Payment and Required Information

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

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

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

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

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

Contractors are required to certify that they, and their subcontractors are in full compliance with Section 12952, as indicated in Section 2.RR, Compliance with Fair Chance Employment Practices, of Exhibit B. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

X. Community Business Enterprise Participation

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

1. Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
2. Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
3. Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are

interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.

4. Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of proposals.
5. Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
6. Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.
7. Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Economic Opportunity (DEO), 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 Economic Opportunity (DEO): [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

8. Proposer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
9. Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
10. Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
11. Proposer commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. County must be notified of any future additions in CBE participation.



12. Proposer is a certified CBE.
13. The Proposer's CBE participation must be reflected in the CBE Form.

Public Works will answer questions from Proposers regarding CBE participation.

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

Y. Prevailing Wage

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

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

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

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

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

## SECTION 2

### PROPOSAL PREPARATION AND SUBMISSION

#### A. Proposal Format and Content Requirements

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

1. Title page

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

2. Table of Contents

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

3. Letter of Transmittal

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

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

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

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement of Information for Limited Liability Company" as filed with the California Secretary of State or state of registration. If Proposer's most recent

Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

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

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

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

6. Work Plan

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

Describe comprehensively and in detail how the service will be performed to meet or exceed the requirements of Exhibit A, Scope of Work. Prepare and include a staffing plan that specifically describes the number of staff who will be committed to the project and their qualifications. If possible, list them by name. Describe and include the schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in the Scope of Work. These may include personnel management, training, subcontracting, emergency and contingency planning, recruitment and replacement, supervision, supplies, equipment (see also Statement of Equipment Form, Form PW-15), uniforms, identification badges, safety, communications, and quality control.

The Proposer must successfully demonstrate the following in their proposal:

- Detailed description of the methodology to run two demolition/cleanup jobs (e.g., two single-family residential structures), including the deployment of man power.
- Detailed description and number of hand crew personnel proposer will commit to perform the type of services described in Exhibit A, Scope of Work.
- Proposer's deployment and availability of equipment to demonstrate the ability to perform simultaneous jobs (e.g., demolition and cleanup of two single-family residential structures).
- Description of the equipment the hand crew will use to perform the type of services described in Exhibit A, Scope of Work.

7. Quality Assurance Program

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

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

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

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

- c. Quality Control Documentation, Review, and Reporting – The Program must describe and list the records to be maintained. The Program must detail how the Proposer will maintain inspection records and make them available to the County.

8. Subcontractors

If Subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.

9. Licenses and Certifications

Submit copies of the Proposer's, employees', and/or Subcontractors' licenses and certifications required below:

- Contractors State License Board C-21 (Building Moving/Demolition) license (**Subcontracting is not allowed to fulfill this Minimum Mandatory Requirement**)
- Contractors State License Board Asbestos (ASB) Certification
- Contractors State License Board Hazardous Substance Removal (HAZ) Certification
- California Department of Public Health Lead Supervisor Certification
- California Asbestos Consultant Certification
- Hazardous Waste Transporter registration issued by the California Department of Toxic Substances Control

**With the exception of the contractors State License Board C-21 (Building Moving/Demolition), proposer may satisfy the above-stated minimum requirements for licenses, certifications, and registration through identified subcontractors who possess the applicable licenses, certifications and registration. The contractors State License Board C-21 must be in the proposer's name at the time of the proposal submission.**

10. Insurance

Submit completed Form PW-13, Proposer's Insurance Compliance Affirmation, acknowledging that the Proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals if awarded the Contract. In Form PW-13, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance and coverage as specified by this Request for Proposals throughout the entire term of the proposed Contract, without interruption or break in coverage.

11. Forms List

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

Declaration for On-Call Cleanup, Removal, and Demolition of Substandard Structures (BRC0000386)

PW-1	Proposer's Organization Questionnaire/Affidavit
PW-2	Schedule of Prices
PW-3	Certification of Compliance
PW-4	Contractor's Industrial Safety Record
PW-5	Request for Preference Consideration
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Proposer's Debarment History and List of Terminated Contracts
PW-10	Community Business Enterprise (CBE) Information
PW-11	Transmittal to Request a Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst.)
PW-12	Proposer's Pending Litigations and Judgments
PW-13	Proposer's Insurance Compliance Affirmation
PW-14	COVID-19 Vaccinations of County Contractor Personnel
PW-15	Statement of Equipment Form
PW-16	Compliance with the Minimum Requirements
PW-17	Proposer's Hand Crew Affirmation

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

12. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, must be subject to all requirements set forth in the RFP that are applicable to Contractors in general. If Subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each Subcontractor contemplated:

PW-3	Certification of Compliance
PW-4	Contractor's Industrial Safety Record
PW-5	Request for Preference Consideration
PW-7	Proposer's Equal Employment Opportunity Certification
PW-9	Proposer's Debarment History and List of Terminated Contracts
PW-10	Community Business Enterprise (CBE) Information

13. Additional Information

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

B. Proposal Submission

1. Unless the proposals are submitted electronically through [www.bidexpress.com](http://www.bidexpress.com), electronic proposals must be submitted with **two** (2) complete electronic sets of the Proposal that includes all related information in the following formats:

- Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
  - One original electronic copy.
  - One redacted electronic copy - Proposer must redact any trade secret, confidential, proprietary, or other personal information from the Proposal such as Social Security numbers.

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

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

Cleanup, Removal & Demolition  
(BRC0000386)

Submit electronic Proposals 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 Proposer and this RFP. Proposals are only accepted when received and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

2. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
3. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the Proposal submission deadline. Delays and missed deadlines for submission of Proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.
4. In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website. To submit your proposals electronically, register with BidExpress, by the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, CDs, or any other materials to the County.

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



## SECTION 3

### GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

#### A. Acceptance or Rejection of Proposals

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

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

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

#### B. Altering Solicitation Document

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

#### C. County Responsibility

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

#### D. Determination of Proposer Responsibility

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

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

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

E. Disqualification of Proposers

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

F. Gratuities

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

G. Knowledge of Work to be Done

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

H. Notice to Proposers Regarding the Public Records Act

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

I. Notice to Proposers Regarding the County Lobbyist Ordinance

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

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

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

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

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

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not

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

M. Proposer's Safety Record

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

N. Qualifications of Proposer

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

O. Qualifications of Subcontractors

Proposers must list all Subcontractors, if any, to be used on the List of Subcontractors (Form PW-8). The use of Subcontractors will be subject to Public Works' approval. Subcontractors must be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors must not be listed for the same work.

P. Term of Proposals

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

Q. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Proposal will be sufficient cause for the rejection of the

Proposal. The evaluation and determination in this area will be at the Director's sole judgment and the Director's judgment will be final.

R. Wages, Materials, and Other Costs

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

S. Contractor Independence

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

T. Conflict of Interest

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

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

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



4. Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

U. Acceptance of Terms and Conditions

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

V. Contractors with Unresolved Disallowed Costs

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

W. COVID-19 Vaccinations of County Contractor Personnel

Proposers are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Proposers are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) and the sample contract requirements prior to submitting a proposal to this solicitation. A completed Form PW-14 (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

X. Contractor Development and Bonding Program

Contractor Development and Bonding Program (CDABP) - Administered by the Chief Executive Office of the County of Los Angeles for all County Construction Contracting Departments. The CDABP provides a broad range of contractor technical assistance, training, and support in qualifying for bonds, as well as contract financing for County awarded contracts. CDABP assistance is available to prime and subcontractors. The CDABP is a County funded resource designed to reduce the barriers to small and diverse firms seeking to bid and contract on County projects. For information on the CDABP, please contact contract administrator. See Attachments 4 and 5 regarding this program.

## SECTION 4

### EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

#### A. Award of Contract

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

#### B. Final Contract Award by Board

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

#### C. Evaluation of Proposals

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

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

D. Pass/Fail Review

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

1. Proposal was time stamped by the Cashier or BidExpress prior to the deadline for submission of the Proposal. Any Proposal without a Public Works or BidExpress time stamp verifying that the deadline for submission has been met will be rejected.
2. Proposer and Subcontractors, if any, has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed Form PW-16.
3. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A
4. Proposer and Subcontractors, if any, have completed all appropriate forms.
5. The County will not allow any Proposer's exceptions, additions, conditions, limitations, modifications or provisions to the RFP and Contract.
6. If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.
7. If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by

the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

E. Evaluation Criteria

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

1. Proposed Price (65 points)

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

LSBE, DVBE, or SE Preference Programs: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-5, Request for Preference Consideration, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest price proposed will be calculated, which will not exceed \$150,000, and that amount will be deducted from the prices submitted by all LSBE, DVBE, or SE Bidders who requested and were granted the LSBE, DVBE, or SE Preference. The LSBE, DVBE, or SE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

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

2. Performance History/References (5 points)

a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 5/3 points for each responding reference up to a total of three responding references. On Form PW-6,

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Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous 3 years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer will receive zero points for each of the minimum required references not received.

b. Potential Deductions

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

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

3. Experience (10 points)

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

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, supervising employees, and Subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated Contract(s)

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reported on Form PW-9, Proposer's Debarment History and List of Terminated Contracts. The evaluators may consider the safety record of the Proposer and any Subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

4. Work Plan (20 points)

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

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

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

The evaluation committee may make these determinations from all relevant information presented in the Proposal, which may include the work plan, staffing plan, quality assurance plan, schedules, and other documents.

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

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

F. Negotiation

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

## SECTION 5

### PROTEST POLICY

#### A. Protest Policy Review Process

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

#### B. Department Level Reviews

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

- Solicitation Requirements
- Disqualification Review
- Proposed Contractor Selection Review

#### C. Solicitation Requirements Review

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

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



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

D. Place to Submit Requests for Review

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

E. Disqualification Review

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

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

F. Debriefing Process

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

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

G. Proposed Contractor Selection Review Process

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

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

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

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

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

H. County Independent Review

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

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

## **TABLE OF FORMS**

### Declaration for On-Call Cleanup, Removal, and Demolition of Substandard Structures (BRC0000386)

PW-1	Proposer's Organization Questionnaire/Affidavit
PW-2	Schedule of Prices
PW-3	Certification of Compliance
PW-4	Contractor's Industrial Safety Record
PW-5	Request for Preference Consideration
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification
PW-8	List of Subcontractors
PW-9	Proposer's Debarment History and List of Terminated Contracts
PW-10	Community Business Enterprise (CBE) Information
PW-11	Transmittal to Request a Solicitation Requirements Review (Submit Only If Requesting A Review.)
PW-12	Proposer's Pending Litigations and Judgments
PW-13	Proposer's Insurance Compliance Affirmation
PW-14	COVID-19 Vaccination Certification of Compliance
PW-15	Statement of Equipment Form
PW-16	Compliance with the Minimum Requirements
PW-17	Proposer's Hand Crew Affirmation

## **ATTACHMENTS**

1. County of Los Angeles Policy on Doing Business with Small Business
2. Listing of Contractors Debarred in Los Angeles County
3. County of Los Angeles Lobbyist Ordinance
4. Los Angeles Regional Contractor Development and Bonding Program
5. Los Angeles County Contractor Development and Bonding Program Frequently Asked Questions
6. BidExpress.com Set-up Guide

**DECLARATION FOR ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF  
SUBSTANDARD STRUCTURES (BRC0000386)**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN FORMS PW-1 THROUGH PW-17 ARE TRUE AND CORRECT.**

PRINT NAME:	TITLE:
PROPOSER'S NAME:	
SIGNATURE:	DATE:

## PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	<b>Select the option that best defines your firm's business structure:</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	<b>If Corporation or Limited Liability Company (LLC):</b> Legal Name (as stated in Articles of Incorporation): _____  State of Incorporation: _____  Year of Incorporation: _____  <b>If Limited Partnership or a Sole Proprietorship:</b> Name of proprietor or managing partner: _____  <b>If other:</b> Specify business structure name: _____
2	<b>Is your firm doing business under one or more DBA's?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	Name: _____  Country of Registration: _____  Year became DBA: _____
3	<b>Is your firm wholly/majority owned by, or a subsidiary of another firm?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____  State of Incorporation or registration of parent firm: _____  _____
4	<b>Has your firm done business under other names within last five (5) years?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change. Name(s): _____ _____ _____  Year(s) of Name Change: _____ _____

5	<b>List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".</b>	<hr/> <hr/> <hr/> <hr/>
6	<b>Is your firm involved in any pending acquisition or mergers?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.  <hr/> <hr/> <hr/> <hr/> <hr/>
7	<b>List all names and contact information of all individuals legally authorized to commit the Proposer.</b>	Name: _____ Title: _____ Phone: _____ Email: _____  Name: _____ Title: _____ Phone: _____ Email: _____  Name: _____ Title: _____ Phone: _____ Email: _____



**SCHEDULE OF PRICES FOR  
ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES  
(BRC0000386)**

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

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

In accordance with Exhibit A, Scope of Work, the undersigned Proposer is herewith submitting the following prices for the performance of the work as described in the Scope of Work. Having carefully examined the Scope of Work for the proposed work and being fully informed in regard to the conditions to be met in its execution, the undersigned accepts the stipulated unit prices as specified herein in Section II and proposes to furnish, for the unit prices indicated in Section I all material, labor, supervision and equipment required for the removal of miscellaneous items of personal property, trash, junk, debris, inoperative vehicles, and/or for the demolition and removal from the site, of basic wood frame structures, Type V construction, wood, tile or composition roofing, attached covered porches on concrete foundations, foundations, and cleanup and removal of debris and rubbish within the structure that are caused by the Contractor's operation. See also, Exhibit A, Scope of Work, Section JJ, Payments.

**ATTENTION: DO NOT SUBMIT A PROPOSAL FOR THIS JOB IF YOU DO NOT HAVE A HAND CREW AND HAND CREW EQUIPMENT AVAILABLE BECAUSE MUCH OF THE WORK REQUESTED IS TO BE COMPLETED BY A HAND CREW.**

Please note:

1. For all the areas of the County, unit price per square foot for the basic structure as described in Section I and detailed in Exhibit A, Scope of Work.
2. Stipulated Unit Price shall apply to variation from Section I of this form. The Stipulated Unit Prices in Section II shall apply to pertinent items of work at each site and shall constitute full compensation for the work when added to the unit price per square foot for the basic structure.
3. The County will pay, in addition to the basic price per square foot for removal of the basic structure, the Stipulated Unit Price amounts in Section II, if any, as applicable to each job.
4. For work performed in the areas north of City of Santa Clarita a 2.5% multiplier shall be applied to the Stipulated Unit Prices in Section II.
5. Reimbursement for compliance costs incurred on the specific job as mentioned in Exhibit A, Scope of Work, Section I.7

## SECTION I

ITEM	DESCRIPTION	ESTIMATED # OF UNITS	UNIT PRICE	PROPOSED PRICE (Estimated # of Units X Unit Price)
<b>Condition A:</b>	Reasonable access permitting conventional equipment, machinery, and tools (eg. work in areas that provide access to conventional equipment, etc.) in demolition and removal of basic structure.	1,820 sq. ft.	\$ /sq. ft	\$
<b>Condition B:</b>	Hand crew necessary due to restricted access (eg. work in areas of restricted access, i.e. hand crew only) in demolition and removal of basic structure.	780 sq. ft.	\$ /sq. ft	\$
<b>TOTAL PROPOSED ANNUAL PRICE (Condition A and B)</b>				\$

## SECTION II

**Please note: Section II below will not be calculated as part of the Total Proposed Annual Price**

Item Description	Stipulated Unit Price
<p><u>ITEM I:</u></p> <p>For the additional demolition and removal from the site of accessory buildings (detached garage, shed, roofed-over areas), including foundations and slabs of each accessory building. Does not include attached structures and/or covered porches.</p>	<u>\$13.15 per square foot</u>
<p><u>ITEM II:</u></p> <p>Additional allowance to basic price for a basic or accessory structure of masonry construction.</p>	<u>\$5.95 per square foot</u>
<p><u>ITEM III:</u></p> <p>For backfilling swimming pools, basements, cellars, other excavations, and depressions more than one foot deep left by an under floor crawl space.</p>	<u>\$18.00 per cubic yard</u>
<p><u>ITEM IV:</u></p> <p>For abandoning septic systems, water wells and capping sewers (including excavation and backfill).</p> <p>Sewer Cap</p> <p>Water Well, Septic Tank, Seepage Pit, or Cesspool</p>	<p><u>\$470.00 each</u></p> <p><u>\$760.00 each</u></p>

<u>ITEM V:</u>	
For demolition and removal of masonry/stone fireplace and chimney.	<u>\$1075.00 per fireplace</u>
<u>ITEM VI:</u>	
For removal of wood or wire fence 4 feet or more in height. Note: Fences under 4 feet shall be included with Item XII.	<u>\$12.45 per linear foot</u>
<u>ITEM VII:</u>	
For removal of block walls (fences and retaining walls), including foundations.	<u>\$2.08 per sq. ft. of wall</u>
<u>ITEM VIII:</u>	
For removal of open concrete flatwork, masonry walls, driveways, walks, or open patios slabs.	<u>\$3.83 per square foot</u>
<u>ITEM IX:</u>	
For removal of open asphalt paving, walks, driveways, or open patios slabs.	<u>\$3.47 per square foot</u>
<b>Item Description</b>	<b>Stipulated Unit Price</b>
<u>ITEM X:</u>	
For removal of concrete or masonry building foundations where building does not exist.	<u>\$71.00 per linear foot</u>
<u>ITEM XI:</u>	
Arborist:	
- Consultation	<u>\$150.00 per hour</u>
- Written Report	<u>\$350.00 per tree</u>
For removal of trees:	
4 to 12 inches in diameter	<u>\$585.00 per tree</u>
12 to 18 inches in diameter	<u>\$605.00 per tree</u>
18 to 24 inches in diameter	<u>\$755.00 per tree</u>
Over 24 inches in diameter	<u>\$1000.00 per tree</u>
Palm Tree under 24 inches in diameter	<u>\$755.00 per tree</u>
Palm Tree 24 inches in diameter and over	<u>\$1000.00 per tree</u>

Note 1: Diameter will be measured at 1 foot above the ground level.

Note 2: Trees under 4 inches in diameter shall be included within Item XII.

Note 3: Contractor shall not remove or damage trees unless marked for removal by the County.

Note 4: Cut off point shall not exceed 12 inches above grade.

<p style="text-align: center;"><u>ITEM XII:</u></p> <p>For the removal of junk, paper, abandoned furniture, debris, overgrown vegetation, trees less than 4" diameter and fences less than 4 feet high located outside of structure to be demolished and not caused by demolition of structure(s).</p>	<p><u>\$120.00 per ton</u></p>
<p style="text-align: center;"><u>ITEM XIII:</u></p> <p>For the removal of inoperable vehicles (cars, trucks, motor-homes, travel trailers, farm equipment, or similar type vehicles).</p>	<p><u>\$201.00 each</u></p>
<p style="text-align: center;"><u>ITEM XIV:</u></p> <p>For the removal of tires.</p> <p>Note: After first ton of passenger car or truck tires, the rate automatically converts to \$279.00 per ton.</p>	<p><u>\$23.50 per passenger car tires for first ton</u></p> <p><u>\$34.50 per truck tires for first ton</u></p> <p><u>\$279.00 after first ton</u></p>
Item Description	Stipulated Unit Price
<p style="text-align: center;"><u>ITEM XV:</u></p> <p>Erection and removal of construction canopy over pedestrian walks, including fences, where required by the Los Angeles County Building Code.</p>	<p><u>\$60.00 per linear foot</u></p>
<p style="text-align: center;"><u>ITEM XVI:</u></p> <p>Erection and removal of temporary 8 feet high plywood fence for pedestrian protection where required by Los Angeles County Building Code.</p>	<p><u>\$27.00 per linear foot</u></p>
<p style="text-align: center;"><u>ITEM XVII:</u></p> <p>Erection of permanent, 6 feet high chain link fence with driven posts.</p> <p>Installation of K-Rail</p>	<p><u>\$15.25 per linear foot</u></p> <p><u>Determined by actual cost</u></p>
<p style="text-align: center;"><u>ITEM XVIII:</u></p> <p>Removal of Metal Water Tank to Grade</p>	<p><u>\$40.00 per thousand gals.</u></p>
<p style="text-align: center;"><u>ITEM XIX:</u></p> <p>Asbestos Inspection and Testing Report</p>	<p><u>\$2850.00 per work order</u></p>

<u>ITEM XX:</u> Removal of Asbestos	Determined by subcontractor quote after testing
<u>ITEM XXI:</u> Lead-based Paint Inspection and Testing Report	<u>\$2525.00 per work order</u>
<u>ITEM XXII:</u> Lead-based Paint Removal	Not to exceed \$5,000 unless preapproved by Contract Manager
<u>ITEM XXIII</u> Soils Inspection and Testing Report 10-15 samples per site	Determined by subcontractor quote after testing
<u>ITEM XXIV</u> Removing 6 inches of contaminated top soil	<u>\$31.95 per ton</u>
<u>ITEM XXV</u> Removal of additional 3 inches of contaminated top soil	<u>\$63.90 per ton</u>
<u>ITEM XXVI:</u> Removal of Hazardous Waste	Determined by proposed cost/subcontractor quote
<u>ITEM XXVII:</u> Installation of Sandbags for Erosion Control	<u>\$4.35 per linear foot</u>
<u>ITEM XXVIII:</u> Hydro-Seeding for Erosion Control	<u>\$7.70 per square foot</u>
<u>ITEM XXIX:</u> Water Truck	<u>\$85.00 per hour</u>
<u>ITEM XXX:</u> Storm Water Pollution Prevention Plan (SWPPP)	<u>\$2,000.00 per work order</u>
<b>Item Description</b>	<b>Stipulated Unit Rate</b>
<u>ITEM XXXI:</u> Miscellaneous labor and costs not accounted for in this contract where time and material are provided by the contractor at the request of the Contract Manager or Designee.	Determined by proposed cost/Proposer and/or Subcontractor quote

<p style="text-align: center;"><u>ITEM XXXII:</u></p> <p>Minimum Call-Out Charge</p>	<p><u>\$440.00 per work order</u></p>
<p style="text-align: center;"><u>ITEM XXXIII:</u></p> <p>Emergency Response Fee</p>	<p><u>\$1150.00 per emergency work order</u></p>

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

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

**CERTIFICATION OF COMPLIANCE**

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

<b>TITLE</b>		<b>REFERENCE</b>	<b>CERTIFICATIONS</b>
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification  Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's 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 (if applicable)  _____	<a href="#">Board Policy 5.065</a>	<b>Check the Certification below that is applicable to your company.</b>  <input type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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.  <b>OR</b>  <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document 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.
6	Attestation of Willingness to Consider Gain/Grow Participants	<a href="#">Board Policy 5.050</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Willing to provide GAIN/GROW participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If No, identify exemption:</b>  <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program.  <input type="checkbox"/> My business is a small business as defined in the Program.  <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If No, identify exemption:</b> _____

**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

	2018	2019	2020	2021	2022	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.							



## REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS:** Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ PREFERENCE NOT REQUESTED

**OR**

☐ PREFERENCE REQUESTED (SELECT ALL THAT APPLY)

Preference Program		Reference
<input type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#"><u>LACC 2.204</u></a>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<a href="#"><u>LACC 2.205</u></a>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<a href="#"><u>LACC 2.211</u></a>

**Note:** In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) or \$150,000 in response to any county solicitation.

**PROPOSER'S REFERENCE LIST****PROPOSER NAME:** \_\_\_\_\_**PROPOSED CONTRACT FOR:** \_\_\_\_\_

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

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

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

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

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

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

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

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

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

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

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

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

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

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

## 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

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								
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**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>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

# PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: \_\_\_\_\_

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity		
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.		

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_

Service: \_\_\_\_\_ Name of Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_ Name/Contract No: \_\_\_\_\_  
 Reason for Termination: \_\_\_\_\_

### Instructions for Completing Form PW-10

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

<b>Section 1: FIRM/ORGANIZATION INFORMATION</b>	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

<b>Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b>
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.

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



[illegible]

## TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***Proposers requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in 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

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

Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

<b><i>For County use only</i></b>
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Date Transmittal Received by County: _____ Date Solicitation Released: _____
Reviewed by: _____

**PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS**

Proposer's Name: \_\_\_\_\_

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

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

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

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

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

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

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**ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES  
(BRC0000386)**

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

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Proposer's Name

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Address

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

**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:

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]

**ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES  
(BRC0000386)  
COMPLIANCE WITH THE MINIMUM REQUIREMENTS**

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

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

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

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

1. Proposing entity must have a minimum of three years of experience providing demolition and cleanup services:

**Important Notice: This minimum requirement must be met by the proposing entity and subcontracting is not allowed.**

Proposing Entity	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience  In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.	Page No.*

\*List the page number in the proposal containing the proposing entity's experience. (Please attach additional pages if needed.)

- ☐ Yes. Proposing entity meets the experience requirement stated above.
- ☐ No. Proposing entity does not meet the experience requirement stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

2. Proposing entity and/or subcontractor(s), if any, must possess all the following active and valid licenses/certification at time of proposal submission:

- Contractors State License Board C-21 (Building Moving/Demolition) license **(Subcontracting is not allowed to fulfill this Minimum Mandatory Requirement)**
- Contractors State License Board Asbestos (ASB) Certification
- Contractors State License Board Hazardous Substance Removal (HAZ) Certification
- California Department of Public Health Lead Supervisor Certification
- California Asbestos Consultant Certification
- Hazardous Waste Transporter registration issued by the California Department of Toxic Substances Control

**With the exception of the contractors State License Board C-21 (Building Moving/Demolition), proposer may satisfy the above-stated minimum requirements for licenses, certifications, and registration through identified subcontractors who possess the applicable licenses, certifications and registration. The contractors State License Board C-21 must be in the proposer's name at the time of the proposal submission.**

#### **C-21 Building Moving/Demolition License**

<b>C-21 Building Moving/Demolition License (Y/N)</b>	<b>License No.</b>	<b>Name of License Holder</b>	<b>Valid/Active Dates</b>	<b>Page No.*</b>

\*List the page number in the proposal containing proposer's and its subcontractor(s), if any, valid and active license. (Please attach additional pages if needed.)

- ☐ Yes. Please complete the chart above and submit a copy of the license.
- ☐ No. Proposing entity and subcontractor(s), if any, do not have the license as stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**



**ASB Certification**

ASB Certification (Y/N)	Cert. No.	Name of Cert. Holder	Valid/Active Dates	Sub- contractor (Y/N)	Page No.*

\*List the page number in the proposal containing proposer's and its subcontractor(s), if any, valid and active certification. (Please attach additional pages if needed.)

- ☐ Yes. Please complete the chart above and submit a copy of the certification.
- ☐ No. Proposing entity and subcontractor(s), if any, do not have the certification as stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

**HAZ Certification**

HAZ Certification (Y/N)	Cert. No.	Name of Cert. Holder	Valid/Active Dates	Sub- contractor (Y/N)	Page No.*

\*List the page number in the proposal containing proposer's and its subcontractor(s), if any, valid and active certification. (Please attach additional pages if needed.)

- ☐ Yes. Please complete the chart above and submit a copy of the certification.
- ☐ No. Proposing entity and subcontractor(s), if any, do not have the certification as stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

**Lead Supervisor Certification**

Lead Supervisor Certification (Y/N)	Cert. No.	Name of Cert. Holder	Valid/Active Dates	Sub-contractor (Y/N)	Page No.*

\*List the page number in the proposal containing proposer's and its subcontractor(s), if any, valid and active certification. (Please attach additional pages if needed.)

- ☐ Yes. Please complete the chart above and submit a copy of the certification.
- ☐ No. Proposing entity and subcontractor(s), if any, do not have the certification as stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

**Asbestos Consultant Certification**

Asbestos Consultant Certification (Y/N)	Cert. No.	Name of Cert. Holder	Valid/Active Dates	Sub-contractor (Y/N)	Page No.*

\*List the page number in the proposal containing proposer's and its subcontractor(s), if any, valid and active certification. (Please attach additional pages if needed)

- ☐ Yes. Please complete the chart above and submit a copy of the certification.
- ☐ No. Proposing entity and subcontractor(s), if any, do not have the certification as stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

**Hazardous Waste Transporter Registration**

Hazardous Waste Transporter Registration (Y/N)	Registration No.	Name of Registration Holder	Valid/Active Dates	Sub-contractor (Y/N)	Page No.*

\*List the page number in the proposal containing proposer's and its subcontractor(s), if any, valid and active registration. (Please attach additional pages if needed.)

- ☐ Yes. Please complete the chart above and submit a copy of the certification.
- ☐ No. Proposing entity and subcontractor(s), if any, do not have the registration as stated above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

3. Proposing entity must identify a subcontractor(s) in their proposal for soil analysis services. Subcontractor(s) must have a minimum of 5 years experience analyzing soil samples and must perform analysis at a California State-Certified Laboratory with a valid and active Environmental Laboratory Accreditation Program (ELAP) Number.

- ☐ Yes. Proposing entity identified a subcontractor(s) in their proposal as stated in the requirement above.
- ☐ No. Proposing entity did not identify a subcontractor(s) in their proposal as stated in the requirement above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**

Subcontractor(s)	Dates of Experience (Mth/Yrs to Mth/Yrs)	Page No.*

4. Proposing entity and/or subcontractor(s) must have a hand crew and hand crew equipment.
- ☐ Yes. Proposing entity and/or subcontractor(s) have a hand crew and hand crew equipment as stated in the requirement above.
- ☐ No. Proposing entity and/or subcontractor(s) do not have a hand crew and hand crew equipment as stated in the requirement above. **By checking this box, your Proposal will be immediately disqualified as nonresponsive.**
5. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 15, Prevailing Wages, of the RFP. Please note that the services requested in this Contract may include both prevailing wage and nonprevailing wage work. Proposer and its subcontractors 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. Please complete the chart below.

Registration No.	Registration Name	Valid/Active Dates	Sub-contractor (Y/N)	Page No.*

\*List the page number in the proposal containing proposer's and its subcontractor(s), if any, valid and active registration. (Please attach additional pages if needed.)

- ☐ No. Proposing entity and/or its subcontractor(s) do not have the registration as stated above.

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

Signature	Title
Firm Name	Date

**ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD  
STRUCTURES (BRC0000386)**

**PROPOSER'S HAND CREW AFFIRMATION**

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Proposer's Name

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Address

- ☐ If awarded the contract: Proposer will comply and provide the hand crew personnel and equipment necessary to perform demolition and cleanup services, of this Request for Proposals.
- ☐ Proposer will not comply and provide the hand crew personnel and equipment necessary to perform demolition and cleanup services. If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified.

Signature of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_



## **COUNTY OF LOS ANGELES**

### ***Policy on Doing Business With Small Business***

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

#### **WE RECOGNIZE...**

##### **The importance of small business to the County:**

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

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

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

#### **WE THEREFORE SHALL:**

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

**Listing of Contractors Debarred in Los Angeles County**

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

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

# County of Los Angeles *Lobbyist Ordinance*



## IT'S THE LAW

## It may affect you!

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

### YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

### REGISTERING IS IMPORTANT

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

### HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

(213) 974-1093      (213) 974-1578

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

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

Thank you for your cooperation and attention.



# LOS ANGELES REGIONAL

ATTACHMENT 4

## CONTRACTOR DEVELOPMENT AND BONDING PROGRAM

### THE FOUR PILLARS OF CONTRACTOR DEVELOPMENT

*The Contractor Development and Bonding Program assists contractors with their contracting capacity and business growth.*

PRIME  
CONTRACTOR  
PARTNERSHIPS

EDUCATION,  
TRAINING &  
CONTRACT  
SUPPORT

BONDING,  
CONTRACT  
FINANCING  
& PROJECT  
ASSISTANCE

ASSESSMENT  
& TECHNICAL  
ASSISTANCE

#### Assessment & Technical Assistance

- Enrollment in our Contractor Development and Bonding Program.
- Personal Account Manager to provide a professional assessment of your current capacity and growth needs.
- One-on-one consultation to develop a work plan aligned with your business needs and goals.
- Facilitated referrals to Program Partners and resources.
- Contracting opportunities and industry-related workshops and events sent via our *LA Contractor Weekly* bulletin.
- Referrals to specific project opportunities.

#### Bonding, Contract Financing & Project Assistance

- Assistance with obtaining or increasing bonding.
- Access to collateral support for bid performance and payment bonds for qualified contractors.\*
- Contract review, project assessment, and field support for Program-bonded or financed contracts.
- Assistance with project risk identification and mitigation.
- Access to contract cash flow funding.
- Accounting cost subsidy for CPA-prepared financial statements.

*\*L.A. County has limited capacity.*

#### Education, Training & Contract Support

- Group Classes on public construction best practices led by industry experts.
- Contract-specific support on Regional Bond Program-supported contracts.
- Creation of individualized Contractor Profile to assist with business marketing.

#### Prime Contractor Partnerships

- Strategic alliances with Program Prime contractors including matchmaking and referrals.
- Networking with public agency staff and peer contractors.

#### PROGRAM SPONSORS



#### ADMINISTERED BY



**Merriwether & Williams**  
INSURANCE SERVICES

*... Of Like Minds*

550 S Hope St., Suite 1835 | Los Angeles, CA 90071

Phone: 213-259-3000 | [mwisinfo@imwis.com](mailto:mwisinfo@imwis.com)

[www.imwis.com](http://www.imwis.com)



## Los Angeles County Contractor Development and Bonding Program



### **FREQUENTLY ASKED QUESTIONS**

*"An inclusionary program to  
build a stronger region"*

#### **What services does the County's Contractor Development and Bonding Program (CDABP) provide?**

The County's CDABP extends comprehensive capacity building, technical, bonding and contract financing assistance to small and diverse contractors seeking to pursue County construction-related contracts. Starting with a thorough assessment of your current business status, we identify areas of opportunity in order to help you better position your firm to successfully compete for and complete County contracts.

After your assessment, you'll be assigned a dedicated Account Manager who will work closely with you to tailor a technical assistance work plan and financial resources specific to your needs, which may include:

- ✓ One-on-one consultations
- ✓ Training clinics and learning immersion academies
- ✓ Help with prime contractor pre-qualifications
  - » Facilitation of prime or prime-sub contractor introductions
  - » Project/bid matches
- ✓ Assistance obtaining bonding, including bonding collateral support, if needed, and contract financing
- ✓ If you are awarded a County-related contract with bonding support, you will also receive on-going project assistance to help you successfully complete your contract.

**Who is eligible to participate in the CDABP?** Eligible firms include local small and diverse businesses who are certified or eligible for certification within one of the County's business enterprise categories. For detailed information on the County's certification programs, visit their Small Business Certifications webpage ([https://iddweb.isd.lacounty.gov/DCA\\_eComplaint/SmallBusinessCertifications](https://iddweb.isd.lacounty.gov/DCA_eComplaint/SmallBusinessCertifications)).

**Why should small and diverse businesses enroll in the CDABP?** LA County's CDABP provides game-changing resources for small and diverse businesses who want to expand their capacity and improve their opportunities for winning County contracts. For example, the inability to secure or increase bonding often impedes small and diverse contractors from bidding and/or pre-qualifying with prime firms and participating on public works projects. This program helps reduce such barriers, even offering bonding collateral support (standard surety bond premiums and commissions charged are not covered by the CDABP).

Similarly, not having access to the capital needed to fund the cost of doing the contract work that you've been awarded can be a major challenge, and little to no assistance is available through traditional lending sources. Through the CDABP, the County provides for up to \$250,000 of contract-based financing with a low origination fee and very low interest rate, and not tied to your financials or credit.

This is a particularly good time to enroll, because in November 2021, President Joe Biden signed a \$1.2 trillion infrastructure investment plan supporting a range of construction projects in localities across the nation, including Los Angeles County. If you are a small or diverse local business, the CDABP can assist you in competing for upcoming construction contracts!

**My subcontracted work hasn't required bonding in the past, so how would I benefit from participating in the CDABP?** While you may not always need to provide a bond for some subcontracted work, a bond will always be required if you want to bid directly with the County on small prime contracts – and being “bondable” is a significant competitive advantage when bidding on many subcontracting opportunities. Becoming “bondable” demonstrates that your company's capacity to perform work has been assessed and vetted by a third party, which is then reflected in the dollar amount for which you can bond. Even when a bond for subcontract work is not required, it is quite common to be asked to demonstrate that your company is “bondable” in order to meet contract owner or prime requirements. Pre-qualification requirements often include demonstrating your bond underwriting and/or financial capacity to perform work. The CDABP will assist you in meeting advance requirements with primes or prime-sub contractors pursuing or performing County work.

**What is the cost to participate in the CDABP?** The CDABP is sponsored by the County of Los Angeles, so, with one exception, all services are offered at no cost to participating contractors! If needed, the only cost you may incur is for having a Certified Public Accountant (CPA) prepare a financial statement for your company, a requirement for bonding. For those who qualify, the program even provides a one-time subsidy toward this CPA-prepared company financial statement. If the subsidy is provided to you, you will be asked to pay the first \$500 toward the preparation of your financial statement and any costs in excess of what the \$3,200 subsidy covers.

The CDABP is one of the County's tools to effectively support and increase the inclusion and participation of small and diverse contractors on County projects. Because barriers impede access, CDABP is intended to reduce and eliminate barriers wherever possible.

**When should I look to enroll in the County's program? Should I wait until I've identified a County project for which I want to bid?** Don't wait, enroll now! The earlier you enroll and have your company assessed, the sooner you'll be able to receive expert guidance and support in bidding suitable County projects. For example, getting pre-approved for a specific bonding amount will not only boost your company's credentials, but will also help you confidently identify and pursue County contracting opportunities within that range. Your CDABP Account Manager will be helping you every step of the way, including steering you toward opportunities with CDABP program prime partners. By planning ahead, your firm will be better positioned for consideration by the County's prime and larger contractors, who are always seeking qualified and certified firms to meet their project participation goals.

**How long will it take for me to get approved for bonding or contract financing?** The timing of the bonding or contract financing process depends mostly on you. The initial steps of preparing an underwriting package for bonding or prequalifying you for contract financing require gathering information about your company. If you have the necessary documentation and information complete and readily available, then the next steps of the process can move quickly. Your CDABP Account Manager is always on hand to answer questions and help guide you through the process.

**Must I already be working with a bonding broker in order to participate?** You do not already need to be working with a bonding broker. The CDABP will work with any bonding broker with whom you've already established a relationship that you wish to continue. In fact, the program can also work with your current surety agent to increase your existing bonding capacity with them as well. However, if you do not have a current broker, the program can provide for your consideration a list of brokers who work with smaller contractors and with program surety partners.

**We look forward to hearing from you! Reach us at:**

213-258-3000 | [MWISInfo@imwis.com](mailto:MWISInfo@imwis.com) | [www.LAConDev.com](http://www.LAConDev.com)







## Bidexpress.com Set-up Guide

Follow this detailed guide to get set up and start bidding on bidexpress.com today!

### How to register and get your Info Tech Digital ID...

1. To complete the registration process for your company, go to [www.bidexpress.com](http://www.bidexpress.com) and click the blue Register button at the top right of the page.
2. Enter your name in the First Name and Last Name fields. This name will appear on the registration page for your company. Type in your email address.

**NOTE:** This email address will become your username for the account. It is also where all email notifications from the agencies with which you bid will be received.

3. Create a secure password for your account. The password must be at least eight characters long and contain at least one capital letter, one lowercase letter, one number, and one symbol.
4. Select a security question and provide your answer. The answer to this question will be requested of you each time you've clicked that you've forgotten your account password and is case sensitive.
5. Next, complete the Business Name and contact information fields. After doing so, agree to the Privacy Policy, Terms of Use, and DMCA Policy at the bottom of the registration page and click the green REGISTER button. The Bid Express service sends a registration confirmation email to the address entered as the username.
6. Click the Activate Account link in the email. Enter the password you used on the registration page in the Password field and click **ACTIVATE**. The Bid Express service displays the HOME tab where you must install the Info Tech Express Sign Tool and Generate an Info Tech Digital ID.
7. Click INSTALL SIGN TOOL. Note that you will have to install the sign tool on every computer you wish to set up for bidding. Once installed, close your internet browser and start it back up.
8. Click the blue **GENERATE DIGITAL ID** link. This will walk you step by step through creating a Digital ID for your company.
9. The blue and gray My Info Tech Digital ID page appears. Click the blue **CREATE** button to continue your ID generation.
10. A United States map pop-up will appear. Select the agency or agencies with which you intend to do business with and click the blue NEXT.

**NOTE:** If you do not see the agency you plan to bid to, you may need to alternatively subscribe to our second site, [bidx.com](http://bidx.com). You may click the "Try the Bidx.com service" link from the top of this same pop-up to navigate to the correct site.

11. A Create an Info Tech Digital ID pop-up will appear. Confirm that the name of the person listed in the screen is the authorized signer for your company, your company name matches how you would like to submit bids to the agency(s), and click **SUBMIT**.

**NOTE:** If the person listed for your company is not the authorized signer, cancel ID generation. The back of this quick start guide will assist you with changing the contact information associated with your login, or inviting the appropriate authorized signer to your company.

12. The wizard will load and then prompt you to back up your new Digital ID. Click **BACKUP**, then enter a password for the backup file of your Digital ID in the Password and Verify Password fields. This password will be used when importing the Digital ID to another computer for bidding. DO NOT FORGET THIS PASSWORD, as there is no way for the Bid Express team to retrieve or reset it. Click **OK**.

13. Save the Digital ID backup file to a memory stick, CD, company server, or other secure location outside of this computer for safe keeping.
14. Add the signer's name to the file name from Info Tech Express Digital ID.pfx so it will more recognizable when used for importing the backup file, (eg. John\_Smith\_Digital\_ID.pfx). This will ensure you do not confuse your company's other Digital IDs. Once you have entered the Digital ID name and location, click **SAVE**. The Bid Express service returns you to the Bid Express Digital ID Generation window. Click **NEXT**.
15. Click **PRINT** to print a copy of the new registration page to have signed/notarized and mailed to our Customer Support team; the address will be on the page.

**NOTE:** Customer Support must receive this page for processing before the due date of the job you wish to bid. When you have finished printing the document, close the print window and click **FINISH**.

16. When your Digital ID is activated, the red Digital ID field on the home page of your new account will disappear and you will be able to begin purchasing and bidding on solicitations posted by the agencies with which you work.

## How to bid...

---

1. To select a solicitation to bid, click on the drop down menu in the top left corner of the screen and choose Bid Express. From the Bid Express homepage, click the Solicitations tab at the top of the screen. Find the solicitation from the list; if you have a keyword for the job, type it in the search box to the top right.
2. Click on the blue job name. When you've determined you want to bid the job, click the green Select for Bidding button at the top right. You will then be prompted to opt for the Pay As You Go approach or a Monthly Subscription. After completing your purchase, you will be navigated into the project to complete your bid.
3. As you are working, make sure to click Save Draft as you work. When the bid is ready for submission, simply click the green Submit Bid button at the top and then click Submit Bid again to confirm. The job will submit and you will receive an email for your bid submission receipt.

## Change your contact information or invite a user...

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1. Click the drop down menu in the top left corner of the screen and select My Account.
2. If you do not wish to invite additional users to your business but need your Info Tech Digital ID to reflect the name of your authorized signer, click the blue **EDIT** button in the top right corner of the My Account section. Change just the First and Last Name fields and click **UPDATE**. You may now generate a digital ID to reflect this person's name.
3. If you need to invite a new user to your company, scroll down to the Employees field from the My Account screen. Type the email address of the additional user(s) and click Invite Employee.

**NOTE:** You will need to assign the new user a role from this same screen after they've completed their registration, and a role from the Bid Express site. **CLICK** the Help tab at the top of the Bid Express page for an explanation of roles under the My Business section.

4. Click the drop down in the top left corner of your account and select Bid Express to do so. You can manage the additional roles for each user from the My Business tab.

**NOTE:** If you want to create a Joint Venture Digital ID for bidding, follow the steps above from the beginning. You will need to create a separate account for the Joint Venture because our system will see it as a separate company entirely.

## Where to get help...

Customer support hours are **7:00 a.m. to 8:00 p.m. EST**, Monday through Friday (excluding major U.S. holidays). Our toll free number is **(888) 352-BIDX(2439)**, our email is **support@bidexpress.com**.

# Part II

## Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY  
PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF  
SUBSTANDARD STRUCTURES (BRC0000386)

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SAMPLE AGREEMENT FOR  
ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD  
STRUCTURES (BRC0000386)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_, 2023, hereby agrees to provide services as described in this Contract for On-Call Cleanup, Removal, and Demolition of Substandard Structures.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Sample Cleanup and Demolition Specifications Work Order; Exhibit H, DMV, Statement of Facts; and Exhibit I, Local Fire Debris Removal Program Work Plan; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$\_\_\_\_\_ per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term will be for a period of 1 year commencing on upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will 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 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may,

at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will 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 will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

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

NINETH: The CONTRACTOR must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 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

for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase will 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 Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through I, inclusive, the COUNTY'S provisions will 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 will 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 will be legal and binding and will 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 will 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  
County Counsel

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

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

[NAME OF CONTRACTOR]

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

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

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

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

## SCOPE OF WORK

### ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES (BRC0000386)

A. Public Works Contract Manager or Designee

Public Works Contract Manager (CM) will be Mr. Robert Tabares of Building and Safety Division who may be contacted at (626) 458-3193 or [rtabares@dpw.lacounty.gov](mailto:rtabares@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m. The CM or designee is/are the only person(s) authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM or designee. The Contractor will be notified in writing when there is a change in the CM or designee.

B. Work Location

The work will be located at various private property jobsites within the geographical area of the County. It is estimated that 25 percent of the jobs will be in the northern part of the County in such areas as Acton, Agua Dulce, Castaic, Gorman, Lancaster, Newhall, Palmdale, Saugus, etc., and the remainder in the southern part of the County's foothill, central basin, and coastal areas.

C. Request of Work from Contractor

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

D. Work Description

The County will have certain substandard buildings/structures or property conditions or both that is to be demolished or removed from private property to protect life, limb, health, property, safety, or welfare of the public or occupants thereof. Authority for this work is contained in the Los Angeles County Code, Title 26, Chapter 99 (Building Code). The majority of the work under this Contract must be performed using hand crews.

The purpose of this Contract is to facilitate the demolition and removal from each site, any substandard buildings/structures, debris, etc., as designated by the CM or designee. Substandard buildings/structures are defined as residential or commercial buildings/structures of wood frame or masonry construction; one or two stories in

Cleanup, Removal & Demolition  
(BRC0000386)

height; with wood or concrete floors; wood, metal, masonry or stucco exteriors; wood, metal, tile, or composition roofing; foundations and floor slabs; and attached-covered porches. The work requires removal of trash, junk, debris; abandoned household equipment and furniture; abandoned equipment and machinery; tanks; miscellaneous personal property; abandoned, wrecked, dismantled, or inoperable vehicles; house-type trailers; perimeter fencing of buildings or structures; and capping or backfilling or securing of abandoned buildings and structures, sewage disposal systems, excavations, swimming pools, mine shafts, test holes, water wells or similar structures:

1. Approximately 60 percent of the work will be strictly cleanup jobs, (i.e., the removal of debris, etc.).
2. Jobs that contain buildings/structures over two stories in height or constructed of materials other than those mentioned above may be advertised for Bids on a project basis by the County, unless the Contractor agrees to perform such work for the basic unit price applicable to this Contract or a negotiated price according to this Exhibit's Section FF, Additional Work.
3. Upon request by the CM, the Contractor must remove fire debris in accordance with Scope of Work, Section I, Demolition and Removal of Debris, Item 15, Removal of Fire Debris
4. In addition, the Contractor must perform emergency demolition or similar urgent actions, if any, deemed necessary by the County. This may include post-disaster emergency action to mitigate hazards created by unsafe buildings/structures, and to protect public health, safety and welfare.
5. All work requested must be based on the Sample Cleanup and Demolition Specifications Work Order (Work Order), Exhibit G, to be issued by the CM or designee.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works will prevail.

E. Equipment

The equipment provided by the Contractor must be operational, in good working order, mechanically sound, and licensed with current registration, if applicable.

F. Hours and Days of Service

Hours of services must be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, except County observed holidays, at which time

Cleanup, Removal & Demolition  
(BRC0000386)



the service must be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the CM.

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	

G. Utilities

The County will not provide utilities. The Contractor must notify, arrange, and pay all fees connected with the removal of electric service connections to the structure, the removal of meters, disconnection of services, and the plugging or capping of all water, gas, and sewer lines as required by utility companies or ordinances. Removal of utility lines and sewers below the ground surface will not be required. The Contractor must properly cap or terminate disconnected pipe and utility lines in accordance with applicable regulations.

H. Storage Facilities

The County will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the site.

I. Demolition and Removal of Debris

1. All structures, buildings, and facilities must be demolished and removed as specified in this Contract and the Contract Work Orders.
2. The Contractor must meet with the CM or designee at the subject property before the demolition of any structures or the removal of any debris, etc. in accordance with Section S, Demolition and Cleanup Procedures, Item B.
3. Prior to the demolition and removal of any structure, building, or facility, the Contractor must order an in-depth inspection report to be made by a State of California licensed Certified Asbestos Consultant utilizing a National Voluntary Lab Accreditation Program testing laboratory regarding the presence or non-presence of asbestos. Demolition of any structure, building or facility must conform to Environmental Protection Agency (EPA) regulations set forth in 40 CFR Part 61 and South Coast Air Quality Management District (SCAQMD) Rule 1403. The SCAQMD must be notified

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by the Contractor pursuant to Rule 1403. The removal of asbestos, when present, must be done following Rule 1403.

4. Prior to the demolition and removal of all pre-1979 structures, buildings, or facilities, the Contractor must order an in-depth inspection report to be made by a California Department of Health Services Lead-Related Construction certified Inspector/Assessor utilizing a National Lead Laboratory Accreditation Program regarding the presence or non-presence of lead contained on all painted surfaces with the thresholds established in the California Occupational Safety, Health Administration (Cal/OSHA) Lead in Construction Standard, California Code of Regulations Title 8, Section 1532.1 (Section 1532.1) and Contractor must notify Cal/OSHA as required based on the analytical data. During demolition and removal of debris, the Contractor must conform to all requirements set forth in Section 1532.1. All work must be done using lead-safe work practices.
5. Prior to the demolition and removal of any structure, building, or facility, the Contractor must submit a Recycling and Reuse Plan (RRP) to the Department of Public Works, Environmental Programs Division, after an application for a demolition permit or a building permit to remove unpermitted structure(s) has been filed for a Construction and Demolition (C&D) project. An RRP must be approved prior to issuance of any demolition or building permits.
6. The Contractor must demolish, remove, and dispose of all specified buildings/structures, equipment, and debris. Removal includes, but is not limited to all building materials, brickwork, porch steps, porches, footings, foundations, slabs, sidewalks, driveways, trees, shrubs, vegetation, fencing, and any lean-to or other shelter. Demolition also includes the proper abandonment of any sewer or sewage disposal system. The Contractor must remove all sewage from cesspools, seepage pits, or septic tanks and must properly backfill and compact such systems with an approved material and method in accordance with the Los Angeles County Building and Plumbing Code. The Contractor must contact the CM or designee before the backfill of any cesspool, seepage pit, or septic tank. The Contractor must properly cap or terminate disconnected pipe and utility lines in accordance with the Los Angeles County Plumbing Code. Contractor must grade and compact site as necessary to prevent ponding of surface water.
7. The Contractor must follow the requirements of the National Pollutant Discharge Elimination System (NPDES) municipal permit, issued to the County, on all demolition and cleanup sites. Best Management Practices (BMPs) must be implemented as necessary to reduce pollutants to receiving waters. This requires the Contractor to prepare and file a Local and State Stormwater Pollution Prevention Plan to CM for all demolition/cleanup sites greater than or equal to one acre of disturbed soil. The County will reimburse the Contractor for compliance costs which

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include but is not limited to permits incurred on the specific job. Reimbursement will be incorporated in the final billing of the project.

8. The Contractor must remove all waste materials caused by the Contractor's operations including, but not limited to, loose or broken concrete or masonry together with all other items of equipment, furnishings, inoperable vehicles or house-type trailers on the premises during the time of the Contractor's operations specified for removal by the CM or designee. Debris must include all dead, cut, or uprooted trees under four inches in diameter or other vegetation to be removed as a result of removal of the building. Dumping of debris removed must be at an approved County dump site. See this Exhibit's Section HH, Los Angeles County Code, Title 20, Chapter 20.87, Construction and Demolition Debris Recycling and Reuse.
9. Self-supporting cantilever retaining walls constructed for the retention of earth must remain in place. All others must be removed and the adjacent grade must be graded to a two horizontal to one vertical (2:1) slope.
10. Below Grade Slabs: Where open cellars, swimming pools, or other excavations have concrete slab floors and there is no natural drainage, the slabs must be broken or punctured before backfilling to allow drainage of the water. Backfilling is not be permitted until the CM or designee has inspected and approved the break or puncture.
11. Removal of growing trees and shrubs is not generally required. The trees to be removed must be specified by the CM or designee. When required by the CM or designee, the Contractor must provide a written report from a licensed Arborist justifying the removal of any tree.
12. The Contractor must fill to grade with suitable material any voids remaining on the site after the demolition operation. The material must be free from stones, debris, building material, etc. The material must be compacted in accordance with Appendix J of the Los Angeles County Building Code.
13. All debris derived from these services must be removed from Public Works property and become the property of the Contractor. The Contractor must dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Disposal must be at the Contractor's expense. The Contractor must not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) Permit. All demolition and removal work must be done in accordance with this Scope of Work, Standard Specifications for Public Works Construction latest edition, and accepted good industrial practice.

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14. Removal of Fire Debris:

- a. The Contractor will demolish, test, and remove fire-related ash, debris, metals, and concrete from the property identified by the CM. Work must involve, but not be limited to, the removal and disposal of burned ash, metals, concrete, contaminated soil, as well as related services to comply with applicable regulatory standards, such as dust control, installation of erosion control, and removal of hazard trees.
- b. Contractor must perform all identification, demolition, testing and removal of fire damaged structures, materials or debris in compliance with Section I.3 and I.4 of this Exhibit, including but not limited to all required testing and removal of asbestos and lead. The Contractor is responsible for identifying hazardous materials including easily identifiable gross Asbestos Containing Materials (ACM) such as radioactive materials, mercury, bullets or mortar rounds, and other explosive materials, either by or under the direction of a Certified Asbestos Consultant.
- c. The CM will provide a Work Order request identifying specifications for the cleanup to be performed. The Contractor must conduct a site investigation consistent with Section R.1, Site Investigation and Work Determination, of this Exhibit. The Contractor must review the Work Order request and provide an estimate for the work utilizing the applicable rates in Form PW-2 or as otherwise provided in this Exhibit. Subject to negotiation and written approval by the CM, the Contractor must implement the cleanup work.
- d. The Contractor must remove burned vehicles from private property. Burned vehicles that are removed are not to be reconstructed or made operable in accordance with Los Angeles County Code (Building Code) Title 26, Section 9934. Contractor must also complete Exhibit H, DMV, Statement of Facts.
  - i. The Contractor must wet the vehicle and metal debris prior to removal and transportation. The vehicle and metal debris must be placed on 10-milimeter thick plastic sheeting and fully encapsulated using a burrito-wrap method.
  - ii. Burned/Destroyed vehicles must be transported by the Contractor using a covered vehicle transporter or low bed trailer. The Contractor must cover the load with a tarp using six points of positive connection for transportation to the disposal location.

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- e. The Contractor must:
- i. Remove 6 inches of soil, extending 5 feet from the structure(s) foundation, after the fire ash and debris is removed.
  - ii. Coordinate soil sample collection and analysis of representative soil samples to determine compliance with State and Federal clean up goals. All confirmation samples must be collected from a depth of 0-3 inches, after debris is removed, in accordance with the EPA Science and Ecosystem Division (SESD) Field Branches Quality System and Technical Procedures Soil Sampling (SESDPROC-300-R2). Samples must be shipped to a laboratory approved by the CM for analysis for Title 22 Metals for antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc by EPA Method 6020, and mercury by EPA Method 7471A.

The total number of samples to be collected should be based on estimated square footage of ash footprint:

<b>Estimated Square Footage of Ash Footprint (Decision Unit)</b>	<b>Number of 5-Point Aliquots (Composite Sampling)</b>
0-100 square feet	1
101-1,000 square feet	2
1,001-1,500 square feet	3
1,501-2,000 square feet	4
2,001-5,000 square feet	5
>5,000 square feet	Must consult with local Environmental Health officials

Soil samples analyses must follow laboratory test protocols established by the following agencies and professional organizations: United States Environmental Protection Agency (EPA), California Department of Health Service (DHS), American Society for Testing and Materials (ASTM), and Standard Methods (SM).

Typical testing includes a standard turnaround time of five business days; however, quicker turnaround times up to 24 hours, may be requested (when applicable to the test method). Some testing may require additional turnaround time.

Detection limits must meet those required by the appropriate regulatory agency including, but not limited to, the EPA, LARWQCB, DHS, California Department of Toxic Substances Control, or any other Federal, State, or local regulatory agency.

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Soil lab testing must be charged at the applicable rates indicated in Form PW-2.

- iii. Utilize an environmental laboratory that meets the following requirements:
  - a. Have a minimum of 5 years of experience analyzing soil.
  - b. Be a California State-Certified Laboratory with a corresponding valid and active Environmental Laboratory Accreditation Program (ELAP) Number.
  - c. Have 24-hour sample turnaround time capability (when test applicable), including weekends and holidays. It is understood that certain tests require longer turnaround times, such as 2 to 3 days for metals.
  - d. Provide EPA-approved sample containers.
  - e. Provide assigned personnel that possess current 24 - or 40 - Hour Hazardous Waste Operations and Emergency Response training certification, when required by law.
  - f. Dispose of samples in compliance with all applicable legal requirements.
  - g. Have the ability to perform composite soil sampling in accordance with the EPA Science and Ecosystem Division (SESD) Field Branches Quality System and Technical Procedures Soil Sampling (SESDPROC-300-R2).
- iv. As instructed by the CM, the Contractor must remove additional soil in increments of 0-3 inches where soil samples fail to meet the Initial Health Screening Criteria for Soil in accordance with the requirements of Section 6.1 of the Local Fire Debris Removal Program Work Plan (Exhibit I). This additional work must be charged at the applicable rates indicated in Form PW-2.
- v. For fire debris cleanup, the Contractor must provide a Local Fire Debris Removal Program Work Plan (Exhibit I) for each work location that proposes a detailed scope of work, including required site testing and analysis, hazardous waste and asbestos removal, confirmation sampling, soil grading, and erosion control and meets the requirements of the Cleanup and Demolition Specifications Work Order (Work Order) (see Exhibit G sample), to be issued by the CM or designee.

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- vi. Contractor must acquire all applicable permits and clearances related to the removal, transportation, and disposal of fire ash and debris under applicable law and measure and record foundation location and areas of clean up (Section 2.2, Foundation Analysis and Plan of Exhibit I). The Contractor must notify all appropriate entities for cleanup including South Coast Air Quality Management District for air monitoring, the Underground Service Alert and local water, power, and/or gas utilities (Section 1.6, Required Notifications of Exhibit I). The Contractor must also notify the CM or their designee 24 hours prior to beginning debris removal activities.
15. Fire ash and fire debris must be transported to Calabasas Landfill for disposal. In the event that ash and fire debris cannot be accepted at Calabasas Landfill, disposal of ash and fire debris must be at a Class III municipal solid waste landfill facility with approval from the Regional Water Quality Control Board to accept such waste upon approval by the CM. Metals and concrete must be recycled, if possible. For other fire debris, the Contractor must dispose at the location directed and agreed upon by the CM.
16. During and upon completion of soil testing, debris removal, and soil removal, the Contractor must implement best management practices and establish erosion control of the disturbed portions of the site to prevent ash, soil, and other pollutants from washing onto roads, drainage courses, culverts, or neighboring properties.

J. Special Safety Requirements

1. In the performance of this Contract, precaution must be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor must comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Contractor must provide all safeguards, safety devices, and protective equipment, and take any other needed actions on its own volition or as the CM may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Contract.
2. All Contractor's operators must 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.
3. Contractor staff must wear hard hats at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

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4. The Contractor's operators, subcontractors, and employees must wear adequate eye, face, hearing, respiratory, and foot protection as prescribed by Cal/OSHA and brightly colored clothing when exposed to traffic hazards.
5. The Contractor must also provide permanent or temporary protective measures for pedestrian and property protection required by applicable statutes, ordinances or regulations. Potential on-site hazards (e.g., open excavations, swimming pools, etc.) must be protected by fencing or similar methods throughout the duration of the project. The CM or designee will notify the Contractor when a plan and permit are required for these temporary protective measures..
6. Special emphasis must be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor must be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each project..

Contractor must do the following for safety issues:

- a. Public Safety: Contractor must 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 must report the hazard(s) immediately to the County's Contract Manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
- b. Emergency Response: The Contractor must call 911 when the emergency involves injury to a member of the public, stay with the injured person until help arrives if doing so does not pose a risk to the County or Contractor staff, and direct emergency services to the injured person, if practical, and secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
- c. The Contractor must block 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.
- d. Contractor must 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 CM within two business day or first day of the next business week. CM will provide the report form. The Contractor must cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a

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complete written report to the Contract Manager within five days following the occurrence.

- e. Contractor must submit a project safety plan and provide training to employees on the above provisions.
- f. Contractor must provide traffic control that conforms to the most recent version of the California Manual on Uniform Traffic Control Devices (MUTCD), wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the Contractor are exposed to traffic hazards. Contractor must ensure that all traffic control configurations, devices, equipment, and setup comply with the MUTCD.

K. Responsibilities of the Contractor

The Contractor must:

- 1. Maintain 3 years of experience providing demolition and cleanup services.

**This minimum requirement must be met by the proposing entity. Subcontractors will not be allowed to fulfill this Minimum Requirement.**

- 2. Maintain or ensure its subcontractor(s), if any, sustain all the following and valid licenses/certification:
  - Contractors State License Board C-21 (Building Moving/Demolition) license (**Subcontracting is not allowed to fulfill this Minimum Mandatory Requirement**)
  - Contractors State License Board Asbestos Certification
  - Contractors State License Board Hazardous Substance Removal Certification
  - California Department of Public Health Lead Supervisor Certification
  - California Asbestos Consultant Certification
  - Hazardous Waste Transporter Registration issued by the California Department of Toxic Substances Control (When transporting hazardous waste material, as defined in the California Health and Safety Code Section 25117, and all hazardous waste transporters and their drivers must have a Commercial Driver's License with a hazardous materials endorsement) with the exception of the

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Contractors State License Board C-21 (Building Moving/Demolition), Contractor may satisfy the above-stated requirements for licenses, certifications, and registration through identified subcontractors.

3. Contractor must identify a subcontractor(s) in their proposal for soil analysis services. Subcontractor(s), must have a minimum of 5 years experience analyzing soil samples and must perform analysis at a California State-Certified Laboratory with a valid and active Environmental Laboratory Accreditation Program (ELAP) Number **(Subcontractor(s) must be a separate legal entity from the Contractor).**
4. Maintain or ensure its subcontractor(s), if any, sustain the hand crew personnel and equipment necessary to perform demolition and cleanup services.
5. Maintain or ensure its subcontractor(s), if any, hold a valid and active State if California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5
6. Post signs "Hard Hats and Eye Protection required beyond this point."
7. Provide all labor, materials, equipment, tools, utilities, and supervision required to perform the work described.
8. Notify the CM or designee within a 24-hour period upon completion of the work.
9. Furnish private transportation for the Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite.
10. Furnish security for all equipment and materials used at the jobsite during both working and nonworking hours.
11. Obtain and maintain in good standing all necessary City, County, and State permits or licenses for its operations, facilities, equipment, and operators.
12. Immediately advise the CM or designee should the Contractor encounter or observe hazardous conditions while working on the jobsite. See also Section U, Hazardous Waste.
13. Provide security around hazard work during demolition/cleanup.
14. Before starting the job, obtain and pay for permits, licenses, and fees required by the County, State, or Federal laws concerning the demolition or removal of the building or structure, and for the capping of sewer or filling of cesspool or septic tank or swimming pools. The Contractor is also responsible for requesting and obtaining the inspection and approval of the

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work done under required permits. The demolition permits must be requested and obtained at the Public Works Building and Safety District Office in which the work is located. Permits will be subject to cancellation and become null and void if the work is not completed within the time specified under the issued Work Order. Upon receipt of copy of said permit, the County will reimburse Contractor for the cost of permits pertaining to the specific job. Reimbursement will be incorporated in final billing of the project.

15. The Contractor must submit documents, which may include affidavits or guarantees required by this Scope of Work, as requested by CM for payment for each item designated by this Contract or Contract Work Order.
16. Arrange the storage of materials and equipment and the performance of all work by employees and subcontractor(s), if any, in order to interfere as little as possible with other persons engaged in work for the County at the same or adjacent jobsites.
17. Provide any necessary water supply, electrical service, portable toilet, or other facilities required for performance of the work and to conduct operations, all in accordance with governing laws and/or regulations.
18. Building Regulations - Carry out all work in compliance with applicable building regulations, laws, and ordinances. When work required by this Scope of Work is in conflict with any such law or ordinance, the Contractor must notify the CM or designee and must not proceed with the work until the CM or designee has so ordered.
19. Defective Work – The Contractor is responsible to correct any imperfect work whenever discovered before the CM's or designee's final acceptance of the work. No work that is deficient in any of the requirements of this Scope of Work will not be accepted..
20. Repair of Damage - Repair, at Contractor's expense, any damage to sidewalk, street improvements, and/or private property, Public Works, or other facilities caused by the Contractor outside the scope of the required demolition and/or cleanup. Restore the damaged areas or surfaces to a condition equal to and matching the condition existing before the damage by the repair of existing work or by replacement of damaged materials with new materials as necessary for property restoration.
21. General Supervision - At all times keep a knowledgeable general supervisor on the project site who must be authorized by the Contractor to execute this Contract's requirements and who must have the ability to organize the work, and the work of subcontractor(s), if any, to attain complete cooperation, and minimize delays.

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22. Final Cleanup - All equipment and temporary construction used in the work of this Contract must be removed from the project site. The demolition site and all spaces used by the Contractor must be left in a neat and clean condition as approved by the CM or designee and per the NPDES municipal permit handbook. See Section S, Item No. 2, Cleanup Procedures.
23. License/Certification - Contractor is required to use a subcontractor(s) to perform the applicable work related to the State of California Certified Asbestos Consultant license and Risk Assessor or Certified Inspection Technician (Clearance Examiner) as required by the California Business and Professions Code Section 7187. The subcontractor(s) who performs the applicable work must not have any financial or proprietary interest with the Contractor or any subcontractor performing the abatement or other work. It is essential that clearance testing be performed by an independent third-party whose payment is not dependent on the completion of the job within any particular time frame. The required licenses and/or certifications required in this paragraph must be submitted to and approved by the CM or designee prior to the start of the Contract along with the required subcontractor forms.
24. Be capable to perform all work/services listed in this Exhibit and on Form PW-2, Schedule of Prices.
25. Ensure on-site supervisor can speak, read, write, and understand English.

L. Responsibilities of Public Works

The County will provide access to the jobsite(s) and will conduct jobsite inspection at its discretion. The Contract Manager or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer of quality control practices at the jobsite.

M. Pass-Through

County recognizes that during the term of this Contract, there may be needed repairs or modifications to the service resulting from accident, storm, neglect, or other causes that are beyond the control of the Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass through costs, the Contractor must present the required Scope of Work to be performed and the cost to the Contract Manager for consideration. The Contractor must obtain Contract Manager's approval of the work to be performed and cost, in writing, prior to commencing of any work. Claims for payment of pass-through costs must include all supporting documentation of costs, approvals, and copies of vendor invoices. The Contractor must submit an invoice with attached applicable receipts for a particular job without markups. The County reserves the right to purchase parts and materials directly to be given to the Contractor to perform the installation at the negotiated hourly rates. Upon Contract Manager's negotiation and written approval, the Contractor must perform the additional services.

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N. Project Safety Official

The Contractor must designate in writing a Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official must be available at all times to abate any potential safety hazards and must have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official will 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.

O. 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 must 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must 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.

P. Determination of Area of the Building(s) or Structure(s)

1. The CM or designee will determine the area of the basic building/structure plus any appurtenances or accessory buildings to be demolished and furnish the Contractor with the information at the time of notification of work to be done.

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2. If the Contractor disagrees with the square footage or cubic yardage as determined by the CM or designee, the Contractor must notify the CM or designee of this discrepancy no more than three working days after being notified to proceed with the project. In the event an error in the CM's or designee's determination of square footage or cubic yardage is found, the Contractor will be entitled to an extension of completion time sufficient to cover the time necessary to establish an agreement on revised square footage or cubic yardage. Notification later than three working days constitutes automatic acceptance by the Contractor of the work as specified.

Q. Site Drainage - Grading

1. Any mine shafts, test holes, water wells, open pits, holes, swimming pools, basements or similar structures must be filled and compacted with a material and be brought up to grade level of the lot.
2. Any specified backfilling of basements, cellars, swimming pools, or any similar excavation or removal of foundations or slabs must be performed in a way that will prevent ponding of surface water and will not materially affect the natural drainage pattern of the premises. Backfill material from the site may be used with prior approval from the CM or designee. The site must be graded and compacted as necessary to prevent ponding of surface water.

R. Site Investigation and Work Determination

1. Site Investigation: Prior to demolition and removal work, the Contractor must investigate the site to determine all conditions affecting necessary procedures and operations in performing the required work as specified in this Exhibit's Section I, Demolition and Removal of Debris. The Contractor must visit the site accompanied by CM or designee for all demolitions to determine all conditions affecting necessary procedures and operations for unusual work or abatement work. .
2. The County assumes no responsibility for the admission of the Contractor to any part of the buildings or premises during the occupancy by any tenants who may be living in or on the premises, legally or otherwise. During such time, any arrangements for the inspection of occupied buildings or premises must be made with the occupant or occupants thereof.
3. Work Determination: The Contractor must determine the nature and type of construction, structural members, finish, and appurtenant features of the structures to be demolished and be responsible for determination of all classes of work to be accomplished including determining the nature of mortar and existence of grout or concrete fillings in masonry as specified in this Exhibit's Section I, Demolition and Removal of Debris.

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4. Where, in the Contractor's opinion, the required methods of demolition are impractical, impossible, or not economically feasible for all or part of a site, the Contractor must notify the CM or designee, in writing, not more than three working days after being notified to proceed with the work. Notification later than three working days constitutes automatic acceptance of the work by the Contractor. If the Contractor provides notification within three days, and if the Contractor and the CM or designee mutually agree, the Contract Work Order will be cancelled at no cost to the County or the Contract Work Order must be modified and the cost adjusted to conform to the modified Work Order.
5. The Contractor must obtain an Encroachment Permit from Department of Public Works, Construction Division for "Temporary No Parking" signs limited to the time and place of the work to be performed to allow for access of the site. Written authorization for the permit will be required from the CM or designee.

S. Demolition and Cleanup Procedures

1. Demolition Procedures
  - a. When a site is ready for demolition, the CM or designee will notify the Contractor in writing to proceed with the demolition and removal of those buildings/structures, improvements, debris, or vehicles on the site that are identified by the CM.
  - b. The Contractor must meet with the CM or designee at the subject property before the demolition of any structures. Upon the completion of all work, the Contractor must, within 24 hours, call the CM or designee for final inspection. Approval of the final site condition is required for the CM to approve payment for work done.
  - c. Demolition of the buildings/structures must conform to regulations set forth in the Los Angeles County Building Code; SCAQMD Rules 1403 and 403; the NPDES municipal permit handbook; the Cal/OSHA Lead in Construction Standard, California Code of Regulations Title 8, Section 1532.1; and EPA regulations set forth in 40 CFR Part 61.
  - d. A Demolition Permit or a building permit to remove unpermitted structure(s) is required for all structures that are to be demolished, including mobile homes. The permit may be obtained at the local County Building and Safety District Office.
  - e. The Contractor must provide permanent or temporary protective measures for pedestrian and property protection required by applicable statutes, ordinances, and/or regulations. The

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Contractor must protect potential on-site hazards (e.g., open excavations, swimming pools, etc.) by fencing or using similar methods throughout the duration of the work. The CM or designee will notify the Contractor when a plan and permit are required for these temporary protective measures.

- f. The Contractor must provide the CM or designee with a copy of all reports required by the Construction and Demolition Debris Recycling and Refuse Plan filed with the County of Los Angeles Department of Public Works, Environmental Programs Division, upon completion of the project. See Section HH, Construction and Demolition Debris Recycling and Reuse

## 2. Cleanup Procedures

- a. When a site is ready for cleanup, the CM or designee will notify the Contractor to proceed with the removal of miscellaneous items of personal property, trash, junk, debris, and inoperative vehicles.
- b. The Contractor must meet with the CM or designee 24 hours before the commencement of the work. Upon the completion of all work, the Contractor must, within 24 hours, call the CM or designee for final inspection. Approval of the final site condition is required for the CM to approve payment for work done.
- c. Cleanup of property must conform to regulations set forth in the Los Angeles County Building Code; SCAQMD Rules 1403 and 403; the NPDES municipal permit handbook; the Cal/OSHA Lead in Construction Standard, California Code of Regulations Title 8, Section 1532.1; and EPA regulations set forth in 40 CFR Part 61.

The Contractor must provide permanent or temporary protective measures for pedestrian and property protection required by applicable statutes, ordinances, or regulations. The Contractor must protect potential on-site hazards (e.g., open excavations, swimming pools, etc.) by fencing or similar methods throughout the duration of the work. The CM or designee will notify the Contractor when a plan and permit are required for these temporary protective measures.

## T. Methods of Demolition

Contractor must comply with the following:

- 1. Contractor's "Work Plan" for all required work, with suitable equipment, and with approval of the CM or designee.

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2. Los Angeles County Building Code and any other applicable Federal, State, and/or County laws and ordinances regulating building.
3. Safety Provisions:
  - a. All precautions necessary for accomplishment of the work in a safe and orderly manner.
  - b. Erection and maintenance of all fences, barricades, lights, warning signs, and other safeguards necessary for adequate protection of streets, sidewalks, adjacent property, and all persons on and off the property at the site.
  - c. Burning or burial of debris on the site is not permitted.
  - d. The use of explosives is not permitted.
  - e. The Contractor must provide as required bracing and shoring to avoid accidents or collapse of structures or excavations. Potential on-site hazards (e.g., open excavations, swimming pools, etc.) must be protected by fencing or similar methods throughout the duration of the project. The Contractor will notify the CM or designee when a plan and permit are required for these temporary protective measures.
  - f. The Contractor must keep all approaches, sidewalks, driveways, and etc., reasonably clear and clean.

U. Hazardous Waste

1. The removal of hazardous waste material, as defined in the California Health and Safety Code Section 25117, if necessary and agreed by CM or designee, will be considered as "additional work" in the performance of this Contract. See this Exhibit's Section FF, Additional Work, for specific requirements.
2. Should hazardous waste be found on the site, the Contractor must immediately contact the CM or designee for further directions as to proper removal or any other action deemed necessary. The removal of hazardous waste must be in accordance with the U.S. Environmental Protection Agency (EPA) Title X - National Emission Standards for Hazardous Air Pollutants or any other applicable Federal, State law, and/or County ordinance regulating hazardous waste.
3. The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered or created during the performance of this Contract. In the event an unknown substance or

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hazardous material is discovered, the Contractor must immediately notify the CM. The Contractor must NOT attempt to remove any hazardous waste or 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 must exercise extreme caution in the event unknown waste is encountered.

V. Time for Commencing and Completing Work

1. Asbestos and/or Lead-Based Paint and demolition work must begin and be completed within the starting and completion dates shown on the SCAQMD Rule 1403 notification form and Cal/OSHA in accordance with California Code of Regulations Title 8, Section 1532. If this is not possible, a revised notification form must be sent to Cal/OSHA in accordance with California Code of Regulations Title 8, Section 1532. The Contractor must commence the demolition and removal of lead-painted surfaces or assumed lead paint (as described in this Exhibit's Section I, Demolition and Removal of Debris) at the end of within the required notification period provided to Cal/OSHA. If this is not possible, a revised notification form must be sent to Cal/OSHA in accordance with California Code of Regulations Title 8, Section 1532.1.
2. The Contractor must commence demolition work within 30 calendar days from the date of notification or sooner if required by a court-issued abatement order and a Notice to Proceed by the CM or designee, which will be either mailed, faxed, or e-mailed. The Contractor must complete the work within 20 calendar days from the date of notification of the Notice to Proceed by the CM or designee. All other Contract Work Orders must commence within 20 calendar days from the date of notification of the Notice to Proceed and must be completed within ten calendar days from the date of notification of the Notice to Proceed by the CM or designee. Failure to adhere to the Time for Commencing and Completing Work may be cause for suspension or cancellation of this Contract see Exhibit B, Section 3, Terminations/Suspensions.

W. Roofed-Over Areas

The Contractor must cleanup and remove items from under roofed-over areas. Roofed-over areas means - any area with a roof but without enclosing walls, such as breezeways, patios, carports, and similar structures whether attached to the basic structure or freestanding.

X. Access to Site

Work locations are presumed to be reasonably accessible to the Contractor, however, in the event that a work location is not reasonably accessible, as

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confirmed by the CM, the costs will be compensated in accordance with PW-2 (Schedule of Prices), Section 1, Condition B. The CM will permit the use of the conventional equipment, machinery, tools of the trade, and hand crews when conditions warrant.

Y. Appeals

If the owner or other interested party files a notice with the CM or designee and requests a hearing as provided in Los Angeles County Code Title 26 (Building Code) the Contractor or the Contractor's representative will appear at the time and place of the hearing and furnish the hearing board with all information required to determine the correctness or reasonableness of the charges paid, at no additional cost to the County.

Z. Salvage

The Contractor has salvage rights in accordance with Los Angeles County Code, Title 26, Section 9930 (Building Code). As a result of the work, salvageable material and equipment becomes the property of the Contractor which Contractor must promptly remove from the jobsite, including all material and equipment remaining at the worksite after the date the Work Order is executed. Vehicles that are removed are not to be reconstructed or made operable in accordance with Los Angeles County Code (Building Code) Title 26, Section 9934. Vehicles or parts thereof must be disposed of by removal to a scrap yard or automobile dismantler's yard.

AA. State Industrial Safety Permit

1. The issuance of a permit by the State Division of Industrial Safety is required for excavations of 5 feet or deeper and into which a person is required to descend. This is a normal condition for capping most sewers.
2. Obtaining and submitting a copy of an Annual State Industrial Safety Permit for excavations to Public Works will eliminate delays when the Contractor applies for necessary demolition building permits. Contractor must provide CM with the Annual State Industrial Permits.

BB. Emergency Work

This contract is nonexclusive and in the event of an emergency or other need, as determined by the County, this contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

CC. Subcontracting

1. All subcontractors proposed to perform work on the project must be licensed in accordance with the provisions of the Business and Professions Code of the State of California for the type of work to be performed.
2. The County will consider all subcontractors to be agents of the Contractor, and the Contractor is responsible for their work as described in this Contract.
3. Contract Work Orders involving removal of asbestos, lead-based paint, or other hazardous material may be performed by the Contractor or subcontractor at a negotiated price as approved by the CM or designee. Public Works may require the Contractor to submit proof that any such work performed under this Contract has been performed at competitive prices by requiring additional Bids. No such work may commence without prior written approval of the Bid price by the CM.

DD. Methods and Application

The method adopted by the Contractor to perform demolition and removal work under this Contract must be such as will assure satisfactory work and will enable the Contractor to complete the work by the time agreed. If at any time such methods appear inadequate, the CM or designee may order the Contractor to improve its methods or increase its efficiency. The Contractor must conform to such order, but failure of the CM or designee to order such improvement of methods or increase of efficiency will not relieve the Contractor from the obligation to perform adequate work or finish by the time agreed upon.

EE. Final Inspection

In order to allow for inspection, the Contractor must notify the CM or designee a sufficient length of time in advance of the performance of each type of intended work. Whenever the Contractor intends to carry on the work of this Contract at night or on a Saturday, Sunday, or holiday, the Contractor must notify the CM or designee of such intention at least 24 hours in advance so that the inspection may be provided by the CM or designee. Upon the completion of the work specified by this Contract or Contract Work Order, the Contractor must notify the CM or designee when the Contractor desires a final inspection of the work. The CM or designee will make such requested inspection as soon as possible thereafter.

FF. Additional Work

1. The CM or designee may authorize the Contractor to perform additional work including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, third-party negligence or any unanticipated or unforeseen need. If the CM or designee determines such additional work can be obtained in whole

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or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

2. Prior to performing any additional work, the Contractor must prepare and submit a written description of the work with an estimate of labor and materials as provided in this section and section M (Pass-Through). No additional work will commence without written authorization from the Contract Manager or designee. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager or designee may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor must submit a written estimate to the Contract Manager or designee for approval.
3. Additional Services may be added during the Contract for services not otherwise included in the Form PW-2, Schedule of Prices upon written request from the CM and completion of a change order or amendment consistent with Exhibit B section 2.A. Prior to performing any additional services, the Contractor must prepare and submit a written description of the work with an estimate of labor and materials at the applicable rates provided in Form PW-2. Upon CM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the CM, the additional services may be added to the Contract. No additional work will commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor must submit a written estimate to the Contract Manager for approval.
4. All additional work provided herein must commence on the specified date established. The Contractor must proceed diligently to complete said work within the time allotted.

GG. Authority of Contract Manager or Designee

1. The CM or designee will determine, within the provisions of this Scope of Work, all questions which may arise concerning the work performed and all questions concerning the acceptable fulfillment of this Contract by the Contractor.
2. Final determination of the acceptable fulfillment of the Contract by the Contractor will be made by the CM or designee.

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HH. Construction and Demolition Debris Recycling and Reuse

1. The Los Angeles County Code, Title 20, Chapter 20.87 - Construction and Demolition Debris Recycling and Reuse - requires that the County divert materials going to landfills by 50 percent. To assist in achieving this mandate, all Contractors handling green waste materials for the County are required to divert all landscape materials from any landfills and cogeneration facilities. Green waste materials utilized for alternate daily landfill cover is currently acceptable for diversion credit. The Contractor is required to seek recycling alternatives for any organic, biodegradable landscape materials encountered while performing these services. Acceptable recycling alternatives would include the utilization of these materials as feedstock for composting, mulching, soil amendment, and wood chip products.
2. The Contractor must arrange for the chipping and transport of all landscape materials to their selected processor with all of the cost to be borne by the Contractor. In addition, the Contractor must provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all AB 939, Integrated Management Act requirements have been met.
3. To the maximum extent feasible, the Contractor must employ processes that will ensure the generation of the least amount of debris; results in the salvage and reuse of the debris on or off-site or delivery of the debris to recycling facilities; and must quantify the amount of debris reduced, reused, and/or recycled.
4. The Contractor is responsible for arranging the collection and handling of the debris and the transportation of the debris by legally permitted waste haulers to facilities that can legally accept the debris for purpose of reuse, recycling, or disposal. However, in no event must the debris be disposed of in a landfill and/or incineration facility, unless otherwise the CM or designee provides prior approval.
5. The Contractor must comply with all applicable laws and regulations, including, but not limited to, the Los Angeles County Code, Title 20, Chapter 20.87, Construction and Demolition Debris Recycling and Reuse.
6. Upon completion of the work, the Contractor must provide the CM or designee with proof of authorization from recycling/delivery site owner/operator to deliver the demolition and/or cleanup debris to the recycling/delivery site and the tonnages reused and/or recycled. Demolition and cleanup debris includes but is not limited to materials resulting from the demolition and cleanup-related activities, such as site cleanup, land clearing, excavation, grading and are considered solid waste pursuant to Section 40191 of the Public Resources

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Code. The materials include, but are not limited to, asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, metal, fixtures and fittings, glass, gravel, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, soil, trees, tree stumps and other vegetative matter, stones, and wood waste.

II. Recordkeeping of Construction and Demolition Debris Recycling

The Contractor must retain records of the amount of debris generated and reused, recycled, and disposed of under this Contract. Within 15 days of completion of the work, the Contractor must submit the following information to Public Works Environmental Programs Division:

- The actual weight of debris recycled or reused.
- Copies of receipts from each subcontractor, if any, or facility that collected or received debris.
- A calculation of the actual percentage of all debris material that was recycled or reused.

JJ. Payments

Contractor must bill the County for demolition and removal of basic wood frame structures, Type V construction, wood, tile or composition roofing, attached covered porches on concrete foundations, and foundations in accordance with PW-2, Section I, Condition A or B depending on accessibility of structure. Other requested work must bill at the Stipulated Unit Price as noted on the PW-2, Section II.

The CM or designee will issue a Work Order (Exhibit G) for cleanup and demolition work for a specific job site which will be estimated based on the PW-2 unit rates. The estimated cost of the Work Order will be adjusted based on actual cost due to site conditions, as established to the satisfaction of the CM or designee.

Upon completion of the work, the Contractor may request full payment for the work. After acceptance of the work by the CM or designee, and upon receipt from the Contractor of any documents, which may include affidavits or guarantees required by this Scope of Work, the County will make a final payment for each item designated by this Contract or Contract Work Order. The making of any payment to the Contractor for a Work Order does not relieve the Contractor of the Contractor's obligations under this Contract. The Contractor is obligated to complete the Contract work in its entirety at the time or times specified.

KK. Contract Cost

All services required in this Exhibit A, Scope of Work, must be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract.

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 must 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; and

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- 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 must 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 or designee.
- 4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

MM. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The System for Award Management exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the System for Award Management (SAM) as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://www.sam.gov/portal/SAM/>.

If the Contractor is listed on the governmental exclusions in the System for Award Management (SAM) as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor must notify the Contract Manager

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when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is not listed on the governmental exclusions in the System for Award Management (SAM) as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the System for Award Management (SAM), before assigning federally funded work to its subcontractors.

**SCHEDULE OF PRICES**  
**(FORM PW-2)**

[Successful Proposer's Form PW-2, will be incorporated here]

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

Employee Leasing. Any agreement to employ any worker, at any tier, that is not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

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

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

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

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

Public Works. Los Angeles County Public Works.

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

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

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

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

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

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

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

#### B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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



E. Complaints

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

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

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

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

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

I. Conflict of Interest

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

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

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-3), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract

termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

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

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

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the

occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor costs incurred by County to make such repairs

Q. Employment Eligibility Verification

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

R. Counterparts and Electronic Signatures and Representations

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

S. Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under

any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

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



reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations will constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

Contractor must bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

1. Contractor must develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor must not, and must not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County will not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph must apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit B, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and must be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, must have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and

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employment records, and proprietary data and information must be kept and maintained by Contractor and must be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor must pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole

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discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

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

## II. Subcontracting

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

1. If Contractor desires to Subcontract, Contractor must provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed Subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor must indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

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

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

or selling agencies maintained by Contractor for the purpose of securing business.

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

MM. Time Off for Voting

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

NN. Local Small Business Enterprise Utilization

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

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

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

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

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

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

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

PP. Method of Payment and Required Information

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

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

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on



specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, will decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Hiring Practices

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

RR. Compliance with the County Policy of Equity

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

SS. Contractor Independence

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

## SECTION 3

### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor must:

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

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

L. Public Convenience

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

M. Public Safety

It will be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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



Q. Storage of Materials and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. CARD

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

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

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

#### B. Indemnification

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

The Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen, equipment, tools, vehicles and materials owned, hired, leased or used by the Contractor for this Project.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor must not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

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

required Contractor and/or Subcontractor insurance policies at any time.

- b. Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.
- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), must be construed as a waiver of any of the Required Insurance provisions.

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

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

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

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf

(ON-CALL CLEANUP,  
REMOVAL & DEMOLITION)  
(BRC0000386)

of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor must provide County with, or Contractor's insurance policies shall contain a provision that County must receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance must constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage. This may be evidenced by adding a statement to the additional insured endorsement required in item 7, stating "It is further agreed that the insurance afforded

by this policy is primary to any insurance or self-insurance programs maintained by the County and the County's insurance and self-insurance coverage are in excess of and non-contributing to the Named Insureds coverage."

8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Identify any deductibles or self-insured retentions (deductible/retentions) exceeding \$25,000. The County retains the right to require the Contractor to reduce or eliminate deductibles/retentions as they apply to the County, or, require Contractor to provide a bond or other financial instrument guaranteeing payment of all such retained losses and costs attributable to the Contractor's retention, or, withhold payment to Contractor in the amount of all or any deductibles/retentions as the County deems appropriate. Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it must maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

13. Separation of Insureds: All liability policies must provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers must be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
4. Pollution Liability Insurance: Such insurance must cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from worksite. Contractor must maintain limits of not less than \$1 million per occurrence and \$2 million aggregate.
5. Asbestos Liability Insurance: Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal or emission of asbestos, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of asbestos in compliance with governmental mandate or requests. Motor vehicle asbestos liability will be required under the Automobile Liability Insurance indicated above under section "C" if asbestos will be removed from the work site. Contractor shall maintain limits not less than \$1 million per occurrence and \$2 million aggregate.

**County reserves the right to reassess and change the limits of the required insurance based on the total cost of the project on a case by case basis.**



## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms must also apply to Subcontractors of County Contractors.

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

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

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

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

#### B. Written Employee Jury Service Policy

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

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"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is available on the Internet at [www.babysafela.org](http://www.babysafela.org).

## SECTION 9

### SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

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

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

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

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

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

## SECTION 10

### LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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



## SECTION 11

### DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

## SECTION 13

### COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- A. At Contractor's sole cost, Contractor must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit

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purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  2. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- E. In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

## SECTION 14

### PROPRIETARY CONSIDERATIONS

#### A. Ownership of County Materials

Contractor and County agree that all materials including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and will be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County will have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

#### B. Transfer to County

Contractor must execute all documents requested by County and must perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County will have the right to register all applicable copyrights, trademarks, and patents in the name of the County of Los Angeles. Further, County will have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

#### C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third-parties. For those portions of

the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

Contractor must defend, indemnify, and hold County harmless against any claims by third-parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third-parties, and Contractor must pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor must affix the following notice to all County Materials: "@ Copyright 2021 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor must affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County will also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

## SECTION 15 PREVAILING WAGES

### A. Prevailing Wages

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

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

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

### B. Work Records

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

### C. Posting of Prevailing Wage Rates

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

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

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

*Local Office Telephone Number:*

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

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

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



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

D. Certified Payroll Records

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

E. Subcontractor

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

F. Mental Health Services for Critical Incidents

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



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2021)

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

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

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

**Note:** You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2022.

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

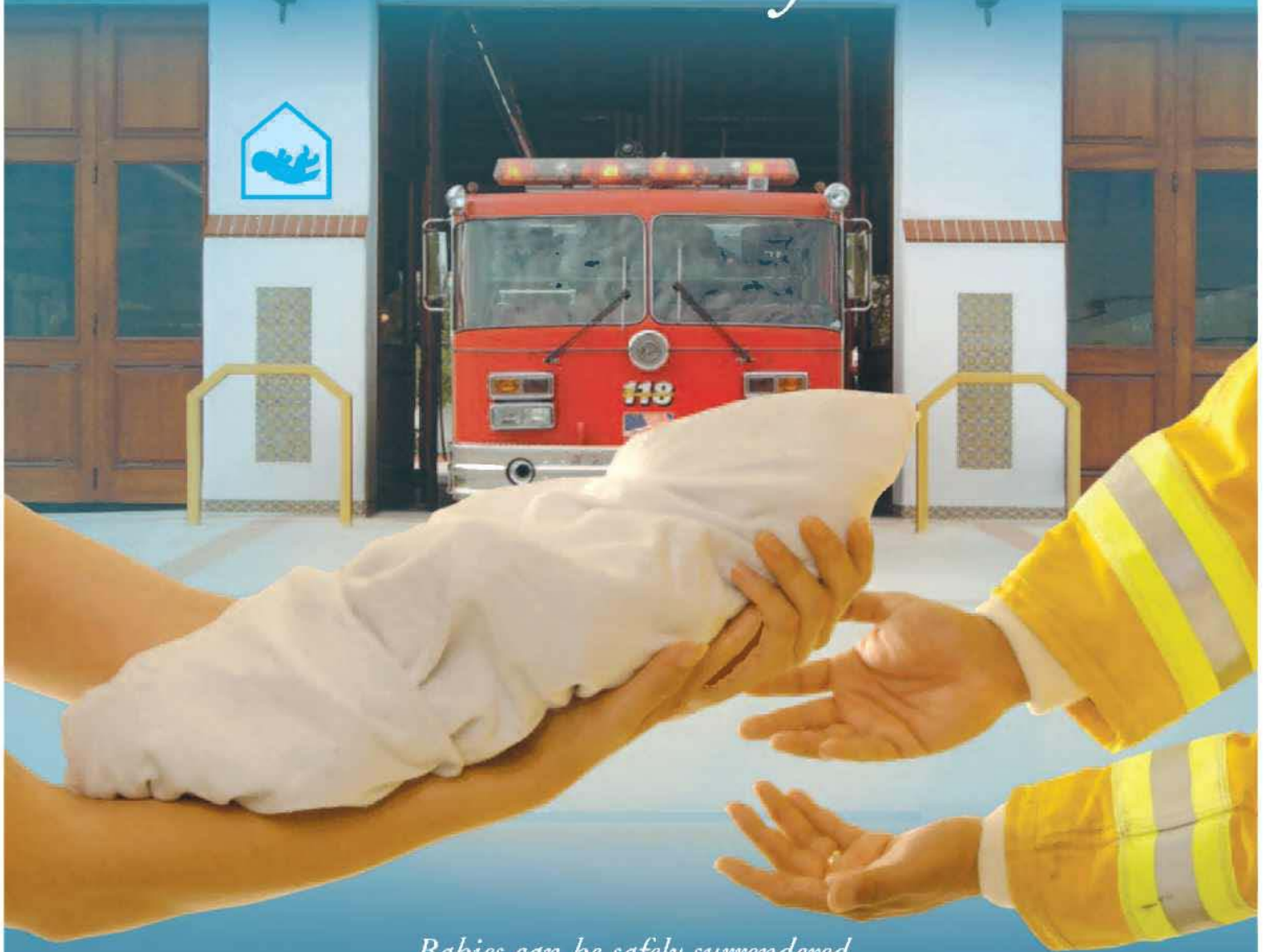
#### How Will My Employees Know if They Can Claim the EIC?

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

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



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

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and Contract language.**

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

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

**2.206.050 Administration and compliance certification.**

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



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

**2.206.060 Exclusions/Exemptions.**

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

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

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

**2.206.070 Enforcement and remedies.**

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

**2.206.080 Severability.**

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, 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	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$25 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports	Filed within time frame requested.	\$50 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 through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, 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	As applicable, prior to the start of the contract and continuation of the contract, the contractor must 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 are not certified must 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. Staffing	Staffing levels are equal or exceed contract requirements in accordance with approved Work Orders.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Uniformed/Protective Gear	The Contractor's operators, subcontractors, and employees must wear adequate eye, face, hearing, respiratory, and foot protection as prescribed by Cal/OSHA and brightly colored clothing when exposed to traffic hazards. Contractor staff must wear hard hats at all times.	\$50 per employee, per occurrence.	<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 through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, 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
	Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.			
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	
5. Maintain Knowledge of Safety Requirements	Understands the 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 must notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to Complaints, Requests, and Discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. 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	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, 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. Project Safety Official	Project Safety Official who must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. <b>CONTRACT ADMINISTRATION</b>				
E. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$100 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	
1. 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	
2. 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	
3. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; 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

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I) and this PRS, Exhibits A-I will control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, 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
		contract.		
4. Assignment and Delegation	Contractor must not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

COUNTY OF LOS ANGELES

**EXHIBIT G**

DEPARTMENT OF PUBLIC WORKS

**CLEANUP AND DEMOLITION SPECIFICATIONS**

CONTRACTOR: DEMOLITION INC.			REQUEST DATE: Amended 11/22/2017	
ADDRESS: 55555 Somewhere Dr., CA			TEL. NO.: (XXX) XXX-XXXX	
JOB ADDRESS: 77777 Shannon Valley Road, Acton				
OWNER'S NAME: John Wayne AND ADDRESS: 77777 Shannon Valley Road, Acton 93510				
CONTRACT ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	COST
	BASIC STRUCTURE --CONVENTIONAL	9180	\$4.25 PER SQ. FT.	\$39,015.00
	BASIC - HANDWORK - Mobile Home	848	\$4.25 PER SQ. FT.	\$3,604.00
1	ACCESSORY BUILDING - CONVENTIONAL		\$4.25 PER SQ. FT.	\$13,780.00
2	BASIC STRUCTURE-		\$2.75 PER SQ. FT.	
3	BACKFILL (swimming pools, basements, other excavations below grade)		\$30.00 PER CU. YD.	
4a	CAP SEWER (including excavation and back-filling)		\$180.00 PER UNIT	
4b	WELL OR BACKFILL SEEPAGE PIT, REMOVAL SEPTIC TANK	3	\$500.00 PER UNIT	\$1,500.00
5	Pumping of three septic tanks	3		\$1,101.60
6	WOOD OR WIRE FENCE (four feet or more in height)		\$.50 PER LIN. FT.	
***	Additional work for separation, Loading, Trucking and Desposal of treated wood poles:			
	Excavator work for separation for three days			\$4,800.00
	Disposal ticket #934872 (9.22 Tons)		\$70.00	\$645.40
	Disposal ticket #934979 (9.27 Tons)		\$70.00	\$648.90
	Disposal ticket #93518 (11.67 Tons)		\$70.00	\$816.90
	Disposal ticket #934516 (10.62 Tons)		\$70.00	\$743.40
	Disposal ticket #934782 (12.30 Tons)		\$70.00	\$861.00
	Profile Fee			\$75.00
***	Water truck		2000 Gallons	\$3,000.00
	Delivery/Pickup Water truck			\$300.00
***	Administration Fee			\$75.00
	Trucking		\$300.00 per load	\$150,000
	Overhead and Profit at 25%			\$2,541.40
	Overhead and Profit at 10%			\$11,016
12	DEBRIS - OUTSIDE OF STRUCTURE (40CY=10 TON)	20	\$70.00 PER TON	\$1,400.00
15	OVER PEDESTRIAN WALKS, INCLUDING FENCES, WHERE REQUIRED BY THE L.A. COUNTY BUILDING CODE.		\$60.00 PER LINEAR FOOT	
16	FEET HIGH PLYWOOD FENCE FOR PEDESTRIAN PROTECTION WHERE REQUIRED BY L.A. COUNTY BUILDING CODE		\$40.00 PER LINEAR FOOT	
17	ERECTION OF CHAIN LINK FENCE		\$25.00 PER LINEAR FOOT	
18	METAL WATER TANK ON GRADE		\$40.00 PER 1000 GALLON	
19	ASBESTOS TESTING		\$750.00	\$375,000
20	REMOVAL OF ASBESTOS		DETERMINED BY TESTING	
21	LEAD BASED PAINT TESTING		\$800.00	\$200,000
24	SANDBAGS FOR EROSION CONTROL		\$1.90 PER LINEAR FOOT	
25	HYDRO SEEDING FOR EROSION CONTROL		\$.08 PER SQUARE FOOT	
26	MINIMUM CONTRACT AWARD		\$500.00 PER WORK ORDER	
27	EMERGENCY RESPONSE FEE		\$350.00 PER WORK ORDER	
PREPARED BY: Tim Grover DATE: 03/28/2012			SUB TOTAL	\$82,267.76
SPECIAL CONDITIONS: An Abatement Warrant will be required before the demilition can begin. The owner may remove the Mobile Home which would reduce the contract by \$3,604.00			PERMIT FEES (DEM,BLRV,ISS)	\$27,000
			TOTAL	\$82,537.76

PROCEED WITH THE REMOVAL ACCORDING TO SPECIFICATIONS, BUT **DO NOT PROCEED WITH THE DEMOLITION OF ANY****STRUCTURE UNTIL NOTIFYING THE BUILDING OFFICIAL. A REPRESENTATIVE FROM THIS SECTION SHALL MEET THE CONTRACTOR ON THE PROPERTY BEFORE ANY WORK IS PERFORMED.**SECURE PERMITS AT: **AV Building and Safety District Office 335A East Avenue K-6, Lancaster, Ca 93535**COUNTY CLEANUP DATE: **03-20-2012**DEMOLITION PERMIT NO.: **1202090000** BUILDING DEMOLITION DATE: **03-20-12**

FINAL APPROVAL DATE: PAYMENT AUTHORIZATION DATE:





## STATEMENT OF FACTS

Complete the appropriate section(s) in full (including vehicle description) and sign Section H.

LICENSE PLATE/CF NUMBER	VEHICLE/VESSEL ID NUMBER	YEAR/MAKE
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### A. STATEMENT FOR USE TAX EXEMPTION

This transfer is exempt from use tax because it is a:

- ☐ Family transfer sold between a parent, child, grandparent, grandchild, spouse, domestic partner, or siblings (if both are minors related by blood or adoption).
- ☐ Addition or deletion of family member (spouse, domestic partner, parent[s], son/daughter, grandparents, grandchildren).
- ☐ Gift (does not include vehicles traded between individuals, transfer of contracts or other valuable consideration).
- ☐ Court Order      ☐ Inheritance

**NOTE: The Use Tax Exemption cannot be claimed if the vehicle/vessel being transferred was purchased from an otherwise qualifying relative who is engaged in the business of selling the same type of vehicle/vessel.**

The current market value is: \$\_\_\_\_\_.

### B. STATEMENT FOR SMOG EXEMPTION

The vehicle does not require a smog certification for transfer of ownership because:

- ☐ The last smog certification was obtained within the last 90 days.
- ☐ It is powered by: ☐ electricity ☐ diesel ☐ Other \_\_\_\_\_.
- ☐ It is located outside the State of California. (Exception: Nevada and Mexico)
- ☐ It is being transferred from/between:
- ☐ The parent, grandparent, child, grandchild, brother, sister, spouse, or domestic partner (as defined in Family Code §297) of the transferee.\*
  - ☐ A sole proprietorship to the proprietor as owner.\*
  - ☐ Companies whose principal business is leasing vehicles. There is no change in lessee or operator.\*
  - ☐ Lessor and lessee of vehicle, and no change in the lessee or operator of the vehicle.\*
  - ☐ Lessor and person who has been lessee's operator of the vehicle for at least one year.\*
  - ☐ Individual(s) being added as registered owner(s).\*

\* Does not require smog certification unless Biennial Smog is required.

### C. STATEMENT FOR TRANSFER ONLY OR TITLE ONLY

This vehicle has not been used or parked on a street or highway or off-highway. I am applying for a:

- ☐ Transfer Only      ☐ Title Only

The vehicle is not currently registered. It has not been driven, moved, towed, or left standing on any California public highway to cause registration fees to become due. It was not transported over any California public highway or operated within California to cause off-highway fees to become due. Appropriate registration will be obtained before the vehicle is operated.

### D. WINDOW DECAL FOR WHEELCHAIR LIFT OR WHEELCHAIR CARRIER

Enter your Disabled Person License Plate, or Disabled Veteran License Plate, or Permanent Disabled Person Parking Placard number below:

DISABLED PERSON PLATE	DISABLED VETERAN PLATE	PERMANENT DISABLED PERSON PLACARD
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The vehicle to which my Window Decal will be affixed is:

LICENSE NUMBER	VEHICLE MAKE	VEHICLE ID NUMBER
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Mail to:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

## STATEMENT OF FACTS

Complete the appropriate section(s) in full (including vehicle description) and sign Section H.

LICENSE PLATE/CF NUMBER

VEHICLE/VESSEL ID NUMBER

YEAR/MAKE

**E. STATEMENT FOR VEHICLE BODY CHANGE (OWNERSHIP CERTIFICATE REQUIRED)**

The current market value of the vehicle or vessel is: \$\_\_\_\_\_.

Changes were made at a cost of \$\_\_\_\_\_ on this date \_\_\_\_\_.

**This is what I changed: Check all that apply:**

- ☐ Unladen Weight changed because \_\_\_\_\_ (Public Weighmaster Certificate is required. Exception: Trailers)
- ☐ Motive Power changed from \_\_\_\_\_ to \_\_\_\_\_.
- ☐ Body Type changed from \_\_\_\_\_ to \_\_\_\_\_.
- ☐ Number of Axles changed from \_\_\_\_\_ to \_\_\_\_\_.

**F. NAME STATEMENT (OWNERSHIP CERTIFICATE REQUIRED)**

*Please print*

- ☐ I, \_\_\_\_\_ and \_\_\_\_\_ are one and the same person.
- ☐ My name is misspelled. Please correct it to: \_\_\_\_\_
- ☐ I am changing my name from \_\_\_\_\_ to \_\_\_\_\_

**G. STATEMENT OF FACTS**

I, the undersigned, state:

**H. APPLICANT'S SIGNATURE**

*I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.*

PRINTED LAST NAME

FIRST NAME

MIDDLE NAME

DAYTIME PHONE NUMBER

( )

SIGNATURE

DATE

**X**



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## **Local Fire Debris Removal Program**

### **Work Plan**

**1.0 Work Plan:** Contractor shall provide a work plan for each work location that includes site testing and analysis, hazardous waste and asbestos removal confirmation sampling, soil grading, and erosion control. The Contractor shall complete this Work Plan for each property location to show compliance with the requirements of the Woolsey Fire Local Fire Debris Removal Program.

**1.1 Provide a description of property and proposed activities (Footprint, description of structures and/or debris). Attach Photos and Sketch of ash footprint.**

**1.2 Identify or attach proposed equipment material staging areas:**

**1.3 Identify or attach site health and safety protocols and traffic control:**

**1.4 Identify damaged water wells and/or water lines on property:**

**1.5 Identify damaged septic systems and/or sewer lines on property:**



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**1.6 Required Notifications:** The Contractor shall provide notice to the following agencies prior to conducting cleanup work and shall notify local water, power, gas utility as required to perform the work.

REQUIRED Notifications
1. Underground Service Alert (USA) – Call 811 Dig Alert prior to ground disturbing activities.
2. South Coast Air Quality Management District 21865 Copley Drive, Diamond Bar, CA 91765 Main Office – (909) 396-3385
3. Los Angeles County Public Works 900 South Fremont Avenue, Alhambra, CA 91803 Contact Phone Number – (626) 979-5370  <ul style="list-style-type: none"> <li>• 24 hours prior to beginning debris removal activities, the Contractor shall call the CM and Public Works at (626) 979-5370 and leave a message reporting the site location.</li> <li>• Within 24 hours of completing debris removal, the Contractor shall call the CM and Public Works at (626) 979-5370</li> </ul>



**2.0 Background Site Assessment: Contractor shall provide the following assessments and plans:**

**2.1 Site Testing and Analysis Plan (Asbestos)**

A Certified Asbestos Consultant shall test the site. The Contractor shall identify Certified Asbestos Consultant:

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**2.2 Foundation Analysis and Plan**

The building foundations shall remain in place and the Contractor shall measure, record, and flag locations of the building foundations as described in Item I Section 16, subsection e.vi., of Exhibit A.1, Scope of Work.

**Attach sketch of property and location of foundation:**

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### 3.0 Hazardous Waste and Asbestos Removal

During Phase One of Consolidated Fire Debris Removal, teams of County staff and experts from the California Department of Toxic Substances Control (DTSC) inspected the property and removed any identifiable and accessible household hazardous waste that may pose a threat to human health, animals, and the environment such as batteries, oil, propane tanks, visible bulk asbestos, and paints. However, some hazardous materials and/or asbestos or asbestos containing materials (ACM) may still be present on the property and pose a threat to public health and the environment. Proper protection should be worn when handling, sorting, and transporting these materials (sturdy footwear, gloves, respiratory protection).

### 3.1 Hazardous Waste and Household Hazardous Waste Removal

In the event that the Contractor identifies hazardous waste and household hazardous waste at the site, the Contractor shall notify the CM. Upon approval from the CM, the Contractor shall remove the hazardous waste and household hazardous waste by means of a Certified Hazardous Waste Professional(s). Household hazardous waste (batteries, propane tanks, paint, gasoline cans, cleaning products, pesticides, fluorescent light bulbs, etc.) shall be identified, segregated, and disposed of at a Household Hazardous Waste Facility or Recycling Facility as approved by the CM. The Contractor shall identify the following information and attach hazardous waste handling and removal procedures as applicable.

The Contractor shall identify the Certified Hazardous Materials/Waste Professional(s)
Name: License No.:
Receiving HHW Disposal and/or Recycling Facility(s) approved by CM:

### 3.2 Asbestos Removal

Asbestos or ACM requires assessment by a Certified Asbestos Consultant as described in Item I., Section 3 of Exhibit A.1. In the event that the Certified Asbestos Consultant identifies asbestos at the site, the Contractor shall notify the CM. Upon approval from the CM, the Contractor shall remove the asbestos or ACM by means of a licensed Asbestos Abatement Professional(s). If bulk loading ACM, the contractor shall double-line the bin or container used for transport with 10-mil poly in such a way that once loaded both layers can be sealed up independently ("burrito-wrap method").

The Contractor shall identify the following information and attach asbestos waste handling and removal procedures as applicable.



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The Contractor shall identify the Certified Asbestos Consultant(s)
Name: License No.:
The Contractor shall identify the Asbestos Removal Professional(s)
Name: License No.:
Receiving Disposal Facility approved by CM:

### 3.3 Air Monitoring Protocols for Fugitive Dust Control

The Contractor shall provide water or an approved dust palliative, or both, to prevent a dust nuisance at the site. Refer to SCAQMD Rule 403 – Fugitive Dust for more details. Dust resulting from performance of the work shall be controlled at all times in a manner that does not generate runoff. Contractor shall perform appropriate Dust Control Methods which include the following:

- **Control 1-** Water or an approved dust palliative, or both, shall be used to prevent dust nuisance at each site. Each area of ash and debris to be removed shall be pre-watered with a fine spray nozzle, 48 to 72 hours in advance of the removal.
- **Control 2-** All loads shall be covered with a tarp; this includes metal debris. Ash and debris loads shall be fully encapsulated with 10-millimeter plastic ("burrito wrap" method). Concrete loads are exempt from a tarp provided the loads are wetted prior to leaving. If concrete loads generate dust, then the loads shall be wetted and covered.
- **Control 3-** All waste material that is not unloaded at the end of each workday shall be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.
- **Control 4-** All visibly dry disturbed soil surface areas of operation shall be watered to minimize dust emissions during performance of work.
- **Control 5-** Speeds shall be reduced when driving on unpaved roadways.
- **Control 6-** Procedures shall be implemented to prevent or minimize dirt, soil, or ash contaminating roadways, neighboring parcels, or creating an airborne health hazard.

For additional guidelines, see Rule 403 – Fugitive Dust "Best Available Control Measures".

<https://www.aqmd.gov/docs/default-source/rule-book/rule-iv/rule-403.pdf?sfvrsn=4>



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#### **4.0 Debris Removal and Disposal / Recycling**

The Contractor shall remove ash and debris, metals, and concrete from the site and dispose of properly. Metals and concrete shall be recycled, if possible. Appliances and vehicles shall be handled properly to meet the requirements of metals recycling facilities. Vehicle Identification Numbers shall be documented, if possible. All waste shall be disposed of at a location approved by the CM. The Contractor shall identify all facilities where debris will be disposed and shall provide weight tickets from facilities receiving fire debris and wastes once complete.

4.1 The Contractor shall dispose of ash and fire debris at the Calabasas Landfill unless otherwise directed or approved by the CM:

**Calabasas Landfill  
5300 Lost Hills Road,  
Calabasas, CA, 91302**

4.2 Receiving disposal or recycling locations for metals approved by the CM (including vehicles and appliances):

4.3 Receiving disposal or recycling location of concrete, brick and masonry approved by the CM:

#### **5.0 Soil Grading and Erosion Control**

##### **5.1 Description of Grading**

The Contractor shall remove 6 inches of soil from the impacted area and ash footprint. The Contractor shall notify the CM and obtain grading permits (when needed) from Los Angeles County Public Works, Building and Safety Division prior to beginning any grading activities.

##### **5.2 Description of Erosion Controls**

The Contractor shall implement erosion control using hydraulic mulch, fiber logs/straw waddles, and silt control fences over the disturbed portions of the site to prevent ash, soil, and other pollutants from washing into roads, drainage courses, culverts, or neighboring properties.

##### **6.0 Soil Sampling**

The Contractor shall coordinate Soil Sample Collection and analysis of representative soil samples to determine compliance with State and Federal clean up goals. All confirmation samples shall be collected from a depth of 0-3 inches, after debris is removed, in accordance with the EPA



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Science and Ecosystem Division (SESD) Field Branches Quality System and Technical Procedures Soil Sampling (SESDPROC-300-R2). Samples shall be shipped to a laboratory approved by the CM for analysis for Title 22 Metals for Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cobalt, Copper, Lead, Molybdenum, Nickel, Selenium, Silver, Thallium, Vanadium, and Zinc by EPA Method 6020, and Mercury by EPA Method 7471A.

The total number of samples to be collected shall be based on estimated square footage of ash footprint:

Estimated Square Footage of Ash Footprint (Decision Unit)	Number of 5-Point Aliquots (Composite Sampling)
0-100 square feet	1
101-1,000 square feet	2
1,001-1,500 square feet	3
1,501-2,000 square feet	4
2,001-5,000 square feet	5
>5,000 square feet	Must consult with local Environmental Health officials

### 6.1 Confirmation of Sampling

Initial Screening Criteria and protocols have been established in consultation with CalRecycle for soil confirmation sampling after completion of visible cleanup of properties. These are initial health screening criteria in the absence of background data. Screening levels listed below may be raised (more lenient) should ambient concentrations of metals be found to be prevalent in background data sets. Testing of metals shall be performed by EPA Lab Method 6020, with the exception of Mercury by EPA Method 7471A. A field technician employed by the Laboratory shall collect soil samples from a depth of 6 inches for confirmation sampling and compare results to clean-up goals. The Contractor shall **attach a sketch showing the ash footprint soil sample locations**.

<b>Soil Consultant Collecting Samples</b>
Name: License No.:
<b>State-certified Laboratory</b>
Name: Phone:





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Upon completion of soil sampling, the Contractor shall notify the CM and transmit the results of the Soil Test results to the Los Angeles County Department of Public Health ([tox@ph.lacounty.gov](mailto:tox@ph.lacounty.gov) cc: [woolseyfire@dpw.lacounty.gov](mailto:woolseyfire@dpw.lacounty.gov)) for approval of confirmation testing. As instructed by the CM, the Contractor shall remove additional soil in increments of 0-3 inches where soil samples fail to meet the Initial Health Screening Criteria for Soil in that they exceed the standards identified in the table below. The Contractor shall include the soil confirmation approval letter from the Los Angeles County Department of Public Health with a completed Property Clean-up Completion Certification and Final Report.

Initial Health Screening Criteria for Soil		
Analyte	Health Screening Level mg/Kg	Cleanup Level
Antimony	30	Health Screen
Arsenic	0.07	Background
Barium	5,200	Health Screen
Beryllium	15	Health Screen
Cadmium	1.7	Health Screen
Chromium	36,000	Health Screen
Cobalt	23	Background and Health Screen
Copper	3,000	Health Screen
Lead	80	Background and Health Screen
Mercury	5.1	Health Screen
Molybdenum	380	Health Screen
Nickel	490	Health Screen
Selenium	380	Health Screen
Silver	380	Health Screen
Thallium	5	Health Screen
Vanadium	390	Health Screen
Zinc	23,000	Health Screen

## 7.0 Attachments (Vicinity Map, Plan Maps, Photographs, Drawings, Laboratory Test Results, Etc.)

### Final Report

After implementation of the approved work plan, the Contractor shall submit a Property Clean-up Completion Certification and Final Report to Los Angeles County Public Works.