

GAIL FARBER, 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

January 11, 2016

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

IN REPLY PLEASE REFER TO FILE: AE-3

NOTICE OF INVITATION FOR BIDS FOR AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES – WEST AREA (2016 – AN003)

PLEASE TAKE NOTICE that Public Works requests Bid Submissions for a contract for As-Needed Channel Right-of-Way Clearing Services – West Area (2016-AN003). This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and four potential additional 1-year option renewals. The total annual contract amount of these services is estimated to be \$630,000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting Bids may be requested from Ms. Janet Lee at (626) 458-7167, jalee@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

There are no mandatory conference and walk-through for this solicitation; however, it is the Bidders' sole responsibility to do their due diligence and to contact the Contract Manager (CM) to arrange a site visit and familiarize themselves with each site location and its requirements before submitting their bid. Bidders must coordinate with the CM prior to visiting the site. Arranging the date and time of the site visits will be at the CM's sole discretion. The CM's name and contact information can be found in Exhibit A.1, Scope of Work. All site visits should be carried out prior to the established Bid Submission deadline. The Bid Submission due date will not be extended to allow extra time to conduct the site visits.

All interested firms that are included in the Qualified Contractor List resulted from Request for Statement of Qualifications for As-Needed Channel Clearing Services (2015-SQAN007) are invited to submit a Bid provided that they meet the Minimum Requirements identified in this Invitation for Bids.

Minimum Requirements: At the time of Bid submission, Bidders must meet all minimum requirements set forth in the IFB document including, but not limited to:

Subcontractors are not allowed for this service except for the use of services of an arborist and/or a horticulturist.

1. Bidder must have a minimum of three years of experience providing landscaping services similar to the service being solicited.

- 2. Bidder must demonstrate that they will provide a minimum of five crews to provide the landscaping services. Each crew must consist of a minimum of six personnel, including an on-site working supervisor and five laborers. Bidder's on-site working supervisors on each of the five crews must have a minimum of three years of experience supervising landscaping services similar to the service being solicited.
- 3. Bidder must provide a minimum of two truck drivers or designate a minimum of two truck drivers within the five crews with an active and valid commercial drivers' license.
- 4. Bidder must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license.
- 5. Bidder and/or its subcontractor employee(s) must submit a copy of a valid and active arborist and/or horticulturist certification.
- 6. Bidder must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH). Proposers who do not possess the permits at the proposal deadline date may submit other forms of verification including, but not limited to, a copy of DPH's invoice to Proposer for permit fees along with a copy of proof of payment such as a cashier's check, money order, or cancelled check (transpired beyond five days).
- Bidder and its subcontractor must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

A. Bid Submission Requirements:

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

- 1. Completed and signed all appropriate forms listed in this IFB, Part I, Forms.
- 2. Proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.

The deadline to submit Bid Submission is <u>Monday, January 25, 2016, at 5:30 p.m.</u> Please direct your questions to Ms. Lee at the number listed on the first page. Bids must be submitted to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Bidder and this IFB. Bids are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

The deadline to submit written questions for a response is <u>Thursday, January 14, 2016,</u> <u>at 5:30 p.m.</u> All Bidders on the Qualified Contractor List will be given a copy of all questions and answers for their information via e-mail only.

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

County of Los Angeles Department of Public Works Architectural Engineering Division – 8th Floor Attention: Ms. Janet Lee P.O. Box 1460 Alhambra, California 91802-1460

E-mail: jalee@dpw.lacounty.gov Telephone: (626) 458-7167

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

All interested firms that are included in the Qualified Contractor List are invited to submit a Bid provided that they meet the Minimum Requirements identified in this Invitation for Bids.

B. Bid Selection:

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

Proposed Price (100 points)

The proposed price should accurately reflect the Bidder's cost of providing the required products and services and any profit expected during the contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the Transitional Job Opportunities Preference, the Local Small Business Preference, or the Disabled Veteran Business Enterprise Preference, as applicable.

- <u>Transitional Job Opportunities Preference</u>. To the extent permitted by State and Federal law, should one or more of the Bidders qualify for the Transitional Job Opportunities Preference (Form PW-13), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, and that amount will be deducted from the prices submitted by all Bidders who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change the Bidder's payment, which will be based on the Bidder's Bid amount.
- <u>Local Small Business Enterprise (SBE) Preference</u>. To the extent permitted by State and Federal law, should one or more of the Bidders qualify for the Local SBE Preference (Form PW-9), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Bidders who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change the Bidder's payment, which is based on the Bidder's Bid amount.
- Disabled Veteran Business Enterprise (DVBE) Preference Program. To the extent permitted by State and Federal law, should one or more of the Bidders qualify for the Disabled Veteran Business Enterprise (DVBE) Preference (Form PW-18), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all DVBE Bidders who requested and were granted the DVBE Preference. The DVBE Preference will not reduce or change the Bidder's payment, which is based on the Bidder's Bid amount.

Subject to such adjustment(s), the lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of this evaluated item. Other Bids will receive a prorated score calculated as follows: divide the

lowest Total Proposed Annual Price by each other Bidder's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The Bid with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

C. Invitation for Bids

The definitions and other rules of interpretation set forth in requests statement of qualifications (SOQ) for the contract for As-Needed Channel Clearing Services (2015-SQAN007), also apply to interpretation of this IFB.

Follow-us on Twitter:

We encourage you to follow-us on Twitter <u>@LACoBuildings</u> and <u>@LAPublicWorks</u> 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) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference AE-3.

Very truly yours,

GAIL FARBER Director of Public Works

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GARY HILDÉBRAND Deputy Director

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COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS

FOR

AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES – WEST AREA (2016-AN003)



January / Approved ,2016 Gail Farber **Director of Public Works**

uldu By:

Deputy Director

INVITATION FOR BIDS

FOR

AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES – WEST AREA (2016-AN003)

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- PW-20.1 (Supplemental) Bidder's Compliance with the Minimum Requirements of the Invitation for Bids (IFB)

<u>SUBCONTRACTORS' FORMS</u> – Please complete these forms if you plan to subcontract the service of an arborist and/or horticulturist

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
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PART II

SAMPLE AGREEMENT FOR AS-NEEDED CHANNEL CLEARING SERVICES – WEST AREA (2016-AN003)

EXHIBITS

- A.1 Scope of Work replaced with Exhibit A, SOW.
- B-E Intentionally Omitted [Please refer to RFSQ for As-Needed Channel Clearing Services (2015-SQAN007)]
- F.1 Performance Requirements Summary (Supplemental) [Replaces with Exhibit F, PRS, which was included in RFSQ for As-Needed Channel Clearing Services (2015-SQAN007)]
- G-K Intentionally Omitted [Please refer to RFSQ for As-Needed Channel Clearing Services (2015-SQAN007)]
- L-M Intentionally Deleted (For the Channel Right-of-Way Clearing Services Work Description and Requirements, Please refer to this IFB, Exhibit A.1, SOW)
- N Maps of Channels for the Flood Control Facilities in the West Area

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FOR

AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING — WEST AREA (2016-AN003)

The undersigned Bidder offers to bid the work described in the Information for Bid (IFB) for the following price(s). The rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. Public Works will reimburse all dumping fees upon the receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site. Transportation costs to and from the landfill sites shall be included in the Bidder's Total Proposed Price as listed in Form PW-2, Schedule of Prices.

ITEM NO.	DESCRIPTION	TOTAL LINEAR FEET (LF)	UNIT PRICE PER LF	PRICE (TOTAL LF X UNIT PRICE)
1	KELVIN CHANNEL	4,555	\$	\$
2	CHATSWORTH CREEK	2,027	\$	\$
3	DAYTON CREEK	11,283	\$	\$
4	BELL CREEK (MTD 963)	1,365	\$	\$
5	BELL CREEK	16,917	\$	\$
6	BELL CREEK SOUTH FORK	7,857	\$	\$
7	BELL CREEK SOUTH BRANCH	3,299	\$	\$
8	UPPER L.A. RIVER	29,025	\$	\$
9	DRY CANYON CHANNEL (CALABASAS)	3,612	\$	\$
10	CALABASAS CREEK	16,602	\$	\$
11	CABALLERO CREEK	13,102	\$	\$
12	SANTA SUSANA CREEK	19,882	\$	\$
13	BROWNS CREEK	21,560	\$	\$
14	WILBUR CREEK	7,865	\$	\$
15	ALISO CREEK	33,933	\$	\$
16	LIMEKILN CREEK	14,125	\$	\$
17	BULL CREEK NO. 1	2,072	\$	\$
18	BULL CREEK NO. 2	33,770	\$	\$

ITEM NO.	DESCRIPTION	TOTAL LINEAR FEET (LF)	UNIT PRICE PER LF	PRICE (TOTAL LF X UNIT PRICE)
19.	MEDEA CREEK CHANNEL	3,208	\$	\$
20.	BULL CREEK - GRANADA CHANNEL	2,200	\$	\$
21.	TRIUNFO CREEK CHANNEL	5,995	\$	\$
22.	TUJUNGA WASH CENTRAL BRANCH	19,883	\$	\$
23.	LOWER L.A. RIVER	37,507	\$	\$
24.	BURBANK WESTERN SYSTEM	26,863	\$	\$
25.	LOPEZ CANYON CHANNEL	8,027	\$	\$
26.	TUJUNGA WASH	51,011	\$	\$
27.	PACOIMA DIVERSION	15,964	\$	\$
28.	PACOIMA WASH NO. 1	17, 969	\$	\$
29.	PACOIMA WASH NO. 2	14,462	\$	\$
30.	EAST CANYON CHANNEL	11,946	\$	\$
31.	WILSON CANYON CHANNEL	7,845	\$	\$
32.	STETSON CANYON CHANNEL	3,777	\$	\$
33.	PROJECT 107	7,461	\$	\$
34.	GOULD CANYON CHANNEL	4,501	\$	\$
35.	PARADISE CANYON CHANNEL	1,704	\$	\$
36.	FLINT CANYON CHANNEL	2,033	\$	\$
37.	HAY CANYON CHANNEL	8,580	\$	\$
38.	WINERY CANYON CHANNEL	7,605	\$	\$
39.	SNOVER CANYON CHANNEL	1,897	\$	\$
40.	WEBBER CANYON CHANNEL	1,023	\$	\$
41.	HALLS CANYON CHANNEL	7,747	\$	\$
42.	QUAIL CREEK	3,115	\$	\$
43.	PICKENS CANYON CHANNEL	6,252	\$	\$
44.	COOKS CANYON CHANNEL	4,690	\$	\$
45.	SHIELDS CANYON CHANNEL	2,405	\$	\$
46.	DUNSMUIR CANYON CHANNEL	9,162	\$	\$
47.	CLOUD CREEK	935	\$	\$
48.	EAGLE CANYON CHANNEL NO. 1	4,243	\$	\$

ITEM NO.	DESCRIPTION	TOTAL LINEAR FEET (LF)	UNIT PRICE PER LF	PRICE (TOTAL LF X UNIT PRICE)
49.	EAGLE CANYON CHANNEL NO. 2	7,688	\$	\$
50.	BLANCHARD CANYON CHANNEL	3,943	\$	\$
51.	HAINES CANYON CHANNEL	9,896	\$	\$
52.	BURBANK WESTERN SYSTEM (LA TUNA)	13,695	\$	\$
53.	BURBANK WESTERN SYSTEM (HANSEN HEIGHTS)	8,604	\$	\$
54.	VERDUGO WASH NO. 1	16,080	\$	\$
55.	OAK CREEK	1,726	\$	\$
56.	VERDUGO WASH NO. 2	28,905	\$	\$
57.	PRIVATE DRAIN (PD) 2262	4,093	\$	\$
58.	PD 2441	2,113	\$	\$
59.	CROCKER CHANNEL (PD 1089)	1,060	\$	\$
60.	RYE CANYON CHANNEL	6,892	\$	\$
61.	PICO CANYON CHANNEL	8,712	\$	\$
62.	SANTA CLARA RIVER SOUTH FORK	11,360	\$	\$
63.	NEWHALL CREEK	4,999	\$	\$
64.	PD 1869	2,365	\$	\$
65.	CONSOLIDATED DRAIN ROAD (CDR) 523.071D	1,339	\$	\$
66.	PORETTA CHANNEL	5,895	\$	\$
67.	WHITES CANYON CHANNEL	5,552	\$	\$
68.	MINT CANYON CHANNEL	1,611	\$	\$
69.	PD 832 (CORDOVA MOBILE HOME PARK)	3,548	\$	\$
70.	PD 1621	1,323	\$	\$
71.	PD 911 and 771	5,502	\$	\$
72.	SANTA CLARA RIVER	4,710	\$	\$
73.	PLUM CANYON CHANNEL	3,964	\$	\$
74.	BOUQUET CANYON CHANNEL	20,416	\$	\$
75.	HASKELL CANYON CHANNEL	5,518	\$	\$
76.	DRY CANYON CHANNEL (SANTA CLARITA)	17,104	\$	\$
77.	PROJECT 1224	9,471	\$	\$
78.	VIOLIN CANYON CHANNEL	7,984	\$	\$

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FORM PW-2

ITEM NO.	DESCRIPTION	TOTAL LINEAR FEET (LF)	UNIT PRICE PER LF	PRICE (TOTAL LF X UNIT PRICE)
79.	PD 1821	535	\$	\$
80.	PD 1982	1,559	\$	\$
81.	UPPER HASLEY CANYON CHANNEL	2,347	\$	\$
82.	Pickens Canyon Channel	1,730	\$	\$
83.	Sycamore Canyon Channel	1,420	\$	\$
84.	Golf Club Debris Basin	500	\$	\$

SUBTOTAL PROPOSED PRICE FOR ITEM NOS. 1-84 \$_____

ITEM NO.	DESCRIPTION	TOTAL ESTIMATED HOURS	CREW PRICE PER HR	PRICE (TOTAL ESTIMATED HOURS X CREW PRICE)
85.	AS-NEEDED SERVICE — HOURLY RATE FOR A MINIMUM OF FOUR PERSON CREW (Crew consisting of a working supervisor and minimum of three laborers). As-Needed removal of vegetation, trash, tree trimming/removal, debris and brush from various flood control facilities. (Only to be performed with Public Works' approval)	100	\$	\$

SUBTOTAL PROPOSED PRICE FOR ITEM NOS. 85 \$

TOTAL PROPOSED ANNUAL PRICE \$

(FOR ITEM NOS. 1-84 PLUS NO. 85)

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE	LICENSE TYPE
	NUMBER	
PROPOSER'S ADDRESS	1	
PHONE	FACSIMLE	E-MAIL
		Transfer and

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FORM PW-9.1 (Supplemental)

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

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

	FIRM NAME:						
	My County (WebVen) Vendor Numbe	er:					
	LOCAL SMALL BUSINESS ENTERP	RISE PREFE	RENCE PRO	GRAM:			
	As Local SBE, certified by the C be considered for the Local SBI			rnal Services	Department, I	request this	proposal/bid
	Attached is a copy of Local SBE certifica	tion issued by th	e County.				
1.	FIRM/ORGANIZATION INFORMATION: The i						
	award, contractor/vendor will be selected witho	ut regard to race	ethnicity, color,	religion, sex, na	ational origin, age,	sexual orientat	ion, or disability.
	Business Structure: Sole Proprietors	ship 🗖 Partne	ership	Corporation	Nonprofit	G Franchise	
	Other (Please Specify):						
	Total Number of Employees (including own	ers):					
	Race/Ethnic Composition of Firm. Please	distribute the abo	ove total number	of individuals ir	to the following ca	tegories:	
	Race/Ethnic Composition	Owners/ Associate		Mana	agers	Si	aff
		Male	Female	Male	Female	Male	Female
	Black/African American						
	Hispanic/Latino						
	Asian or Pacific Islander						
	American Indian					······································	
	Filipino						
	White						

III. <u>PERCENTAGE OF OWNERSHIP IN FIRM</u>: Please indicate by percentage (%) how <u>ownership</u> of the firm is distributed.

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

□ I am <u>not</u> requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- □ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (attach IRS Determination Letter);
- I have submitted my three most recent annual tax returns with my application;
- □ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- □ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DBVE) PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DBVE 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 Disabled Veteran Business Certification and Resources Website at <u>http://www.pd.dgs.ca.gov</u>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74, and is also available on the Veterans Affairs Website at: <u>http://www.vetbiz.gov</u>.

- I AM NOT a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- I AM certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm:	County Webven No.
Print Authorized Name:	Title:
Authorized Signature:	Date:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

BIDDER MUST CHECK A BOX IN EVERY SECTION

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

Completing this form by itself without including a detailed narrative/resume in your Bid Submission to support the minimum mandatory requirements of this IFB, any inconsistencies or inaccuracy in the information provided on this form, and/or your Bid Submission, may subject your Bid Submission to disqualification or other actions, at the sole discretion of the County.

At the time of Bid Submission, Bidder must meet the following minimum requirements:

Subcontractors are not allowed for this service except for the use of services of an arborist and/or a horticulturist.

1. Bidder must have a minimum of three years of experience providing landscaping services similar to the service being solicited.

Yes. Bidder does meet the experience requirement stated above. Please complete chart below.

Bidder's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience Please provide a detailed narrative of Bidder's experience in your response to Invitation for Bids to validate this minimum mandatory requirement.
		-

No. Bidder does not meet the experience requirement stated above.

- 2. Bidder must demonstrate that they will provide a minimum of five crews to provide the landscaping services. Each crew must consist of a minimum of six personnel including an on-site working supervisor and five laborers. Bidder's on-site working supervisors on each of the four crews must have a minimum of three years of experience supervising landscaping services similar to the service being solicited.

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Yes. Bidder has demonstrated that they will provide a minimum of five crews (each crew must consist of a minimum of six personnel including an on-site working supervisor and five laborers). Please complete chart below.

Names of Bidder's on-site working supervisors and crews assigned to this contract

	Crew #1	Crew # 2	Crew # 3	Crew # 4	Crew # 5
On-site Working Supervisor's Name					
Laborer #1 Name					
Laborer #2 Name					
Laborer #3 Name					
Laborer #4 Name					
Laborer #5 Name					

No. Bidder does not meet the minimum crew requirement as stated above.

Yes. Bidder's on-site working supervisors do meet the experience requirement stated above.

Bidder's on-site working supervisors assigned to this contract

Number of Crews (minimum of 5 crews)	Bidder's on-site working supervisors' name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Supervising Experience Please provide a detailed narrative of Bidder's on-site working supervisors' supervising experience in your response to Invitation for Bids to validate this minimum mandatory requirement.
Crew #1			
Crew #2			- -
Crew # 3			
Crew # 4			
Crew # 5			

No. Bidder's on-site working supervisors <u>do not</u> meet the experience requirement stated above.

- 3. Bidder must provide a minimum of two truck drivers or designate a minimum of two truck drivers within the four crews with a valid State of California Department of Motor Vehicles Class A or B commercial drivers' license, as well as any other required licenses or endorsements required by Federal, State, and local regulations.
 - Yes. Bidder does meet the license requirement stated above. Please complete chart below.

Employee Name	Class of Driver's License



No. Bidder does not have the license as stated above.

4. Bidder must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping contractor) license.

Yes. Bidder does meet the license requirement stated above. Please complete chart below.

C-27 License No.	Name of License Holder	Valid/Active Dates

No. Bidder does not have the licenses as stated above.

5. Bidder and/or its Subcontractor employee(s) must submit a copy of a valid and active arborist and/or horticulturist certification.

 \Box

Yes. Bidder and/or its Subcontractor does meet the certification requirement stated above. Please complete chart below.

Employee Name	Subcontractor Yes / No	Type of Certification

No. Bidder and/or its Subcontractor <u>does not</u> meet the certification requirement as stated above.

- 6. Bidder must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health. Bidders who do not possess the permit at the proposal deadline date may submit other forms of verification including, but not limited to, a copy of the DPH's invoice to bidder for permit fees along with a copy of proof of payment such as a cashier check, money order, or cancelled check (showing payment to DPH at least five days prior to the proposal submission).
 - Yes. Bidder has submitted a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health.

Permit No.	Name of the Permit Holder	Valid Dates

Bidder does not currently have valid and active Waste Collector Permit, however, Bidder has submitted other forms to show that the permit has been applied for including, but not limited to, a copy of the DPH's invoice to Bidder for permit fees along with a copy of proof of payment such as a cashier check, money order, or cancelled check (showing payment to DPH at least five days prior to the proposal submission).

DPH Invoice No. and Date:_____

Proof of Payment (circle one): Cashier Check / Money Order / Cancelled Check* / Other:______ * showing payment to DPH at least five days prior to the proposal submission

No. Bidder <u>does not</u> have the permit as stated above.

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

Yes, Bidder and its Subcontractor have submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates

No, Bidder and its Subcontractor have NOT submitted proof of a valid and active State of California Department of Industrial relations Public Works Contractor Registration.

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

Signature	Title
Firm Name	Date

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

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

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

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

PROPOSED CONTRACT FOR: CONTRACTOR: SERVICE BY PROPOSER: CONTRACT FOR: CONTRACT FOR: CONTRACT FOR: CONTRACTOR: CONTRACTOR: CONTRACTOR: CONTRACTOR: CONTRACTOR: CONTRACT FOR CON	TOR'S INDUSTRIAL SAFETY RECORD	RIAL SAF	ETY RECO	DRD			
clude all work undertaken in the State d in as a principal or owner for the last mitted for each particular partnership, j which the proposer would like taker ing any and all fatalities.	fornia by the llendar years nture, corpors consideration	proposer an and the curr ate, or indivi in evaluati	d any partne ent calendar dual propose ng the safet	rship, joint w year prior to r. The propo y record. /	enture, or cor o the date of p oser may atta An explanatic	poration that proposal sub ch any additi n must be	of California by the proposer and any partnership, joint venture, or corporation that any principal of five calendar years and the current calendar year prior to the date of proposal submittal. Separate oint venture, corporate, or individual proposer. The proposer may attach any additional information in the consideration in evaluating the safety record. An explanation must be attached to the
5 CALENDAR	NDAR YEARS PRIOR TO CURRENT YEAR	<u>IR TO CURI</u>	RENT YEAR				
	2010	2011	2012	2013	2014	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							
The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.	le to me at thi	is time, and	l declare und	ler penalty of	perjury that t	he informatic	on is true and

Signature Name of Proposer or Authorized Agent (print)

CONFLICT OF INTEREST CERTIFICATION

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

of

Ι,

Name of proposer

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

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

- 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
- 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, 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 of its service specifications; and
- 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed _____

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.

crimination in	The proposer has a written policy statement prohibiting any discrimination in	1.
D NO	all phases of employment.	
on analysis of DYES	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	2.
practices are D YES	The proposer has a system for determining if its employment practices are	ર
	discriminatory against protected groups.	0.
the proposer	Where problem areas are identified in employment practices, the proposer	
to include 🛛 YES	has a system for taking reasonable corrective action to include	4.
	establishment of goals and timetables.	
the proposer to include	discriminatory against protected groups. Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include	3. 4.

Proposer	
Authorized representative	
Signature	Date

LIST OF SUBCONTRACTORS

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

County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

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

	FIRM NAME:						
	My County (WebVen) Vendor Numbe	er:					
Ι.	LOCAL SMALL BUSINESS ENTERP	RISE PREFE	RENCE PRO	GRAM:			
	As Local SBE, certified by the C be considered for the Local S			rnal Services	Department, I	request this	proposal/bid
	Attached is a copy of Local SB	E certification	issued by the	County.			
II.	FIRM/ORGANIZATION INFORMATION: The i award, contractor/vendor will be selected witho						
	Business Structure: Sole Proprietor	ship 🗖 Partn	ership		Nonprofit	Franchise	
	Other (Please Specify):		JL		1		
	Total Number of Employees (including owr	ners):					
	Race/Ethnic Composition of Firm. Please	distribute the abo	ove total number	of individuals ir	nto the following ca	itegories:	
	Race/Ethnic Composition		Partners/ Partners	Man	agers	S	taff
		Male	Female	Male	Female	Male	Female
	Black/African American						
	Hispanic/Latino						
	Asian or Pacific Islander						
	American Indian						

	Filipino						

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
· · ·					

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

Authorized Signature:	Title:	Date:

GAIN and GROW EMPLOYMENT COMMITMENT

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: <u>GAINGROW@dpss.lacounty.gov</u>.

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

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

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

_____YES (subject to verification by County) _____NO

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

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Signature	Title
Firm Name	Date

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION	YES	S NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.) ()
OR	YES	NO
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.) ()
Signature Date		
Name and Title (please type or print)		





BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES WEST AREA (2016-AN003)

TABLE OF CONTENTS

AGREEMENT FOR AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES – WEST AREA (2016-AN003)

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EXHIBIT A.1	Scope of Work	A.1-29
EXHIBIT B-E	Intentionally Omitted [Please refer to RFSQ for As-Needed Channel Clearing Services (2015-SQAN007)]	
EXHIBIT F.1	Performance Requirements Summary (Supplemental) replaced with Exhibit F, PRS	
EXHIBIT G-K.	Intentionally Omitted [Please refer to RFSQ for As-Needed Channel Clearing Services (2015-SQAN007)]	
EXHIBIT L-M	Intentionally Deleted (For the Channel Right-of-Way Clearing Services Work Description and Requirements, Please refer to this IFB, Exhibit A.1, SOW)	
EXHIBIT N	Maps of Channels for the Flood Control Facilities in the West Area	

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SAMPLE AGREEMENT FOR

<u>AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES – WEST AREA</u> (2016-AN003)

THIS AGREEMENT, made and entered into this _____ day of ______, 2016, 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] (hereinafter referred to as CONTRACTOR).

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on ______, 2016, hereby agrees to provide services as described in this Contract for As-Needed Channel Right-of-Way Clearing Services – West Area (2016-AN003).

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1 (Supplemental), Performance Requirements Summary; Exhibit G, Typical Channel Drawing; Exhibit H, Vehicle and Walk Access Drawing; Exhibit I, Channel Right-of-Way Clearing Report; Exhibit J, Waste Discharge Requirements; Exhibit K, Bid Submission Instructions; Exhibit L and Exhibit M were intentionally deleted, Exhibit N, Maps of Channels for the Flood Control Facilities in the West Area; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request of Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: 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).

<u>FOURTH</u>: This Contract's initial term shall be for a period of one year commencing on June 1, 2016, or execution between both parties, whichever occurs last. The County shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 66 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

<u>SEVENTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH</u>: 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.

<u>NINTH</u>: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the

effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of 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 cost-of-living adjustment will be granted.

<u>ELEVENTH</u>: 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 N, inclusive, the COUNTY'S provisions shall control and be binding.

<u>TWELFTH</u>: 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.

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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:

RICHARD D. WEISS Acting County Counsel

Ву_____

Deputy

INTERNATIONAL ENVIRONMENTAL CORPORATION

Ву _____

Its President

Type or Print Name

By _____ Its Secretary

Type or Print Name

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EXHIBIT A.1

SCOPE OF WORK AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES — WEST AREA (2014 - AN026)

A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Ms. Wicky Yueng of Flood Maintenance Division, who may be contacted at (626) 458-4152, e-mail address: <u>wyueng@dpw.lacounty.gov</u>, Monday through Thursday, 7 a.m. to 5 p.m. The CM may designate several Public Works Representatives (PWR) to request work from the Contractor. The CM and the PWR are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM and/or PWR. The Contractor will be notified in writing when there is a change in CM and/or PWR.

B. Work Locations

The following is a description of each facility included in this Contract (Both left bank and right bank). A Typical Channel Clearing Drawing is shown on Exhibit G.

- 1. **Kelvin Channel -** Clearing of channel right of way starting at Clark Street and De Soto Avenue. Channel crosses De Soto Avenue at Burbank Boulevard. Right of way work picks up at Serrania Avenue downstream to Oxnard Street and goes underground again to Victory Boulevard. Clear right bank only after Victory Boulevard to Vanowen Street No. 31589 (Thomas Guide [TG] 560 C4 - 530 C6).
- **2. Chatsworth Creek -** Clearing of channel right of way from Roscoe downstream to Strathern (TG 529 G2-3).
- **3. Dayton Creek -** Clearing of channel right of way from Valley Circle and continues downstream Strathern Street and ending at Bell Creek (TG 529 E2-H5).
- 4. Bell Creek (Miscellaneous Transfer Drain [MTD] 963) Clearing of channel right of way along Bell Creek from main channel inlet at Woodglade to Bell Creek Debris Basin (TG529 D5).
- 5. Bell Creek Clearing of channel right of way along Bell Creek Debris Basin to Los Angeles River (TG 529 D5 529 H5).

- 6. Bell Creek South Fork Clearing of channel right of way along Bell Creek from Calvert Street upstream to Bell Creek (TG 529 D7 - 529 F5).
- Bell Creek South Branch Clearing of channel right of way along Bell Creek from Haynes Street upstream to Bell Creek (TG 529 G6 - 529 G5).
- 8. Upper Los Angeles River Clearing of channel right of way along Upper Los Angeles. River from Owensmouth to Orange Line Bridge (TG 530 A6; 531 C7).
- 9. Dry Canyon Channel (Calabasas) Clearing of channel right of way from upstream of San Luis behind shopping center (TG 559 G4). Ends downstream of Ventura Boulevard where it connects to Calabasas Channel (TG 559 F3).
- **10. Calabasas Creek** Clearing of channel right of way Valley Circle Boulevard to confluence of Los Angeles River (TG 559 F3 530 A5).
- **11. Caballero Creek -** Clearing of channel right of way along Caballero Creek from main channel inlet to Los Angeles River (TG 560 J5; 531 A7).
- 12. Santa Susana Creek Clearing of channel right of way along Santa Susana Creek from 2000 feet upstream of Tulsa Street to Browns Creek (TG 499 J2; 530 B1).
- **13. Browns Creek -** Clearing of channel right of way along Browns Creek from Lassen Street to the Los Angeles River (TG 500 A5; 530 D6).
- **14. Wilbur Creek -** Clearing of channel right of way from Chatsworth Street downstream to Aliso Creek confluence (TG 529 E3-G3).
- **15. Aliso Creek -** Clearing of channel right of way along Aliso Creek from Aliso Debris Basin, upstream of San Fernando Mission Road, to the Los Angeles River (TG 501 Al; 530 H6) (**including Wilbur Debris Retaining Inlet).
- 16. Limekiln Creek Clearing of channel right of way from downstream Devonshire Street, right and left banks and invert, to downstream Nordhoff Place, to the confluence upstream Corbin Avenue. Downstream Corbin Avenue on the left bank only to downstream Tampa Avenue to the confluence of Aliso Creek upstream of Parthenia Street. All overgrowth hanging down into the channel on the right bank downstream

Corbin Avenue to the confluence of Aliso Channel will need to be cleared from the bottom of the invert channel. The right bank on the right of way on Limekiln Channel along the railroad tracks is performed by Pacific Railroad and Metrolink (TG 500 F4 - E7).

- **17. Bull Creek No. 1 -** Clearing of channel right of way along Bull Creek Reservoir Branch from Simonds Street upstream to Stilling Basin (TG 501 E1 F1).
- **18. Bull Creek No. 2 -** Clearing of channel right of way along Bull Creek from Rinaldi Street to Victory Boulevard (TG 501 El; 531 D6).
- **19. Medea Creek Channel -** Clearing of channel right of way from upstream of Thousand Oaks Boulevard right and left banks. Ends at Agoura Road (TG 558 A6).
- 20. Bull Creek-Granada Channel Clearing of channel right of way (Bond Issue [BI] 5216) 289.47 feet upstream Lassen Street from Septo Street to downstream Superior Street to the confluence of Bull Creek Channel (TG 501 D4 - E5).
- **21. Triunfo Creek Channel -** Clearing of channel right of way from Ventura Freeway downstream left and right banks to Agoura Road. Ends from Agoura Road to Foxfield Drive (by Los Angeles County Fire Station). We only maintain left bank and City takes care or right bank (TG 557 C7).
- 22. Tujunga Wash Central Branch Clearing of channel right of way along Tujunga Wash Central Branch MTDs 30 and 117, Project 462 from Vanowen to Los Angeles River; (TG 532 E2 - 563 A5) left bank. Right bank (Caltrans side) clear only vegetation hanging into channel and along fence line. Clear slope on left bank from Moorpark Street to 101 Freeway.
- 23. Lower Los Angeles River Clearing of channel right of way along Lower Los Angeles River from Sepulveda Boulevard to 1,700 feet downstream of Lankershim Boulevard. (TG 561 H3; 563 B5).
 (Do not trim oleanders on Valleyheart between Hazeltine and Woodman).
- 24. Burbank Western System Clearing of channel right of way along Burbank Western System - Burbank Channel from Roscoe Boulevard to Victory Boulevard (TG 533 B1 - 563 H2).
- 25. Lopez Canyon Channel Clearing of channel right of way along Lopez Canyon Channel from Lopez Debris Basin to Hansen Dam (TG 482 F6,7 502 F,G2).

- **26. Tujunga Wash -** Clearing of channel right of way along Tujunga Wash from downstream of Hansen Dam to Los Angeles River (TG 502 H3; 562 H5).
- 27. Pacoima Diversion Clearing of channel right of way along Pacoima Diversion from Paxton Street to Tujunga Wash (TG 502 A3; 532 D1).
- **28. Pacoima Wash No. 1 -** Clearing of channel right of way along Pacoima Wash (Army Corps) from Lopez Flood Control Basin to Paxton Street (TG 482 E5; 502 A3).
- **29. Pacoima Wash No. 2 -** Clearing of channel right of way along **Pacoima Wash (LACDPW) from Plummer Street downstream to Van Nuys Boulevard (TG 501 J5; 532 A4).
- 30. East Canyon Channel Clearing of channel right of way along East Canyon Channel from Astoria to 255 feet downstream of Sayre Street (TG 481 J5; 481 J6); from 220 feet downstream of San Fernando Road to Maclay Street (TG 501 J1); from 509 feet upstream of Fox Street to Pacoima Wash (TG 502 A2; 502 A3).
- **31. Wilson Canyon Channel -** Clearing of channel right of way along Wilson Canyon Channel from Wilson Debris Basin at Olive View Hospital to Astoria Street (TG 482 A1; 482 A3); from Newton Street to Pacoima Wash (TG 482 D6).
- **32.** Stetson Canyon Channel Clearing of channel right of way along Stetson Canyon Channel from Foothill Boulevard to Roxford Street (TG 481 G1; 481 G3).
- **33. Project 107 -** Clearing of channel right of way from downstream San Fernando Road to Arleta Avenue.
- **34. Gould Canyon Channel -** Clearing of channel right of way along Gould Canyon Channel from Gould Debris Basin to Paradise Canyon Channel (TG 535 C2; 535 D3).
- **35. Paradise Canyon Channel -** Clearing of channel wall fence line along Paradise Canyon Channel from Foothill Boulevard to Flint Canyon Channel (TG 535 D4; 535 D5).
- **36.** Flint Canyon Channel Clearing of channel right of way along Flint Canyon Channel from Woodleigh Lane to the outlet downstream from the confluence of Paradise Canyon Channel (TG 535 C5; 535 D5).

- **37. Hay Canyon Channel -** Clearing of channel right of way along Hay Canyon Channel from Hay Debris Basin, upstream of El Vago, to Flint Canyon Channel (TG 535 Bl; 535 B4).
- **38. Winery Canyon Channel -** Clearing of channel right of way along Winery Canyon Channel from Winery Debris Basin just upstream of Hacienda Drive to 1350 feet downstream of Olive Lane (TG 535 A1; 535 A2); Winery Canyon Channel from Verdugo Road to Descanso Drive (TG 535 A3; 535 A4), and from Encinas downstream to Padres Trail (TG 535 A4).
- **39. Snover Canyon Channel -** Clearing of channel right of way along Snover Canyon Channel from Snover Debris Basin to Webber Canyon Channel (TG 504 H7; 534 J1).
- **40.** Webber Canyon Channel Clearing of channel right of way along Webber Canyon Channel from 568 feet upstream of Los Amigos Street to Snover Canyon Channel (TG 504 J7; 534 J1).
- **41. Halls Canyon Channel -** Clearing of channel right of way along Halls Canyon Channel from Halls Debris Basin at Cross Street to Verdugo Wash (TG 534 J1; 534 G4).
- **42. Quail Creek -** Clearing of channel right of way along Quail Creek from 20 feet downstream Markridge Road to Ward Canyon Channel (TG 504 F5; 504 F6).
- **43. Pickens Canyon Channel -** Clearing of channel right of way along Pickens Canyon Channel from Pickens Debris Basin, upstream of Foothill Boulevard to Verdugo Wash (TG 534 HI; 534 G3).
- **44. Cooks Canyon Channel -** Clearing of channel right of way along Cooks Canyon Channel from Cooks Debris Basin, just upstream of Santa Carlotta to Verdugo Wash (TG 504 D5; 504 C7).
- **45. Shields Canyon Channel -** Clearing of channel right of way along Shields Canyon Channel from upper Shields Debris Basin to Starfall Drive (TG 504 G5); from 337 feet upstream of Markridge Road to Lower Shields Debris Basin (TG 504 F6); from Lower Shields Debris Basin to Eagle Debris Basin (200 feet upstream of La Crescenta Avenue to 1,288 feet downstream La Crescenta Avenue) (TG 504 F4; 504 F5).
- **46. Dunsmuir Canyon Channel -** Clearing of channel right of way along Dunsmuir Canyon Channel from Dunsmuir Debris Basin, just upstream of Markridge Road to Verdugo Wash (TG 504 E5; 534 E1).

- **47. Cloud Creek -** Clearing of channel right of way along Cloud Creek from 30 feet downstream of Markridge Road to Oak Creek (TG 504 F5; 504 F6).
- **48. Eagle Canyon Channel No. 1 -** Clearing of channel right of way along Eagle Canyon Channel from Starfall Debris Basin to Eagle Debris Basin (TG 504 G5; 504 G6).
- **49.** Eagle Canyon Channel No. 2 Clearing of channel right of way along Eagle Canyon Channel from Eagle Debris Basin to Verdugo Wash (TG 504 G6; 534 E2).
- **50. Blanchard Canyon Channel -** Clearing of channel right of way along Blanchard Canyon Channel from Blanchard Debris Basin to Verdugo Wash (934 feet downstream Tujunga Canyon Road) (TG 504 C4; 504 C7).
- **51. Haines Canyon Channel -** Clearing of channel right of way along **Haines Canyon Channel from 60 feet upstream of Plainview Avenue to the Outlet downstream of Wentworth Street (TG 503 J4; 503 F2).
- 52. Burbank Western System (La Tuna) Clearing of channel right of way along Burbank Western System La Tuna Canyon Lateral from Burbank Western System La Tuna Canyon Lateral from La Tuna Debris Basin to Roscoe Boulevard (TG 503 E6; 533 B1).
- **53.** Burbank Western System (Hansen Heights) Clearing of channel right of way along Burbank Western System Hansen Heights Channel from Stonehurst Avenue to Confluence with Burbank Western System La Tuna Canyon Lateral (TG 503 A5; 533 B1).
- **54.** Verdugo Wash No. 1 Clearing of channel wall fence line along Verdugo Wash from Verdugo Debris Basin to 150 feet upstream of San Fernando Road (TG 534 G4; 564 C4).
- **55. Oak Creek -** Clearing of channel right of way along Oak Creek from 50 feet upstream of Markridge Road to Quail Creek (TG 504 F5; 504 F6).
- **56.** Verdugo Wash No. 2 Clearing of channel right of way along Verdugo Wash from 2840 feet upstream of La Tuna Canyon Road to Verdugo Debris Basin (TG 504 C6; 534 G3).
- **57. Private Drain [PD] 2262 -** Clearing of channel right of way along **PD 2262 from upstream Commerce Center at channel inlet to downstream Commerce Center outlet (TG 4459 G6).

- PD 2441 Clearing of channel right of way along **PD 2441 U2 from 693 feet upstream of Murfield (Middleton) Lane to 495 feet downstream of Turnberry (Thorton) Lane (TG 4459 H6).
- **59. Crocker Channel (PD 1089) -** Clearing of channel right of way along Newhall Ranch Road downstream to Rye Canyon Channel confluence (TG 4460 B7).
- **60. Rye Canyon Channel -** Clearing of channel right of way along Rye Canyon Channel (PDs 1033, 1066) from downstream of Aurora Drive to just downstream of Avenue Stanford. Also confluence channel off of Rye Canyon Road (TG 4460 C7; 4460 B7).
- 61. Pico Canyon Channel Clearing of channel right of way along **Pico Canyon Channel (PD 813) from Pico Canyon Channel upstream of Whispering Oak Road to Santa Clara River South Fork (middle: PD 2528 only the left bank and upper: PD 2495) (TG 4550 F7; 4550 G7). *(Do not trim trees along Paseo left bank downstream of Tournament Road. See Supervisor for areas to trim on this reach).
- **62. Santa Clara River South Fork -** Clearing of channel right of way along **Santa Clara River South Fork from upstream of Wiley Canyon Road downstream to Via Princessa. (TG 4640 FI; 4640 G1; 4550 G7-H6).
- **63.** Newhall Creek Clearing of channel right of way along **Newhall Creek from Railroad Street (formerly San Fernando Road) (to the outlet, 1040 feet downstream of 15th Street (Enter channel at 12th Street to clear left bank) (TG 4550 J7; 4550 H7).
- 64. PD 1869 Clearing of channel right of way along PD 1869 from Sheffield Lane to Railroad Street (formerly San Fernando Road) (TG 4550 J5; 4550 H6).
- 65. Consolidated Drain Road (CDR) 523.071D Clearing of channel right of way along CDR 523.071D along the Los Angeles Aqueduct off Soledad Canyon Road (TG 4551 B3; 4551 C2).
- 66. **Poretta Channel -** Clearing of channel right of way along Porretta Channel (PDs 246, 266, 313) from Vicci Street to the Santa Clara River (TG 4551 G2; 4551 E2).
- **67.** Whites Canyon Channel Clearing of channel right of way along Whites Canyon Channel (PDs 1909, 704, 758, 453, 1999) from Goodvale Drive at Damar Court to Canyon View Drive (TG 4551 G1; 4551 F1).

- **68. Mint Canyon Channel -** Clearing of channel right of way along **Mint Canyon Channel from Adon to Scherzinger; from Dolan to Soledad Canyon Road (TG 4551 J2; 4551 J3).
- 69. PD 832 (Cordova Mobile Home Park) Clearing of channel right of way along **PD 832 from the inlet off Jakes Way in Cordova Trailer Park (at the Metrolink RAN under Sierra Hwy) to the Santa Clara River; clearing of entire channel right of way along southerly bank of Santa Clara River abutting Cordova Trailer Park (includes rock ruble lined slope) (TG 4551 H4; 4551 G4).
- **70. PD 1621 -** Clearing of channel right of way along PD 1621 along Soledad Canyon Road between Marilyn Drive and Oak Spring Canyon Road (TG 4552 El; 4552 D1).
- **71. PDs 911 and 771 -** Clearing of channel right of way along PDs 911 and 771 (Shadow Pines) from inlet off of Greencourt Drive to the Santa Clara River (TG 4462 G5; 4462 G7).
- **72. Santa Clara River -** Clearing of channel right of way along Santa Clara River (PDs 659 and 754) left bank from Soledad Canyon Road downstream left bank to Honby Avenue (TG 4551 E2; 4551 D2).
- **73. Plum Canyon Channel -** Clearing of channel right of way along Plum Canyon Channel from upstream Via Joyce to downstream Bouquet Canyon Channel (PDs 1540 and 625B) from 1308 feet upstream of Rodgers Drive to Bouquet Canyon Channel (TG 4461 D6; 4461 C5).
- 74. Bouquet Canyon Channel Clearing of channel right of way along **Bouquet Canyon Channel from just upstream of Hob Avenue to the Santa Clara River (TG 4461 D4, C5, B6, A7; 4550 H1, H2).
- **75. Haskell Canyon Channel -** Clearing of channel right of way along Haskell Canyon Channel from 240 feet downstream of Copper Hill to Bouquet Canyon Channel (also include the hill section left bank upstream Ridge Grove) (TG 4461 B4; 4461 B6).
- **76. Dry Canyon Channel (Santa Clarita)** Dry Canyon Channel (Santa Clarita) Clearing Channel Right of Way along Dry Canyon Channel (Saugus) from Inlet Area upstream Boxwood Lane (Enter off Deodar) to Bouquet Canyon Channel (TG 4460 J2; 4460 H4; 4550 H1).
- 77. Project 1224 Clearing of channel right of way and remove debris from invert along **Project 1224 from 697 feet downstream of

Pearblossom Highway to Littlerock Creek (TG 4377 HI; 4287 H5). Also at inlet (TG 4377 H1 - 4377 J2).

- **78. Violin Canyon Channel -** Clearing of channel right of way along Violin Canyon Channel upstream limit of Sierra Oak Trail to downstream limit Castaic Creek (TG 4369 G5; 4369 H7).
- **79. PD 1821 -** Clearing of channel right of way along PD 1821 at the end of the cul-de-sac of Salem Court to Castaic Creek (TG 4459 H5).
- **80. PD 1982 -** Clearing of channel right of way along **PD 1982 along Live Oak Road (also clear 3 feet outside of fence line) (TG 4459 H5).
- 81. Upper Hasley Canyon Channel Clearing of channel right of way along **Upper Hasley Canyon Channel (PD 1496) from 755 feet upstream of Sharp Road to 300 feet downstream of Sharp Road (TG 4459 C3); South Fork from 331 feet upstream of Romero Canyon Road along South Fork to 160 feet upstream of Romero Canyon Road (TG 4459 C3); North Fork (main line from 1089 feet upstream of Romero Canyon Road to 100 feet downstream of Romero Canyon Road) (TG 4459 C3; 4459 C4).
- 82. Pickens Canyon Channel Clearing of right of way downstream, left bank from Los Amigos to Pickens Debris Basin (TG 534 H1).
- **83.** Sycamore Canyon Channel Clearing of right of way, first open section from just upstream of Rosslyn Street to downstream of Fiero Street; second open section upstream of Drew Street to upstream of Andrita Street (TG 594 F1; 594 F2).
- 84. Golf Club Debris Basin Clearing of right of way 80 feet west of Golf Club Drive and along Chevy Chase Drive, and 420 feet access road along Golf Club Drive (TG 565 B1).

Included in Exhibit N are maps showing the location of the flood control facilities and the jobsite limits included in this Contract. These maps shall be used only to locate the jobsite and do not contain sufficient information to represent the actual jobsite conditions.

The Contractor shall ascertain the existence of any conditions affecting the cost of the work prior to submission of their proposed prices to perform this service, which would have been disclosed by reasonable examination of the jobsite.

C. <u>Work Description</u>

1. General Statement

The work to be performed under this Contract is the annual clearing of vegetation, trash, debris, and brush growing on various flood control channel rights of way, and vegetation growing out of channel lining weep holes, expansion joints, cold joints, construction joints, and cracks at various facilities throughout the County of Los Angeles as determined by the County, at County's sole and absolute discretion. County will provide a priority list of the linear feet work locations to the Contractor prior to the commencement of each annual clearing period and may update the priority list during the annual clearing period. <u>Unless otherwise directed by CM, annual clearing work is to be performed between periods June 1 through September 30 each year</u>. The Contractor shall perform all work necessary to complete this Contract in a satisfactory manner, including Contractor's best efforts in adhering to the County priority list(s) and shall provide all personnel, supervision, tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform the work.

The channel right of way consists of an area on both sides of the channel enclosed between the channel wall and outside chainlink fences, including, but not limited to, excess property adjacent to the channels, access roads, access ramps, channel walls and inverts, fences, and gates.

The channel lining consists of the walls and invert of open rectangular and trapezoidal channels. The linings consist of reinforced concrete, grouted stone, shotcrete, and gunite. Channel soft-bottoms (unlined) are excluded from this Contract.

The Contractor is advised that access is limited along some sections of the channels and he may be required to perform the right of way clearing work from the channel invert or by reaching across the channel with poles or other trimming equipment (see Exhibit G, Typical Channel Drawing).

Cleaning of the channel invert (bottom) is not required except as required in Section C.7, Special Provisions, of this Exhibit. <u>The Contractor shall</u> <u>remove a) any material deposited in the channel as a result of his</u> <u>operations by the end of each business day and b) vegetation</u> <u>growing out of joints, cracks, and weepholes.</u>

Although the County intends that all linear feet described herein be cleared annually, the County does not guarantee that any of the linear feet work will be authorized to be performed. If a work location(s) or portions of any work location are not to be cleared annually, County will provide as much advance notice as possible to the Contractor. County will not have any liability for damages, including loss of profits, for any linear feet work identified in Section B, Work Locations, that is not authorized for clearing.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F.1), the higher service level in the judgment of Public Works shall prevail.

In general, the Contractor will be required to perform the following:

- a. Remove all existing tree cuttings, trimmings, fallen trees, and fallen branches.
- b. Remove all dead foliage, dead shrubs, dead vines, dead trees, fallen leaves, and other organic materials.
- c. Remove all types of cactus, yucca, palms, castor bean plants, and/or tumbleweeds.
- d. Remove all eucalyptus thatch, pine needle thatch, and all other types of thatch.
- e. Remove all ivy, vines, and ice plant except where such plants exist on embankments steeper than one unit rise to three units of run.
- f. Remove and dispose all other existing debris or trash (e.g., loose concrete pieces, paper, waste, bottles, cans, wood scraps, etc.), from the access roads and channel rights of way.
- g. Haul away and properly dispose of all trimmings or other debris removed from the right of way.
- h. Certain areas along right-of-way fences shall be marked by the Department prior to work; the vegetation in these marked areas shall be trimmed within 1 foot of the right-of-way fence.
- i. Remove all vegetation growing from channel weepholes, expansion joints, construction joints, cold joints, and cracks.
- 2. Channel Clearing Service
 - a. Vehicular Access Road

Unless otherwise specified in this Contract, the Contractor shall remove vegetation to maintain a 13-foot vertical clearance above the entire width of the vehicle access road; including bikeways, and maintain the natural contours of the foliage (see Exhibit H, Vehicle and Walk Access Drawing). The Contractor shall not trim any trees that are beyond 17 feet from the channel wall. All vegetation, weeds, shrubs, brush, ivy, vines, and other growth, whether green or dry, growing or deposited on paved or unpaved vehicle access roads shall be removed. The Contractor shall also remove all vegetation hanging below the channel wall/side slope. The Contractor shall cut all vegetation growing out of joints and cracks flush with the surface of the concrete. The Contractor shall pull out vegetation growing out of weepholes by the roots where possible, if vegetation is too large, it shall be cut loose from within the weephole.

b. Walk Access Road

Unless otherwise specified in this Contract, the Contractor shall remove vegetation to maintain an 8 foot vertical clearance above the entire width of the walk access road and maintain the natural contours of the foliage (see Exhibit H, Vehicle and Walk Access Drawing). The Contractor shall not trim any trees that are beyond 13 feet from the channel wall. The Contractor shall remove all vegetation, weeds, shrubs, brush, ivy, vines, and other growth, whether green or dry, growing or deposited on paved or unpaved vehicle access roads, and paved or unpaved walk access roads. The Contractor shall also remove all vegetation hanging below the channel wall/side slope.

c. Channel Walls

The Contractor shall remove all vegetation overhanging the channel wall and fence and maintain the natural contours of the foliage (see Exhibit G, Typical Channel Drawing). No vegetation shall be left hanging over the channel invert.

d. Right-of-Way Fence

The Contractor shall remove all vegetation, weeds, shrubs, brush, ivy, vines, trees, and other vegetation growing through or hanging over all right-of-way fences. The Contractor shall trim vegetation growing through the right-of-way fences within two inches of the fence fabric <u>unless otherwise directed by the PWR</u>.

e. Greenway Zone

A Greenway Zone is an area that shall be established adjacent to vehicle and walk access roads. The first 5 feet within the Greenway Zone adjacent to a vehicle or walk access road may contain sacrificial vegetation comprised of low growing shrubs, ground cover, and grasses. The Contractor shall maintain the Greenway Zone by removing tree cuttings/trimmings, fallen tree/branches, weeds and invasive plants, and dead vegetation. All other vegetation shall remain within the Greenway Zone <u>unless</u> otherwise directed to be removed by the PWR. Should the Contractor come across an established native plant or shrub outside of the first 5 feet of the Greenway Zone, the Contractor should trim the plant or shrub if necessary. Should the Contractor come across ornamental grass areas outside the first 5 feet of the Greenway Zone, the Contractor a height of 1 inch.

f. Performance Period

Channel right of way clearing services shall be performed during the first 120 days of this Contract's commencement date unless otherwise directed by the CM; and from June 1 through September 30, during the Contract's option years, if exercised by the County.

g. Minimum Crew Requirements

Contractor shall provide a minimum of five crews. Each crew shall consist of a minimum of six personnel including a working supervisor and five laborers. In addition, the Contractor shall provide a minimum of two truck drivers with appropriate valid licenses to transport all debris derived from the as-needed services to a licensed local landfill approved by Public Works and a certified arborist and/or a certified horticulturist for providing directions during maintenance (e.g., for tree trimming, shrubbery pruning, and slope cutting recommendations).

3. As-Needed Services

During the performance periods specified above and throughout the Contract's term, including option years, if any, the Contractor may be PWR called upon bv the to perform vegetation. trash. tree trimming/removal, and debris and brush removal services on an as-needed basis at various flood control facilities throughout the County of The Contractor will be paid for any PWR requested Los Angeles. as-needed services performed according to their as-needed hourly crew rate as specified on Form PW-2, Contractor's Schedule of Prices. Each crew for as-needed services shall consist of a minimum of four personnel including a working supervisor and three laborers. Contractor shall have the ability to transport all debris derived from the as-needed services to a licensed local landfill approved by Public Works.

> -A.13- As-Needed Channel Right-of-Way Clearing Services - West Area (2016-AN003)

4. Jobsite Maintenance

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

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

5. Toilet Facilities

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

6. Reporting

A Channel Right-of-Way Clearing Report Form (Exhibit I) supplied by Public Works shall be used by the Contractor to indicate the dates worked, channel name, channel limits, amount of linear footage cleared, amount of material removed (tons), and location to which material was disposed. All debris must be documented per removal activity and reported separately by channel. Contractor must note tonnage of trash/debris and green waste removed from each channel before combining with debris from other locations in order to provide an accurate account of the debris' origin and to fulfill reporting requirement as required in this Exhibit. The form shall be filled out and signed by the Contractor and countersigned by a PWR on every Tuesday for work completed during the previous week. The form will be used by Public Works to verify the Contractor's invoices.

- 7. Special Provisions
 - a. In Section B, Work Locations, the following locations are marked with a double asterisk (**). The Contractor is to perform no work in the soft-bottom inverts at these locations:
 - 15. Aliso Creek
 - 29. Pacoima Wash No. 2
 - 51. Haines Canyon Channel
 - 57. Private Drain [PD] 2262
 - 58. PD 2441
 - 61. Pico Canyon Channel
 - 62. Santa Clara River South Fork

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- 63. Newhall Creek
- 68. Mint Canyon Channel
- 69. PD 832 (Cordova Mobile Home Park)
- 74. Bouquet Canyon Channel
- 77. Project 1224
- 80. PD 1982
- 81. Upper Hasley Canyon Channel
- b. In Section B, Work Locations, any additional special provisions at a facility are in bolded notations with a single asterisk (*).
- D. <u>Right of Way</u>

The Contractor shall conduct all of its activities and operations within the confines of public roadways, parkways, channel rights of way, and limited channel invert areas. The Contractor shall allow County personnel to pass at any given time and shall not obstruct the channel rights of way.

E. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work within the channels shall not take place on a rainy day. Work hours may be altered, when necessary, with the approval of the Contract Manager.

Holidays Observed by the County of Los Angeles are:

New Year's Day	
Martin Luther King, Jr. Day	
Presidents' Day	
Memorial Day	
Independence Day	
Labor Day	

Columbus Day Veterans Day Thanksgiving Day Day After Thanksgiving Christmas Day

The Contractor expressly acknowledges that flash flooding and/or fast running water may be encountered in the channels and rivers following storms.

In addition, water may be released to the channels from various reservoirs by the County, various cities, and private organizations during nonstorm periods without notice to the Contractor. The Contractor shall not attempt to enter the channel bottoms when rapidly flowing water is present since personnel and equipment could be swept downstream. The Contractor is solely responsible for determining whether or not the channels can be entered safely. If there is any doubt regarding safety in entering the channels, Contractor shall consult CM.

The closure of beaches due to sewer contamination does not constitute closure of the channels. If the Contractor stops service, the Contractor must notify the CM immediately.

- F. <u>Utilities</u>
 - 1. The County will not provide utilities.
 - 2. Utility Lines

Utility owners are required to provide sufficient clearance from energized high voltage lines (600 volts or more). However, if any trees are within 6 feet of or extend through energized power lines, the Contractor shall notify the utility owner to provide further tree trimming. The Contractor shall also notify the PWR of all trees requiring further trimming by the utility owner.

3. Protection

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

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

G. <u>Storage Facilities</u>

The County will provide limited storage facilities for the Contractor's equipment and materials, subject to the following restrictions:

- 1. The Contractor shall store only equipment/material required to fulfill its responsibilities under this Contract.
- 2. The Contractor shall not store equipment/material should the Contractor not have assigned work under this Contract for a period greater than two working days.
- 3. The Contractor shall not hold Public Works liable or responsible for any damage to the Contractor's equipment/material, by whatever means, or for the theft of materials or equipment from the facilities or jobsites.

- 4. Public Works will determine facility storage space availability when work is requested.
- 5. The County shall not be responsible for loss or damage to vehicles, accessories, or the contents thereof caused by fire, theft, collision, water, or other causes and the Contractor agrees to park vehicles described in this Contrac and/or as directed by the CM. The contractor shall not leave vehicles parked overnight.

H. <u>Removal of Debris and Dump Sites</u>

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall not stockpile any debris or trash derived from these services within Public Works' rights of way. All debris and trash shall be removed from Public Works property within 48 hours of clearing a particular jobsite. The Contractor shall legally dispose of all debris and trash on a permanent basis at a licensed local landfill approved by Public Works. Failure by the Contractor to comply with the PWR's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension. Public Works will reimburse the Contractor for the Contractor's disposal fees upon the receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dumpsite. Transportation costs to and from the landfill sites shall be included in the Contractor's Unit Prices as listed in Form PW-2, Schedule of Prices.

The Contractor shall 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.

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

I. <u>Prosecution of Work</u>

Failure to prosecute the work may result in, among other things, liquidated damages as set forth in Section Y, Liquidated Damages, of this Exhibit.

J. Work by Others Due to Unsatisfactory Work Prosecution

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

K. <u>Completion and Acceptance</u>

The work may be inspected by the CM for acceptance upon receipt of the Contractor's written assertion that the work has been completed.

L. <u>Special Safety Requirements</u>

- 1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
- 2. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
- 3. Contractor shall inspect and identify any condition that renders any portion of the premises unsafe. Contractor shall notify the Contractor Manager immediately when a condition threatens imminent injury to the publics or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.
- 4. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular landscape maintenance operation.

Contractor shall do the following for safety issues:

a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to

the County's Contract Manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.

- b. Emergency Response: When the emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or Contractor, and direct emergency services to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
- c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to Public Works representative (PWR) within two business day or first day of the next business week.

*PWR will provide the report form.

- d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.
- e. Contractor shall provide traffic control that conforms to the most recent version of the California Department of Transportation Manual of Traffic controls for Maintenance Work Zones wherever work operations encroach upon public streets, highways, bikeways, pedestrian paths, and/or employees of the Contractor are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.
- 5. All pesticide, herbicide, etc., application shall be under the direct supervision of a Pest Control Advisor licensed by the State of California.
- 6. Contractor shall close the bicycle trail portion of the channel access road when the landscape maintenance operation warrants closing the trail to the public. Contractor shall block the access road/bicycle trail and place signs at the point both upstream and downstream of the work area. The upstream and downstream closure points shall be as follows:
 - a. The trail closure signs shall state the date of closure and the date the rail will be reopened.
 - b. The signs shall also state the limits of the closure (where the bicyclist can re-enter the trail).
 - c. The signs shall use 3-inch lettering.

- d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.
- e. Public Works Bicycle Trail Coordinator shall be notified 48 hours prior to the closure of the bicycle trail.
- f. All questions regarding the bicycle trail closure shall be directed to the Public Works Bicycle Trail Coordinator, Ricardo Gordillo, at (626) 458-3994.

M. <u>Contractor's Equipment</u>

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

The Contractor shall keep pruning and cutting tools sharpened to a condition that will leave a smooth final cut of the cambium edge. The Contractor shall keep such tools clean and free from infectious materials.

All of the Contractor's equipment utilized on this Contract shall comply with Cal/OSHA requirements, if any.

Any aerial equipment utilized by the Contractor shall comply with Cal/OSHA and Federal ANSI-a. 982.2-1979 standards for vehicles mounted with elevating and rotating aerial devices and shall include dielectric certification for a 100 KV test.

The Contractor's aerial tower certificates shall be available on each vehicle at all times for review.

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

N. <u>Complaints</u>

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

O. <u>Graffiti Control</u>

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

P. <u>Responsibilities of the Contractor</u>

- 1. The Contractor shall have a minimum of three years of experience providing landscaping services similar to the service being solicited.
- 2. Contractor's on-site working supervisors shall have a minimum of three years of experience supervising landscaping services similar to the service being solicited.
- 3. Contractor shall maintain a minimum of two truck drivers with an active and valid State of California Department of Motor Vehicles Class A or B commercial drivers' license as well as any other required licenses or endorsements required by Federal, State, and local regulations.
- 4. The Contractor shall maintain a valid State of California Class C-27 (Landscaping Contractor) license.
- 5. Contractor and/or its Subcontractor(s) shall maintain a valid and active arborist and/or horticulturist certification.
- 6. Contractor and/or its Subcontractor(s) shall maintain a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH).
- 7. Complete all channel clearing work within the time frame specified in this Exhibit's Section C.2.f, Performance Period.
- 8. Report to specific work locations within 48 hours after being notified by the PWR by telephone. The Contractor shall confirm and meet on-site with the PWR identified for each channel at least 24 hours prior to beginning any work on a particular channel.
- 9. Contractor shall meet with the PWR prior to commencement of any work.

- 10. Provide a telephone number at which the Contractor can provide an oral response within a 24-hour period of the PWRs request for work to be performed.
- 11. Provide at least one person per crew in charge of specific work who can speak, read, and write the English language.
- 12. Provide transportation for the Contractor's personnel and equipment both to and from, and for travel around the jobsites, as well as transportation of all cleared vegetation, debris, and brush to the closest local landfill approved by Public Works.
- 13. Be responsible for the security of the Contractor's equipment used at the jobsites during working hours.
- 14. Perform fueling and servicing of the Contractor's equipment outside regular working hours.
- 15. Be prepared to provide a truck with an aerial man-lift to reach tree limbs and vegetation that cannot be reached safely from the ground.
- 16. Replace equipment by the following workday in the event of equipment failure due to unforeseen circumstances.
- 17. Provide barricades when and where it is necessary to effectively guard the public from danger as a result of the work being performed.
- 18. Be responsible for payment of all fines, fees, and penalties resulting from traffic control violations, such as, but not limited to, overloading, truck route permits, and equipment defects.
- 19. Submit all waste disposal receipts obtained from the landfill on a monthly basis to the PWR.
- 20. Provide the PWR with weekly Channel Right-of-Way Clearing Reports (Exhibit I) on every Tuesday for work completed during the previous week.
- 21. Be responsible for keys that are issued for the purpose of accessing the facilities. The Contractor will also be responsible for locking all channel gates that were opened during the course of the workday. Crews are not to evacuate a jobsite without locking the gates. Gates serving invert access ramps must be kept locked when not in use. The Contractor will immediately inform the CM of any gates that are missing a lock and/or upon discovering they have misplaced the keys and/or locks. The Contractor will reimburse the County for any keys and/or locks they have misplaced. The Contractor is advised that bikeways and equestrian trails

exist along many of the facilities. The Contractor shall conduct its activities in a manner that will not endanger the users or block access to these additional facilities.

- 22. The Contractor shall not allow its employees to use private property for any purpose including, but not limited to, eating or coffee breaks. Contractors may not use water or electricity from private property without written permission from the owner. If, for any reason, the Contractor elects to access private property, it shall first obtain written permission from the owner and provide evidence of such permission in writing to the PWR.
- 23. In performing any work or doing any activity under this contract, the Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations.
- 24. The Contractor shall inspect and identify any condition(s) that renders any portion of the premises unsafe. Contractor shall notify the CM immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards, and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the CM within five days following the occurrence.

Q. <u>Responsibilities of Public Works</u>

- 1. County will determine the need for, and provide, jobsite inspection.
- 2. The PWR will determine the order in which the channels are to be cleared and will notify the Contractor by telephone 48 hours prior to the start of work for each channel.
- 3. The PWR will notify the Contractor of any landscaping to be protected in place prior to the start of work.
- 4. The PWR will provide keys to access the channels as necessary.
- 5. Public Works personnel will conduct bird nesting surveys for all jobsites prior to the commencement of any work.

R. Best Management Practices

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

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

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

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

WASTE MANAGEMENT AND MATERIAL POLLUTION CONTROL

- WM-4 Spill Prevention and Control
- WM-5 Solid Waste Management
- WM-6 Hazardous Waste Management
- WM-7 Contaminated Soil Management
- WM-9 Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

- NS-8 Vehicle and Equipment Cleaning
- NS-9 Vehicle and Equipment Fueling
- NS-10 Vehicle and Equipment Maintenance

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

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs as a result of

the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

S. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the CM. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Total Proposed Price.

T Public Convenience and Safety

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

U. <u>Traffic Control and Access</u>

- 1. Unless otherwise authorized, traffic shall be permitted to pass through the jobsites without interruption or delay and the Contractor shall conduct its operations within the roadway parking lanes and parkway areas.
- 2. If, in the opinion of the PWR, it is necessary to close a traffic lane, shifting of traffic from one lane to another shall be performed in such a manner that traffic may move smoothly without any sudden changes from one lane to another.
- 3. On multilane highways and local streets within unincorporated County areas, all procedures for lane closure, as well as all barricades, signs, safetv lights. and other devices required. shall conform to the requirements of the current "Manual of Traffic Controls for Construction and Maintenance Work Zones" issued by the State of California, Department of Transportation. This publication is available from the California Department of Transportation and Building News, Inc., 10801 National Boulevard, Los Angeles. California. 90064. Phone (800) 873-6397.
- 4. Traffic lanes on multilane highways within unincorporated County areas shall not be closed during peak hour traffic, which is typically prior to 9 a.m. and after 4 p.m.

- 5. The Contractor shall comply with all applicable traffic control requirements for the work.
- 6. Any action on the part of the PWR in directing the Contractor's attention to inadequacy of the required traffic safety devices and services or any action of Public Works to alleviate the Contractor's inadequacies shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to provide and maintain these devices and services. If the Contractor fails to provide and maintain these devices and services and Public Works is required to alleviate said condition, the total charges of labor, equipment and materials, including overhead and transportation, accrued by Public Works for such work will be deducted from the Contract payments to the Contractor.
- 7. The Contractor shall be responsible for compliance with additional public safety requirements, which may arise during the work. The Contractor shall furnish and install, and upon completion of the work, promptly remove all signs and warning devices.
- 8. The Contractor shall make a maximum effort to maintain pedestrian access through the work area and vehicular access through driveways to private property. If the sidewalk is to be closed, the Contractor shall post appropriate warning signs.
- 9. All costs incurred by the Contractor in complying with the above traffic control requirements shall be considered as included in the unit rates specified on Form PW-2, Schedule of Prices.

V. Project Safety Official

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

W. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <u>http://www.dir.ca.gov</u>.

The Contractor is required to pay the prevailing wage rate referred to above and 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. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any Subcontractor.

X. Additional Work/Locations

- 1. The CM may authorize the Contractor to perform additional work including, but not limited to, adding service area(s) arises out of unforeseen incidents including vandalism, acts of God, third-party negligence or any other unanticipated need. If the CM determines such additional work can be obtained in whole 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 shall prepare and submit a written description of the work with an estimate of labor and materials as provided herein. No additional work shall commence without written authorization from the CM. However, when a condition threatens imminent injury to the public or damage to property, the CM 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 shall submit a written estimate to the CM for approval.
- 3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
- 4. Additional work locations may be added during the contract period. Upon request by the CM, the Contractor shall provide a written quotation for any additional work location(s), based on the linear feet rates quoted in Form PW-2, Schedule of Prices, using the linear feet rates that most closely correspond to, or are adjacent to the additional work locations. Contractor shall be paid for additional work locations at the PW-2 linear feet rates that most closely correspond to, or are adjacent to the additional work locational work locations. Upon CM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work location(s) may be added to the contract by amendment or change order.

Y. Liquidated Damages

- 1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
 - a. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract.
 - b. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - c. The parties are both experienced in the performance of the Contract work.
 - d. 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.

- e. The parties are not under any compulsion to Contract.
- f. 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.
- g. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
- h. 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.

- 2. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract, or approved by contract Manager.
- 3. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary to evaluate Contractor's performance.

Z. Fish and Wildlife Code

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

AA. Oak Tree Ordinance

In accordance with the Los Angeles County Code of Ordinance, Sections 22.56.2060 and 22.56.2070, the Contractor shall not cut, destroy, remove, relocate, or inflict damage upon any oak tree with: 1) a diameter of more than 8 inches when measured 4 1/2 above natural grade; or 2) more than one trunk, combined diameter whose of any two trunks is at least 12 inches as measured 4 1/2 feet above natural grade. The Contractor shall not prune oak tree branches with diameters of more than 2 inches.

The Contractor shall obtain a permit issued by the Forestry Division of the Los Angeles County Fire Department via the PWR before performing any of the work mentioned above.

BB. <u>Request of Work from contractor</u>

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 all damages arising from the County's failure to use the Contractor's services including, but not limited to, lost profit.

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EXHIBIT B-E

- Exhibit B: Service Contract General Requirements
- Exhibit C: Internal Revenue Service Notice 1015
- Exhibit D: Safely Surrendered Baby Law Posters
- Exhibit E: Defaulted Property Tax Reduction Program

See RFSQ for As-Needed Channel Clearing Services (2015-SQAN007) for the above exhibits to be incorporated by reference.

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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 N, inclusive, of this Contract (Exhibits A-N) and this PRS, Exhibits A-N shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-N, to clarify Performance Requirements, or to monitor of any part of this Contract.	e Requirements Summary (PRS) a rough N, inclusive, of this Contra any time consistent with the requir	are not all encompassing, al ct (Exhibits A-N) and this P ements set forth in Exhibits ,	nd any conflict RS, Exhibits A- A-N, to clarify Po	or discrepancy between the N shall control. The County erformance Requirements, or
Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
 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	Zes NA NA	
 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	□ Yes NA NA	
3. Performance Period	Channel right-of-way clearing services to be completed within the first 120 days of this Contract's initial period and option years, if any, beginning from June 1 through September 30.	\$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified; possible suspension; possible termination for default of contract	□ Yes □ N/A □ □ 1	

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

Page 1 of 5

EXHIBIT F.1 (Supplemental)

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 N, inclusive, of this Contract (Exhibits A-N) and this PRS, Exhibits A-N shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-N, to clarify Performance Requirements, or to monitor of any part of this Contract.	e Requirements Summary (PRS) a rough N, inclusive, of this Contra any time consistent with the requir	are not all encompassing, a act (Exhibits A-N) and this F ements set forth in Exhibits	nd any conflict PRS, Exhibits A- A-N, to clarify P(or discrepancy between the N shall control. The County erformance Requirements, or
Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. Provide traffic control	All traffic control plans and devices have been implemented using the latest codes. Traffic lanes on multilane highways shall not be closed during peak hour traffic which is typically prior to 9 a.m. and after 4 p.m.	\$500 per occurrence	□ Yes □ N/A	
5. Provide all tools and equipment	All tools and equipment are in proper working order and have been promptly replaced as required.	\$500 per occurrence	□Yes □No N/A	
B. REPORTS/DOCUMENTATIONS				
 Channel Right of Way Clearing Form 	This form shall be filled out and signed by the Contractor and countersigned by a PWR at the completion of each facility.	\$25 per day per report that is late or not submitted	□Yes □N/a N/A	
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract.	\$100 per employee per day who is not certified as passing the background check	□ Yes NA NA	

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

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EXHIBIT F.1 (Supplemental)

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 N, inclusive, of this Contract (Exhibits A-N) and this PRS, Exhibits A-N shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-N, to clarify Performance Requirements, or to monitor of any part of this Contract.	e Requirements Summary (PRS) a irough N, inclusive, of this Contra any time consistent with the requir	tre not all encompassing, a ct (Exhibits A-N) and this F ements set forth in Exhibits	nd any conflict o PRS, Exhibits A-I A-N, to clarify Pe	or discrepancy between the V shall control. The County rformance Requirements, or
Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	Employees who <u>do not</u> pass or is not certified shall be immediately removed.			
 Employees Well Oriented To Job 	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation	□Yes □N/A N/A	
3. Minimum Crew Requirements	Minimum crew requirements are equal or exceed contract requirements.	\$50 for each consecutive calendar day, per crew, that the Contractor fails to meet the minimum crew requirements.	□ Yes □ No N/A	
D. SUPERVISOR/MANAGERS				
1. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records and acceptable level of service.	\$50 per occurrence	□ Yes □ No N/A	
2. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence	□ Yes □ No N/A	
 On-site Working Supervisors speak, read, and write in English 	At least one person per crew in charge of specific work can speak, read, and write in English.	\$50 per day, per crew, for use of on-site working supervisor unable to speak, read, and write in English; possible suspension	□ Yes □ No □ N/A	

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

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EXHIBIT F.1 (Supplemental)

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 N, inclusive, of this Contract (Exhibits A-N) and this PRS, Exhibits A-N shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-N, to clarify Performance Requirements, or to monitor of any part of this Contract.	ce Requirements Summary (PRS) a nrough N, inclusive, of this Contra any time consistent with the requir	are not all encompassing, a ct (Exhibits A-N) and this F ements set forth in Exhibits	nd any conflict o PRS, Exhibits A-N A-N, to clarify Per	r discrepancy between the I shall control. The County formance Requirements, or
Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
 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	□ Yes □ N/A	
E. CONTRACT ADMINSTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract possible suspension; possible termination for default of contract	□Yes □N/a N/A	
 Record Retention & Inspection/Audit Settlement 	Maintain all required documents as specified in contract.	\$200 per occurrence	□Yes □No □N/A	
 Use of Subcontractor without Approval. (Only allow for the use of services of an arborist and /or a horticulturist. 	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence	□Yes □No □N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract	□Yes □ No □ N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both,	\$200 per day the County is not informed of this change; possible	□Yes □No	
*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager	ited Damages at the sole discretion of the Contra	act Manager.		

EXHIBIT F.1 (Supplemental)

PERFORMANCE REQUIREMENTS SUMMARY

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SUMMARY	under this Performance Requirements Summary (PRS) are not all encompassing, and any
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requirements specified in Exhibits A through N, inclusive, of this Contract (Exhibits A-N) and this PRS, Exhibits A-N shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-N, to clarify Performance Requirements, or to monitor of any part of this Contract.

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required Service/ Lasks	rerrormance Indicator	to Meet Performance Compliance Indicator*	compliance	Comments	
	whether in whole or in part, without the prior written consent of County.	suspension; possible termination for default of contract			
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence	□Yes □No □N/A		

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

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EXHIBIT F.1 (Supplemental)

EXHIBIT G-M

- Exhibit G: Typical Channel Drawing
- Exhibit H: Vehicle and Walk Access Drawing
- Exhibit I: Channel Right-of-Way Clearing Report
- Exhibit J: Waste Discharge Requirements
- Exhibit K: Bid Submission Instructions
- Exhibit L-M: Intentionally Deleted (For the Channel Right-of-Way Clearing Services Work Description and Requirements, Please refer to Exhibit A.1, SOW)

See RFSQ for As-Needed Channel Clearing Services (2015-SQAN007) for the above exhibits to be incorporated and/or deleted by reference.

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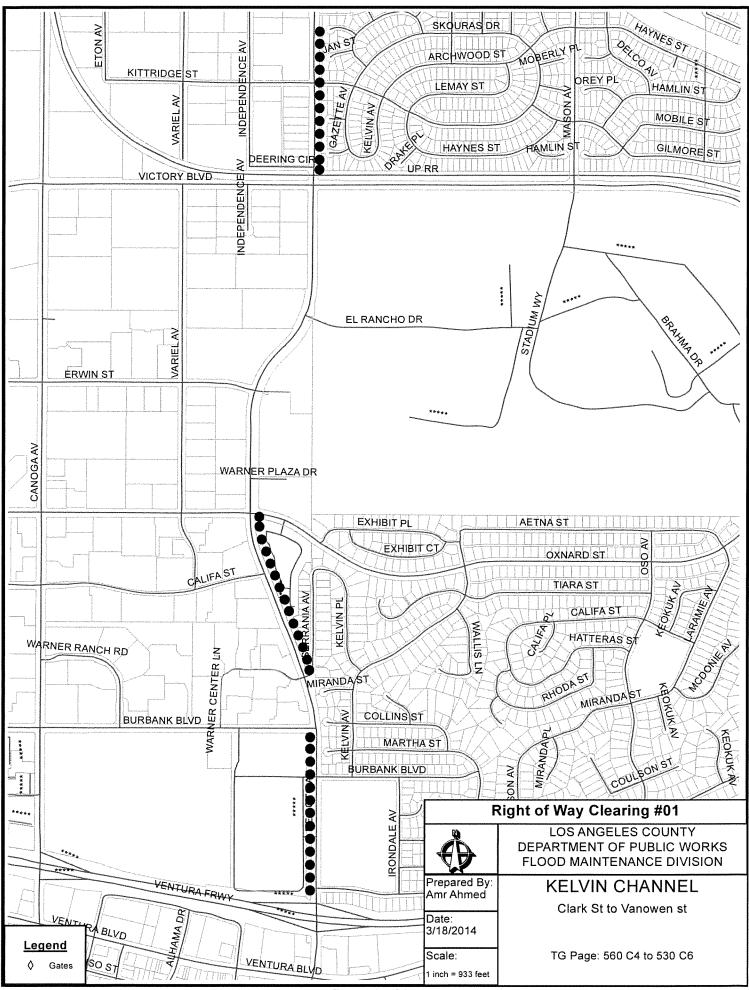
EXHIBIT N

MAPS OF CHANNELS FOR THE FLOOD CONTROL FACILITIES IN THE WEST AREA

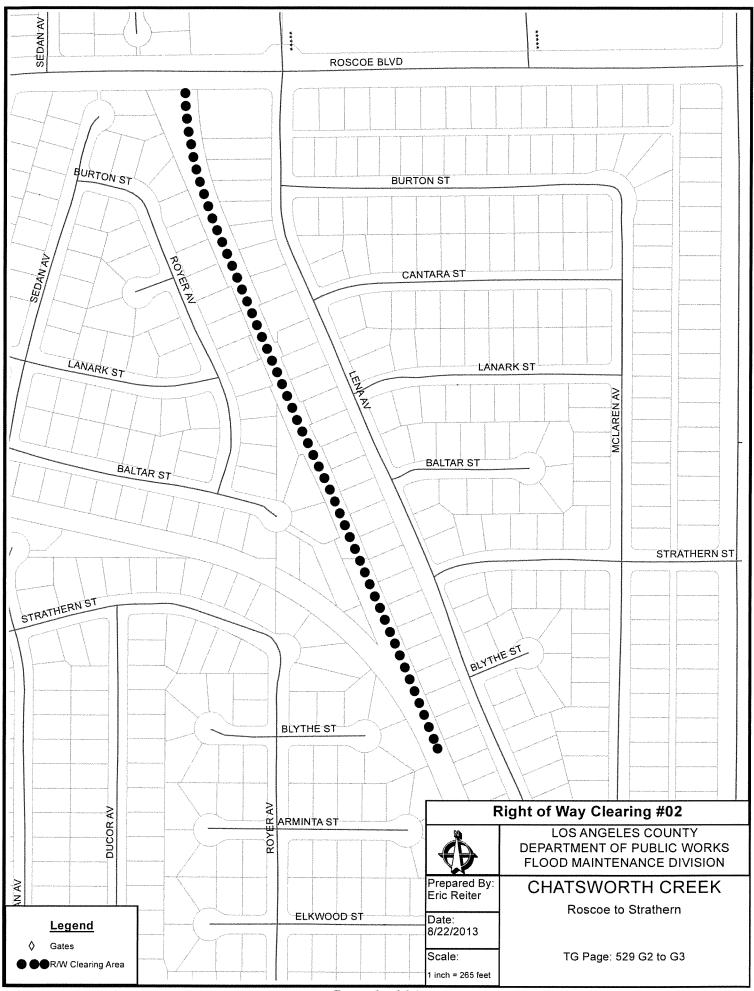
- 84 PAGES (84 WORK LOCATIONS)

ACCESS THE WEBLINK BELOW TO DOWNLOAD THE MAPS OF WORK LOCATIONS:

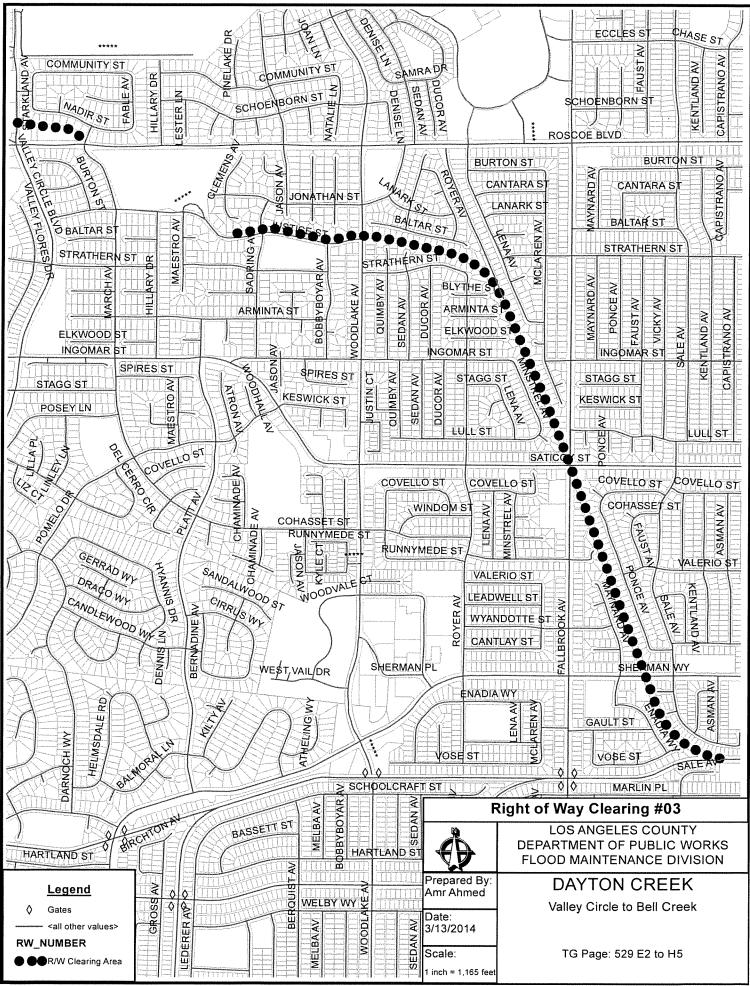
http://dpw.lacounty.gov/asd/contracts



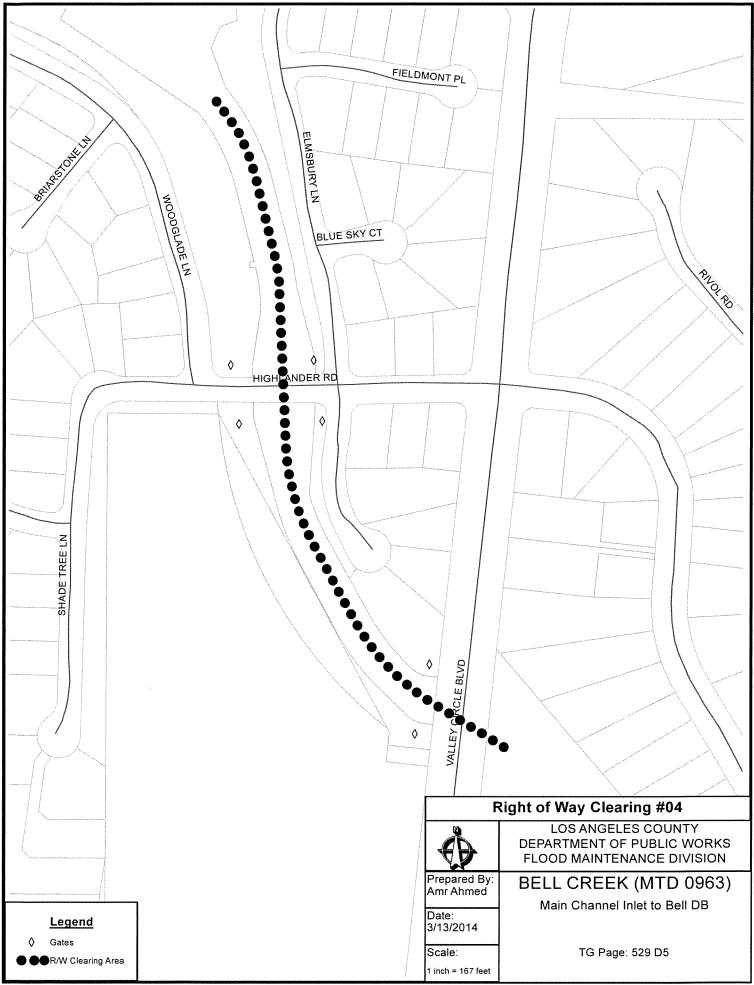
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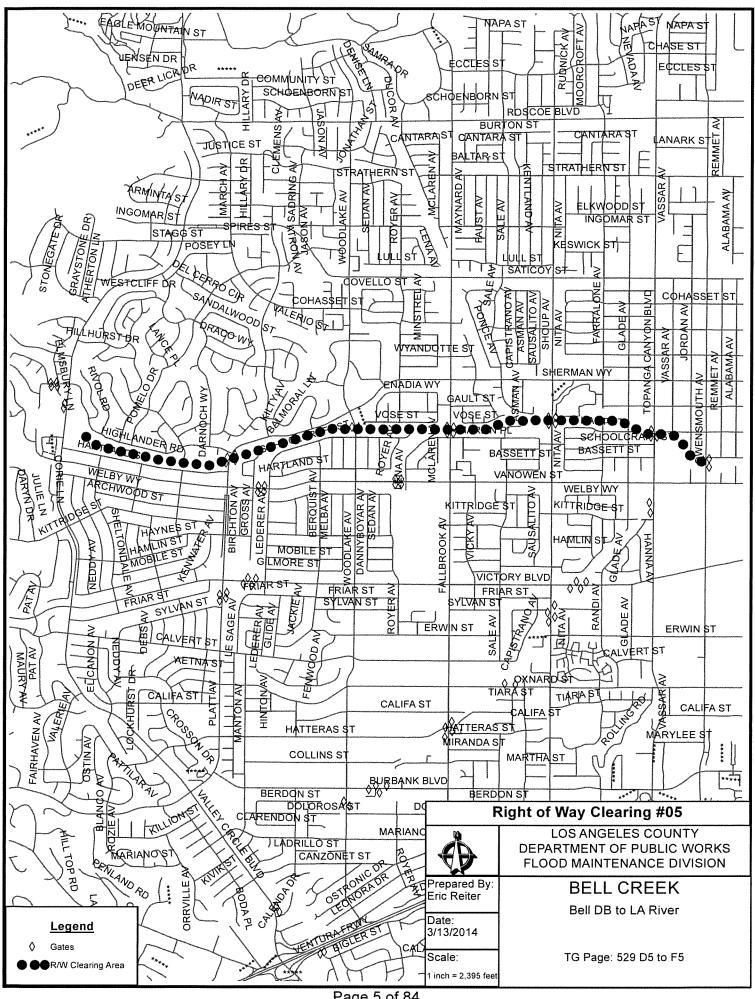


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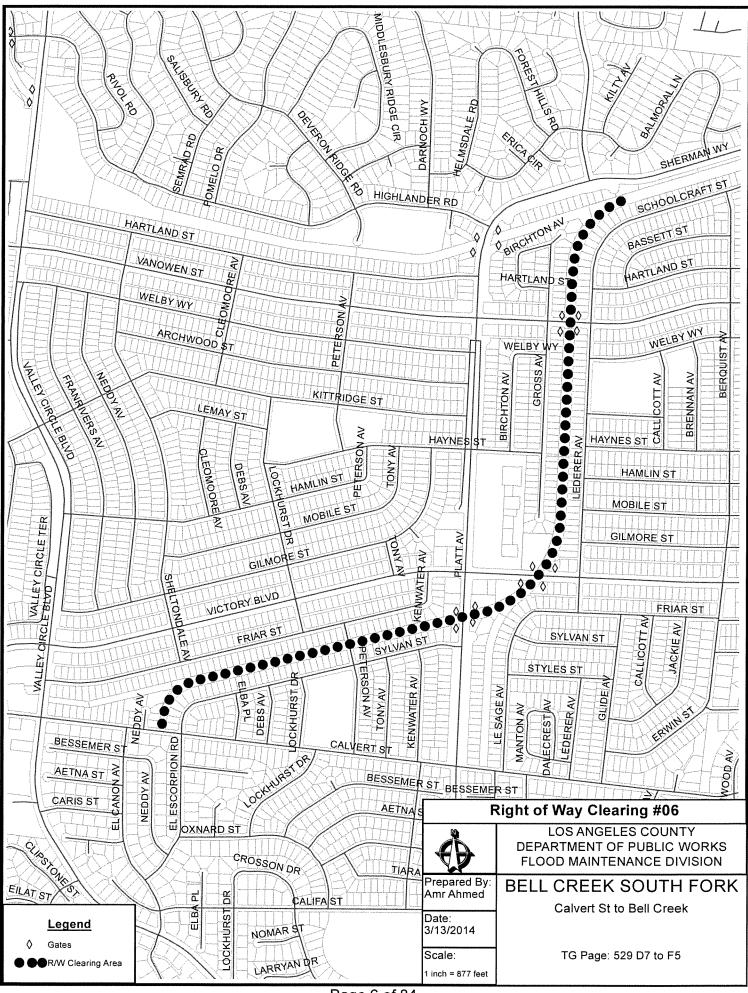


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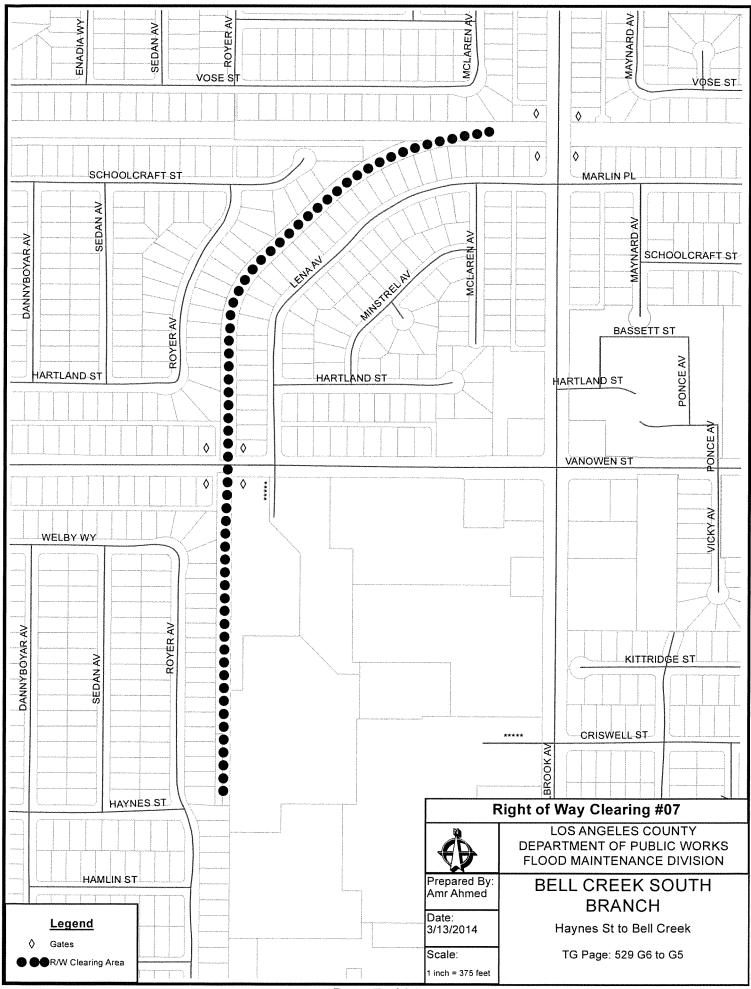




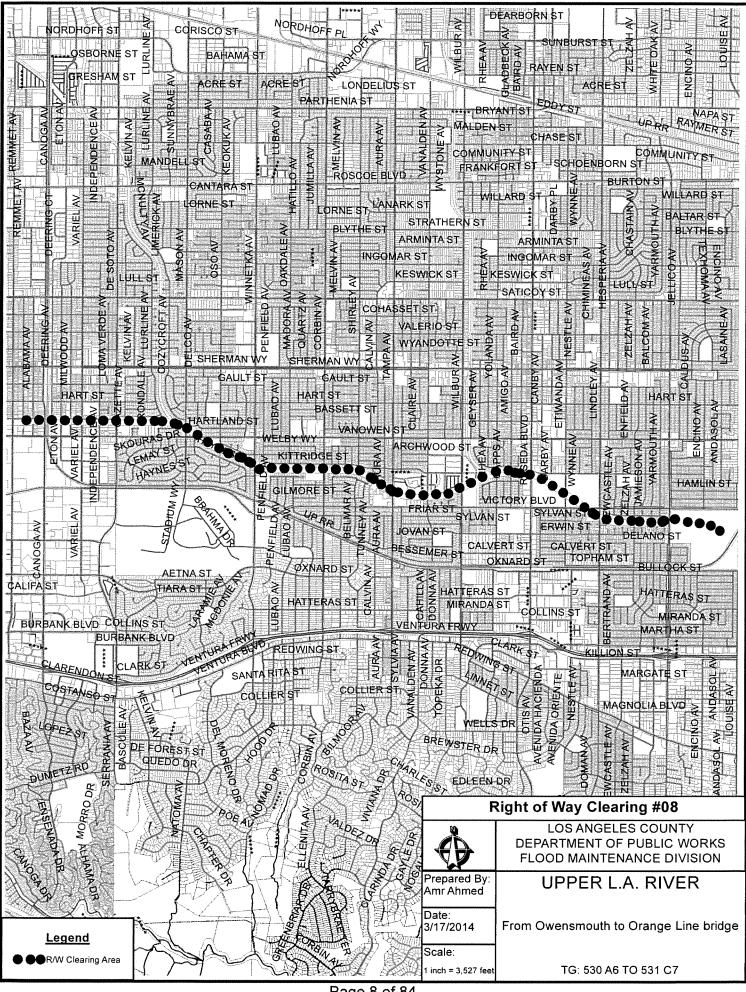
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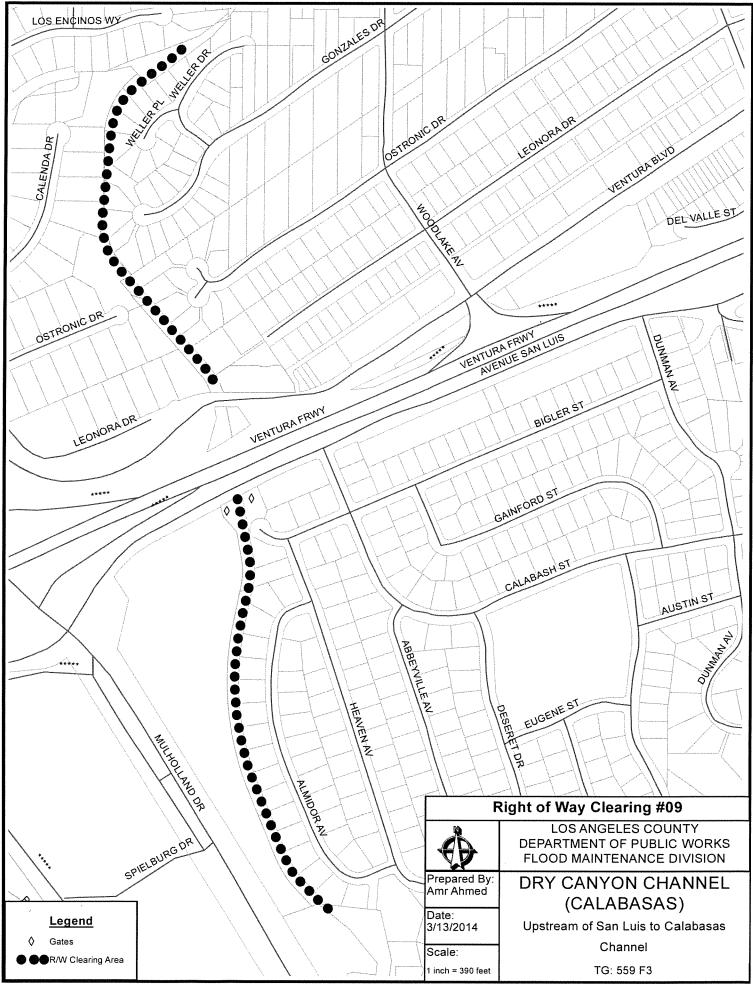
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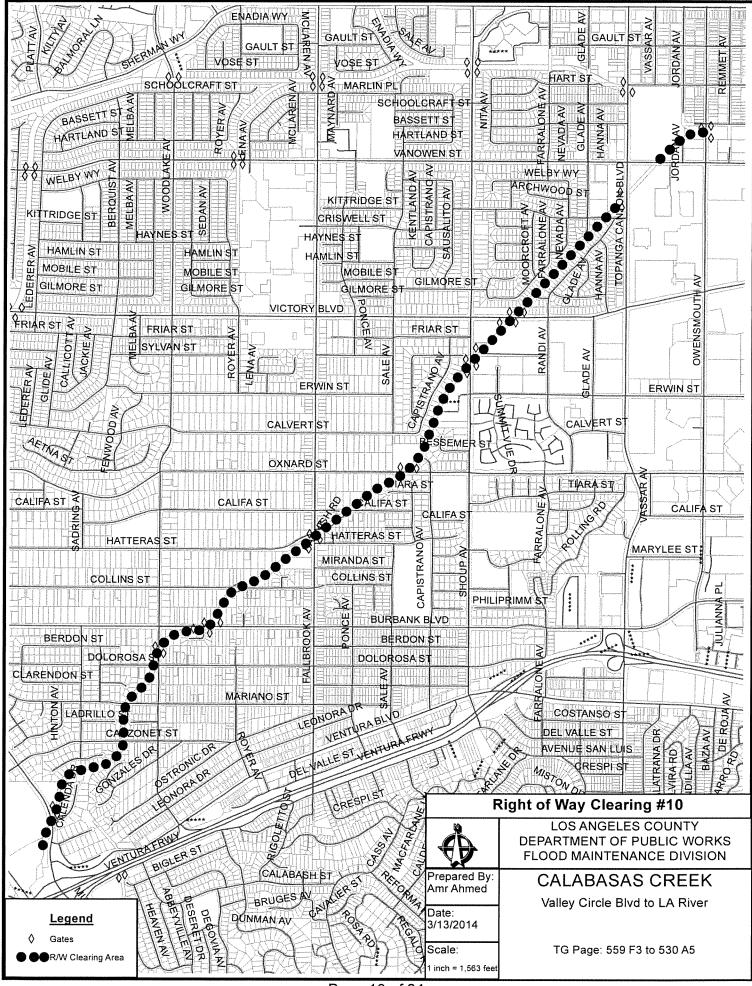
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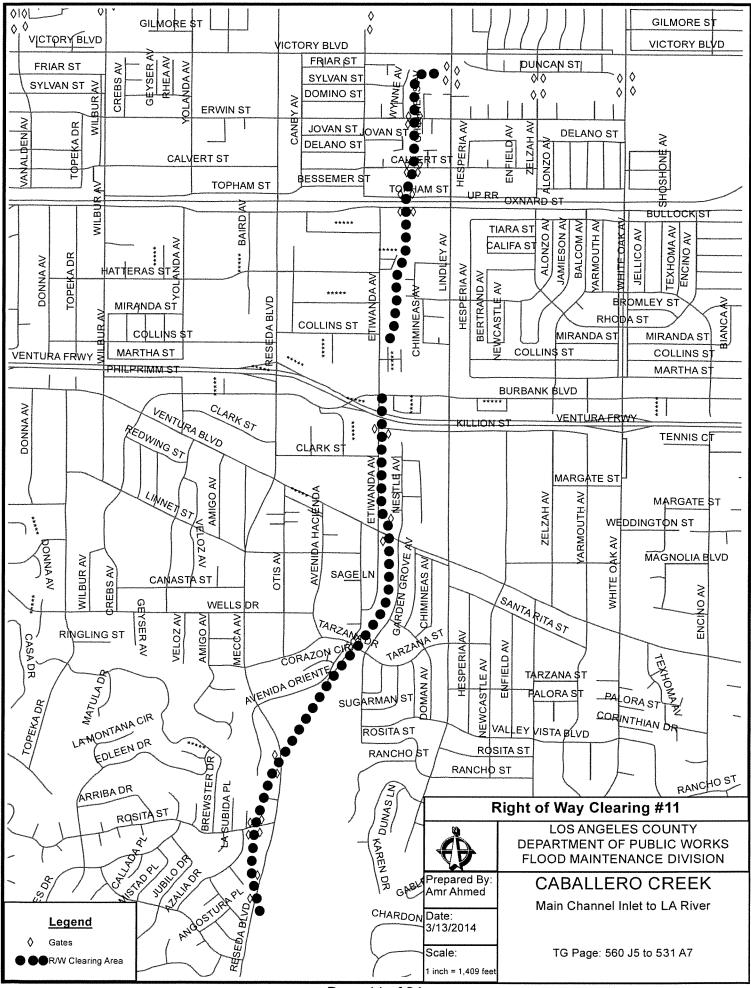
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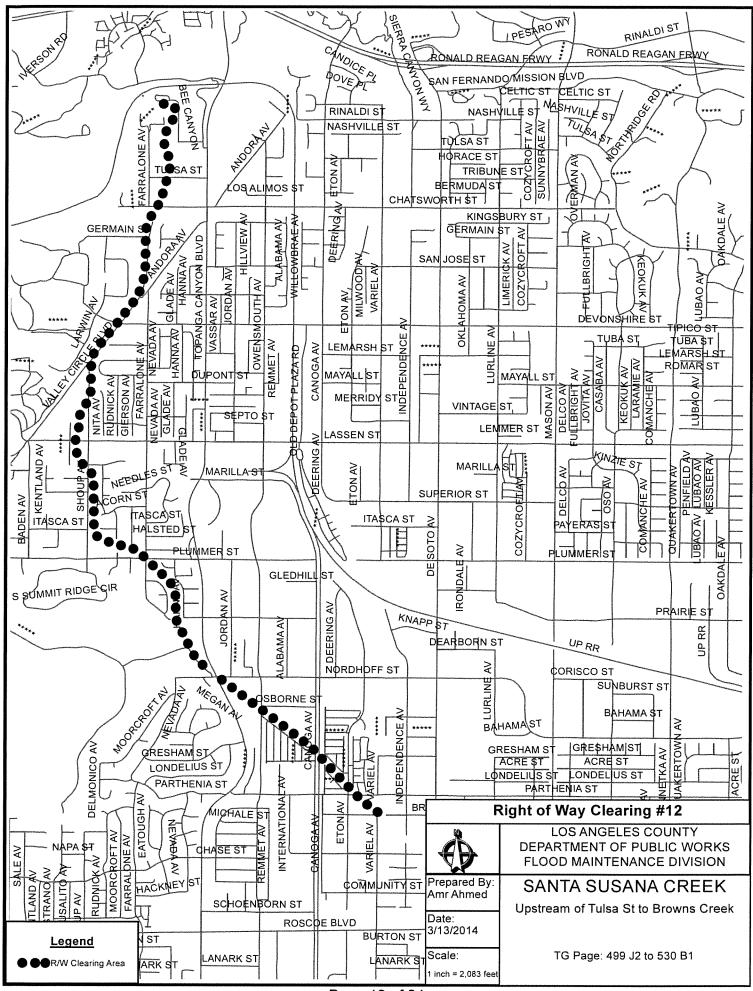
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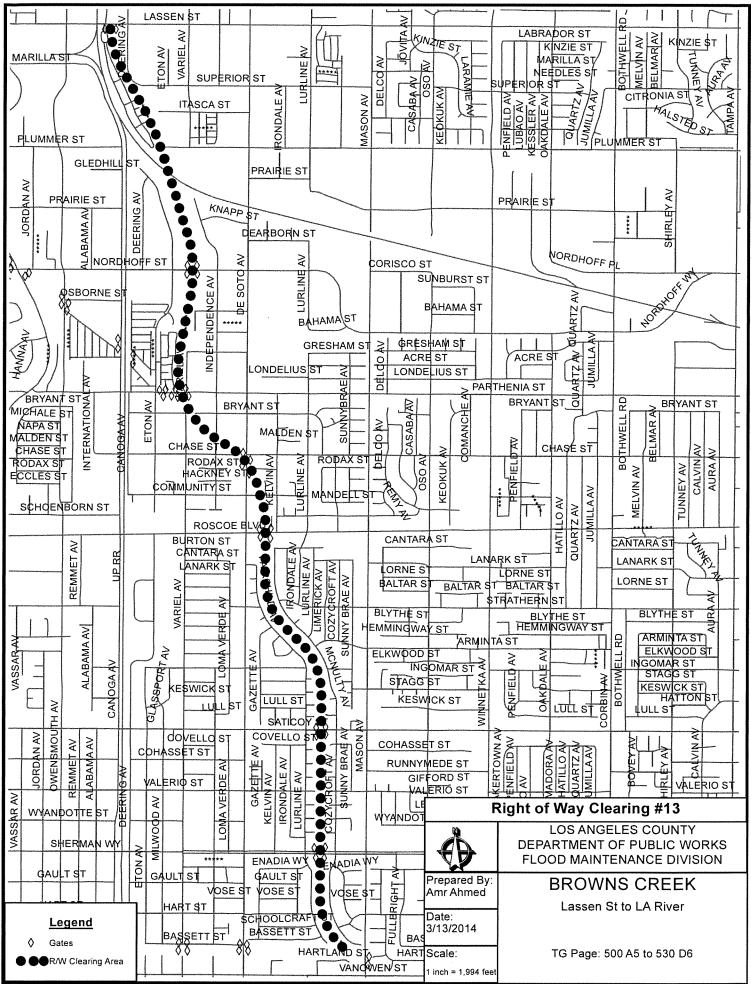
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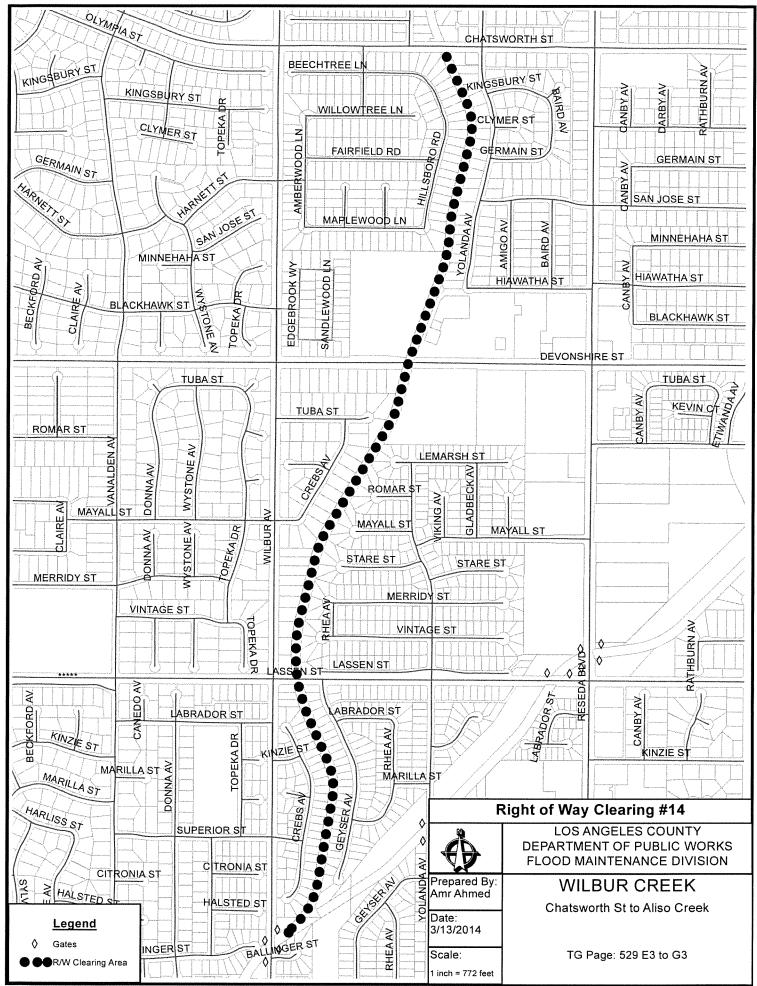
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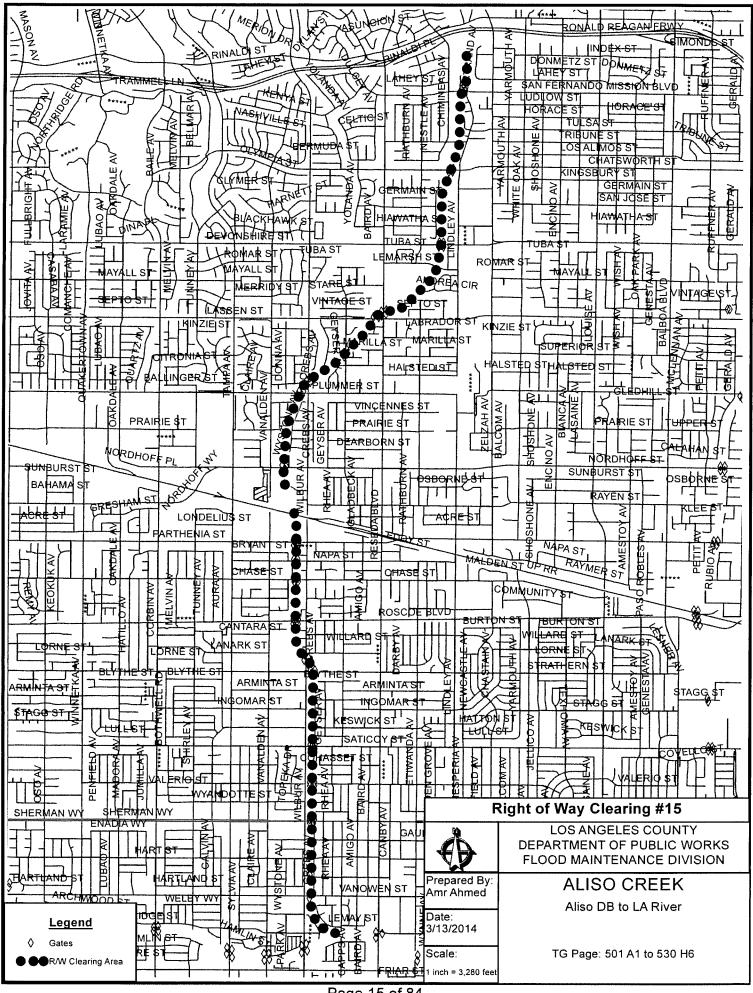
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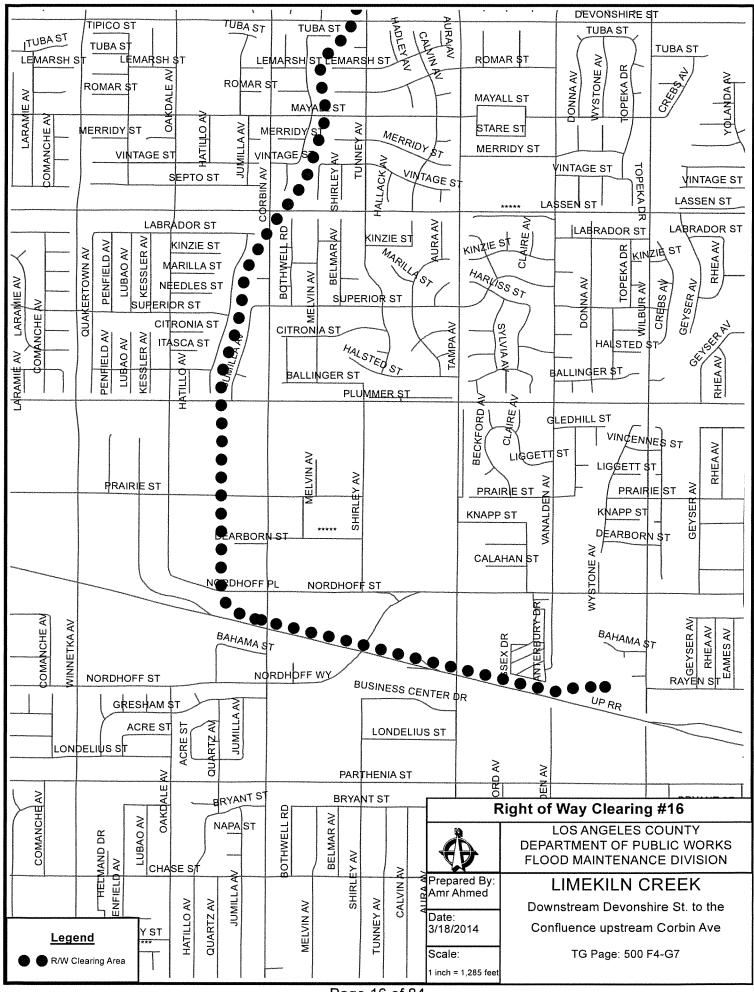
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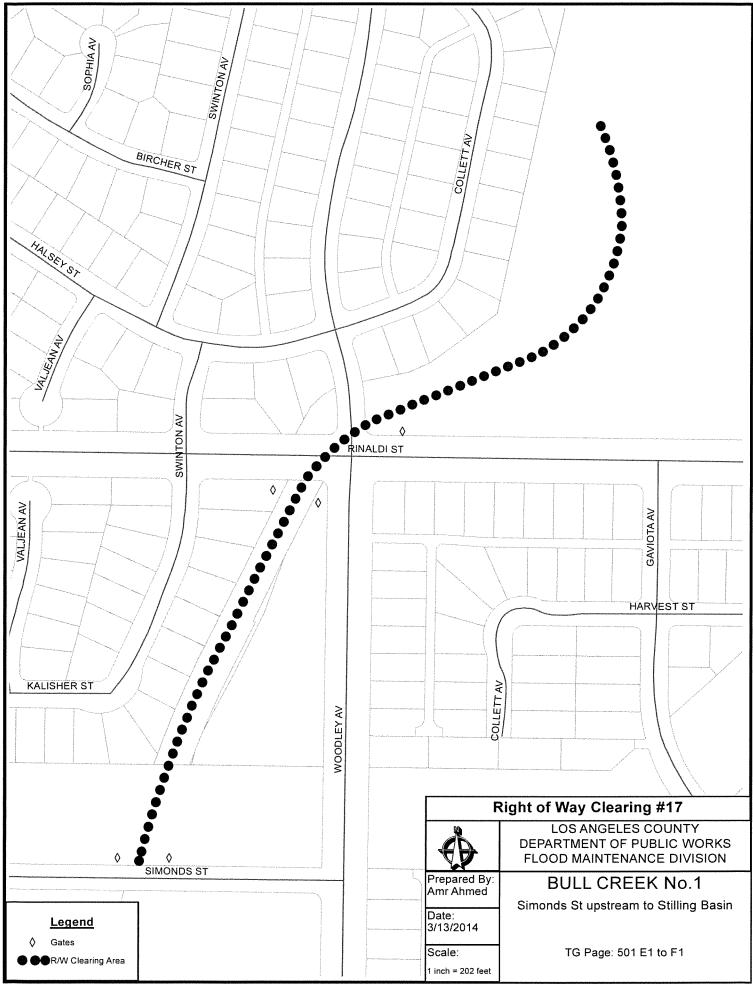
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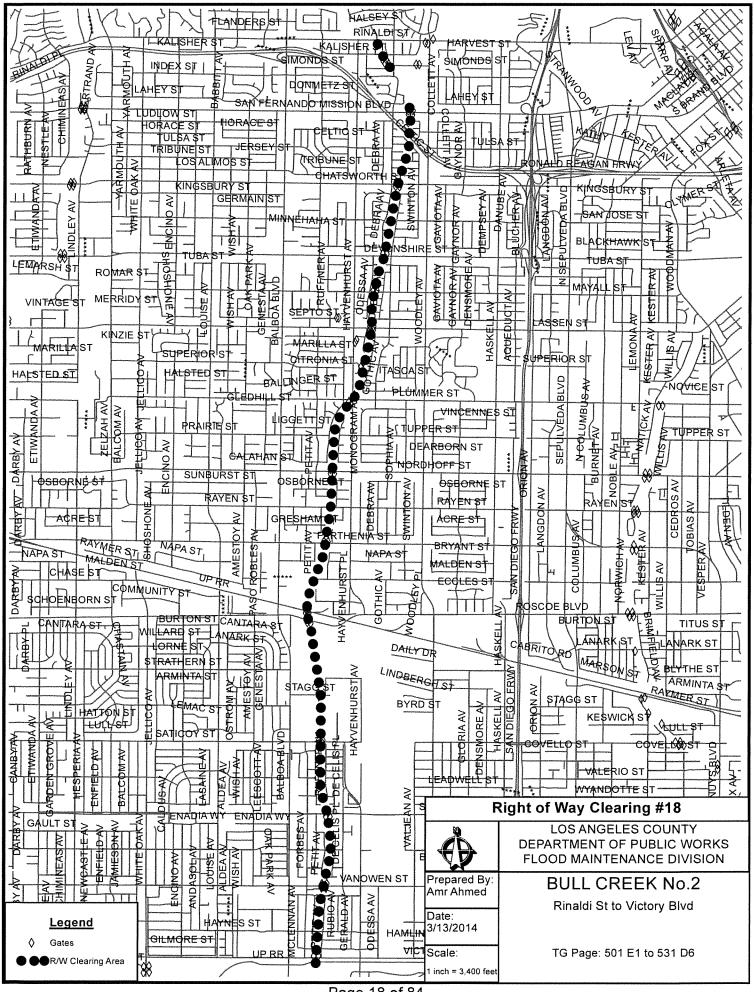
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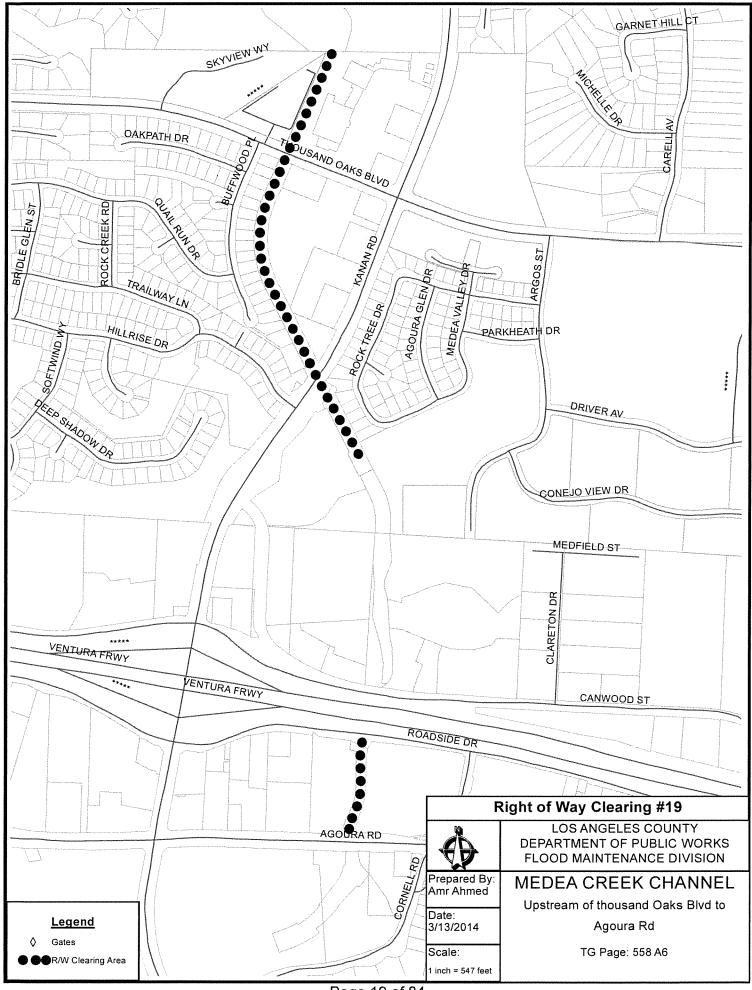
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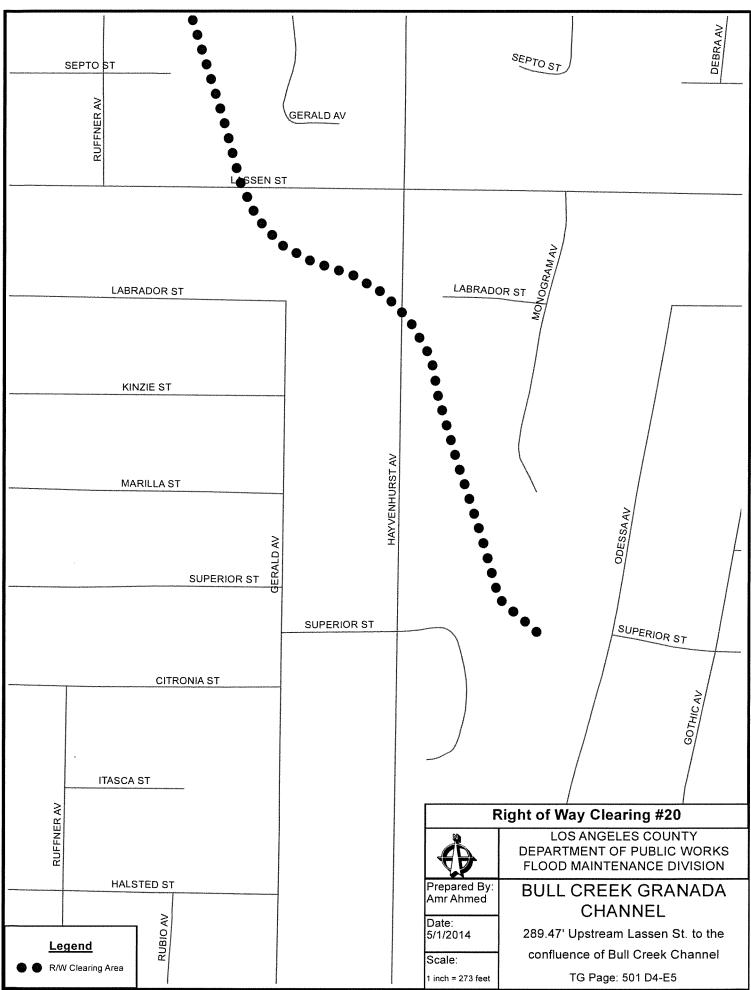
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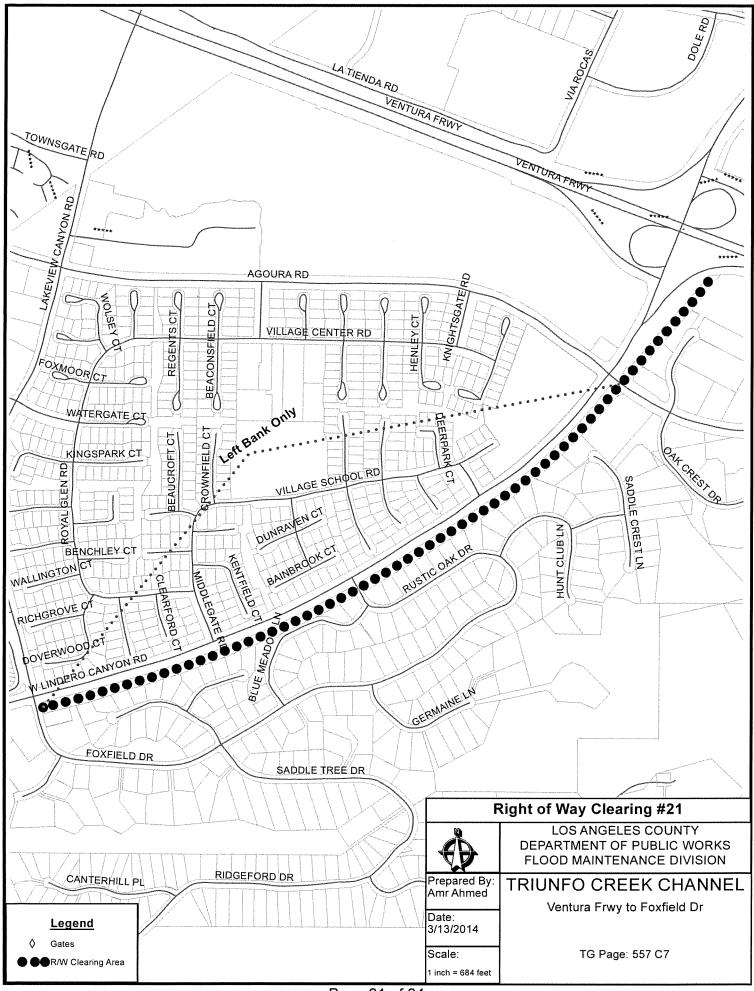
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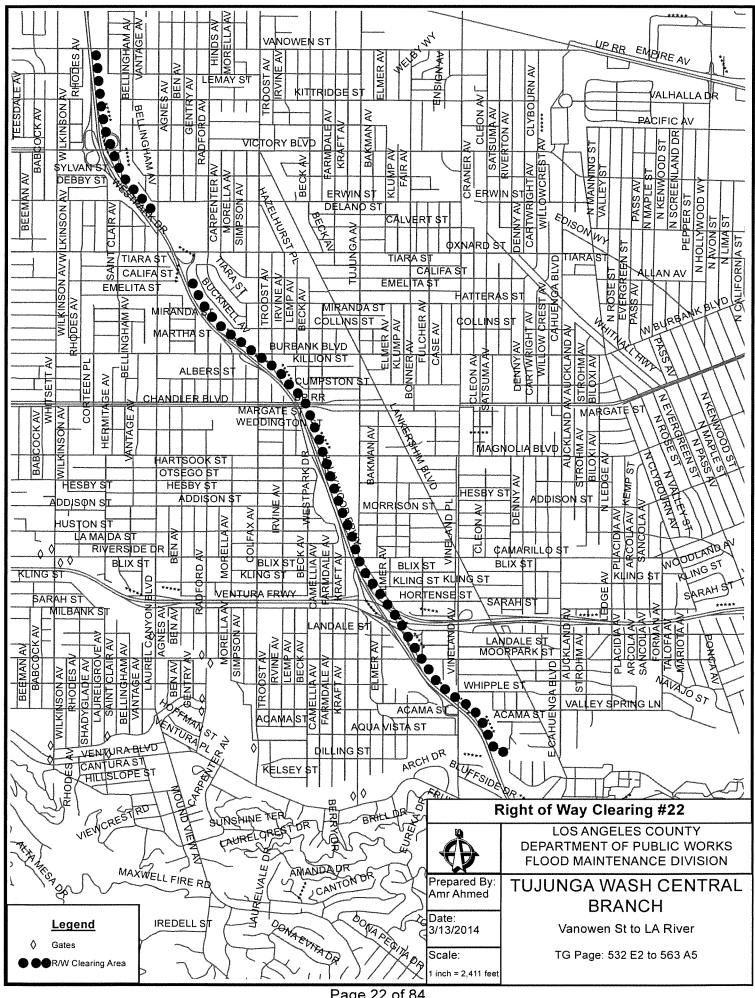
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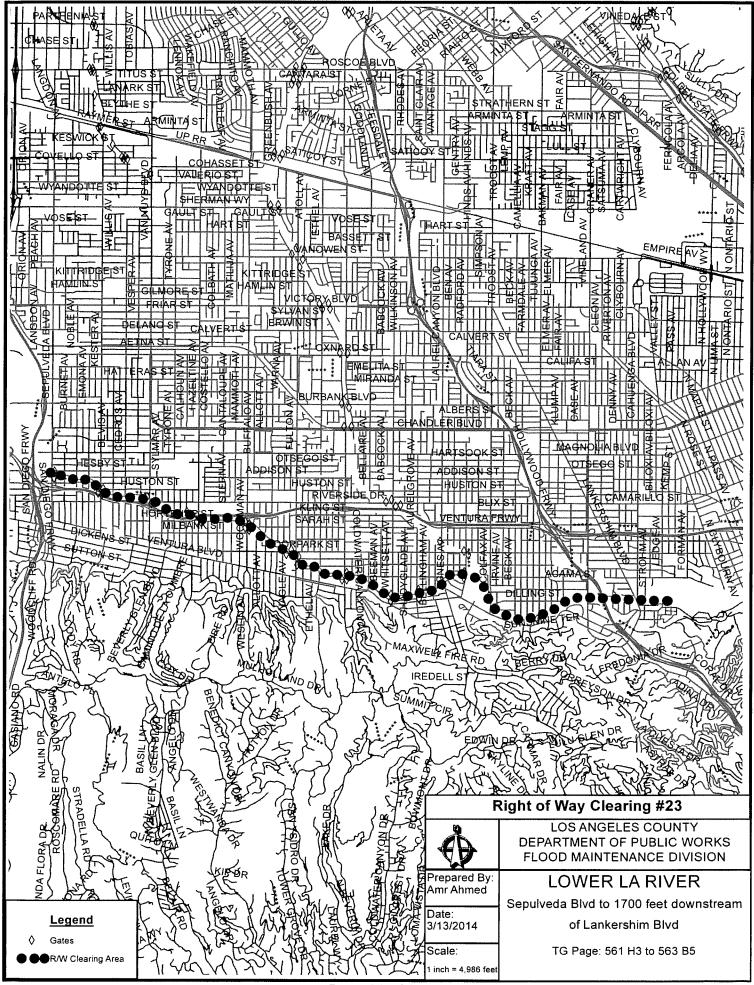
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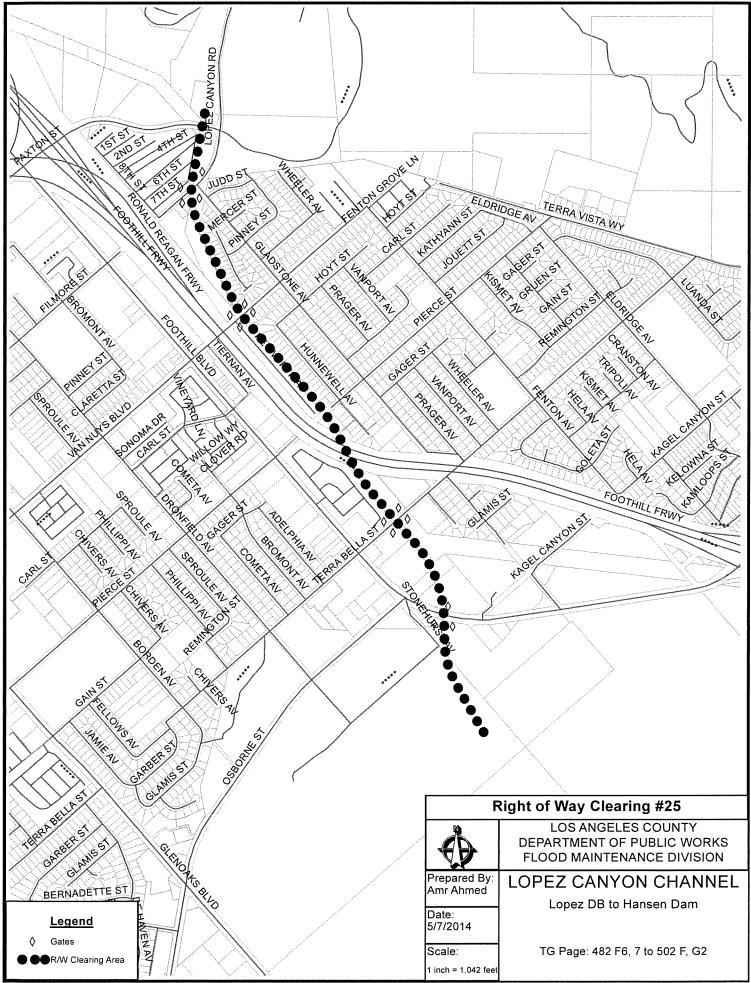
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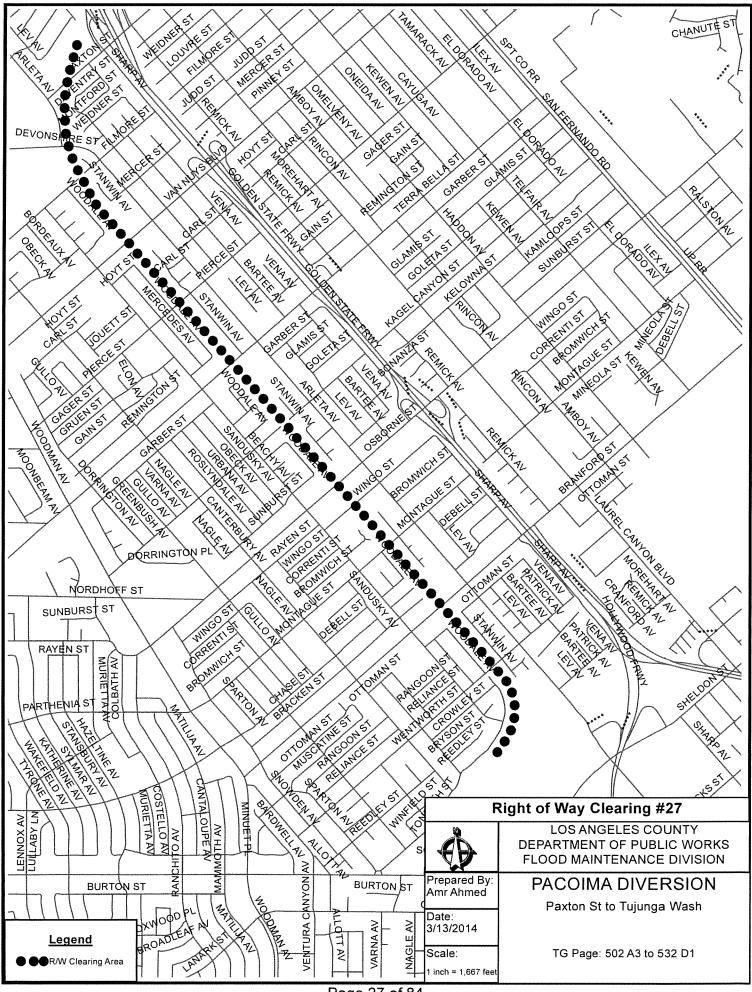


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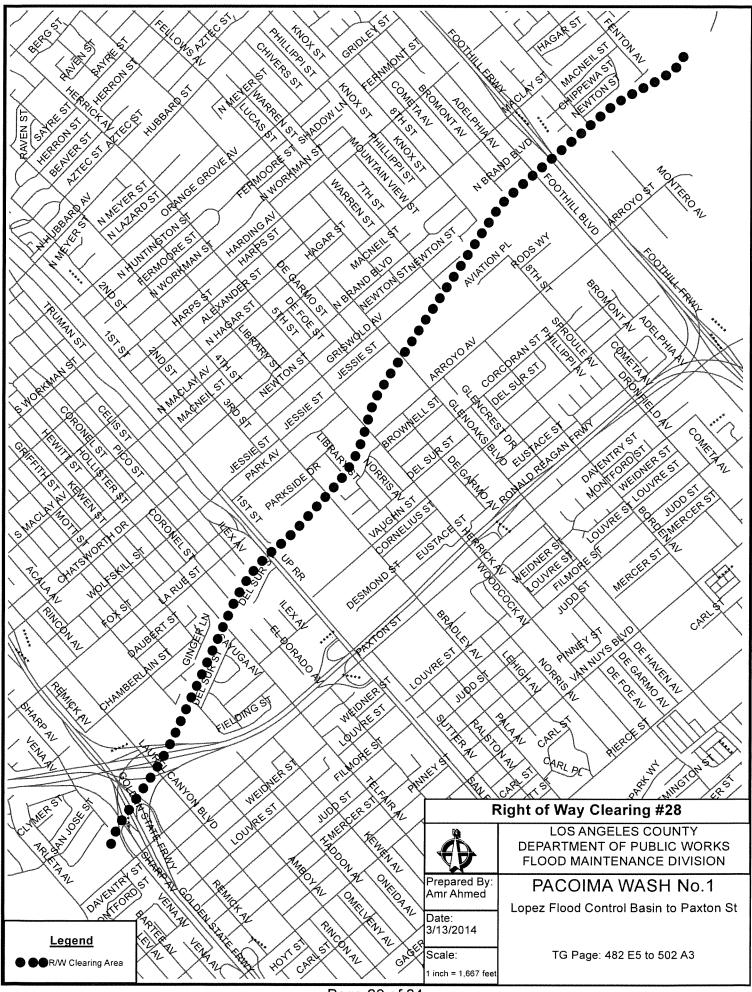




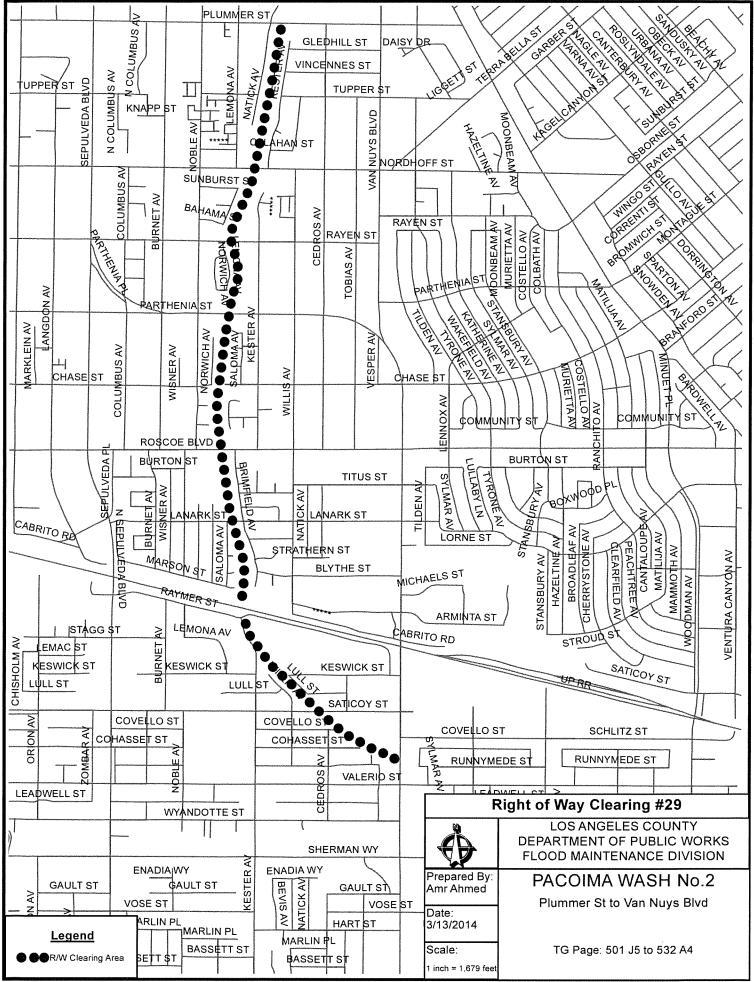
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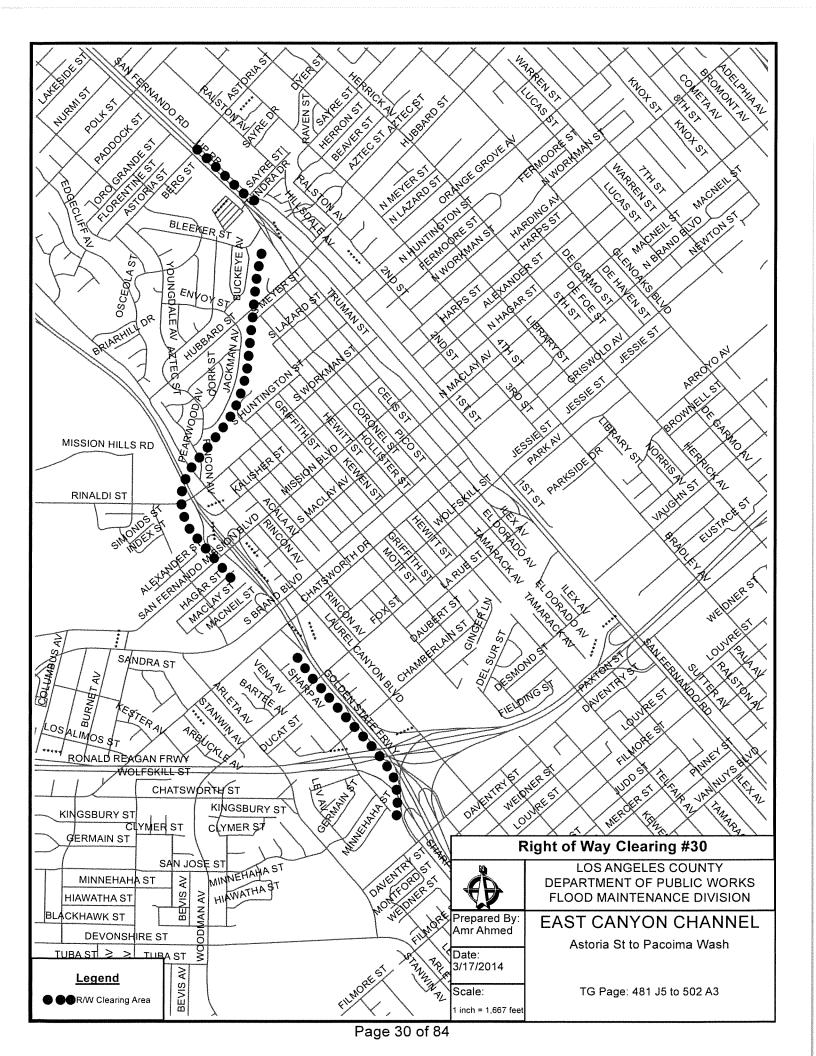
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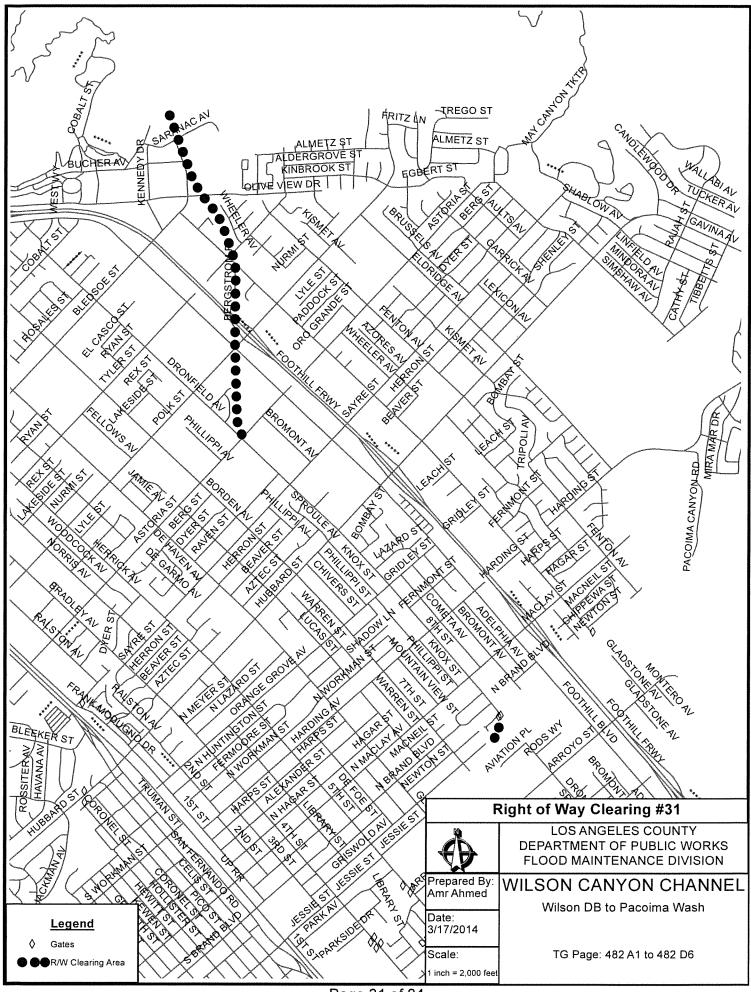


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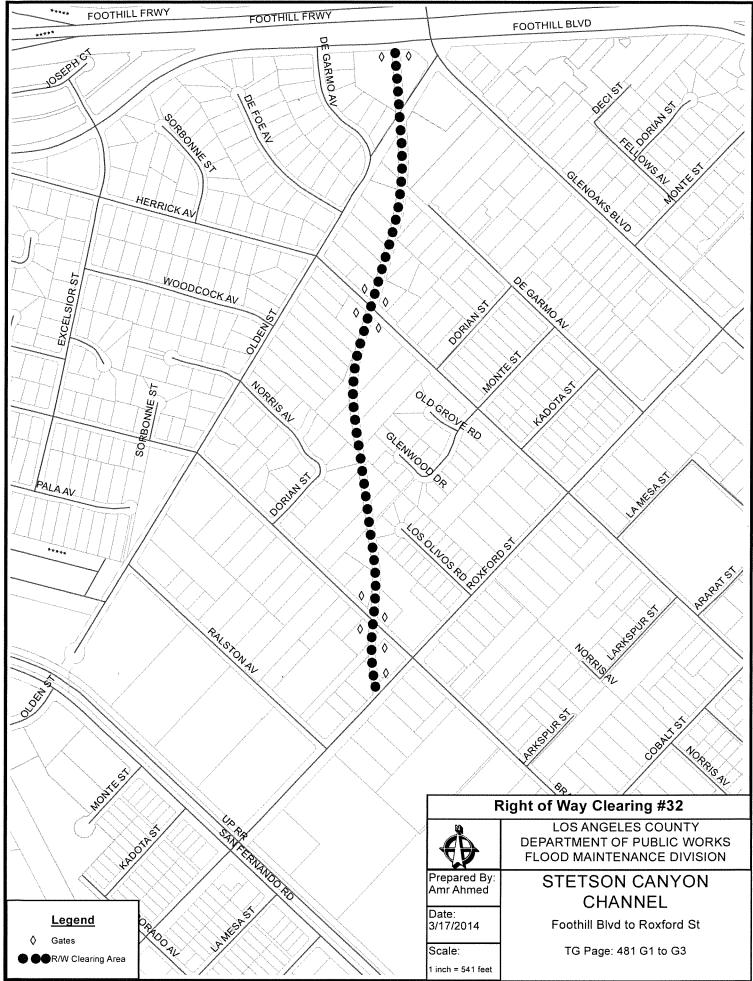


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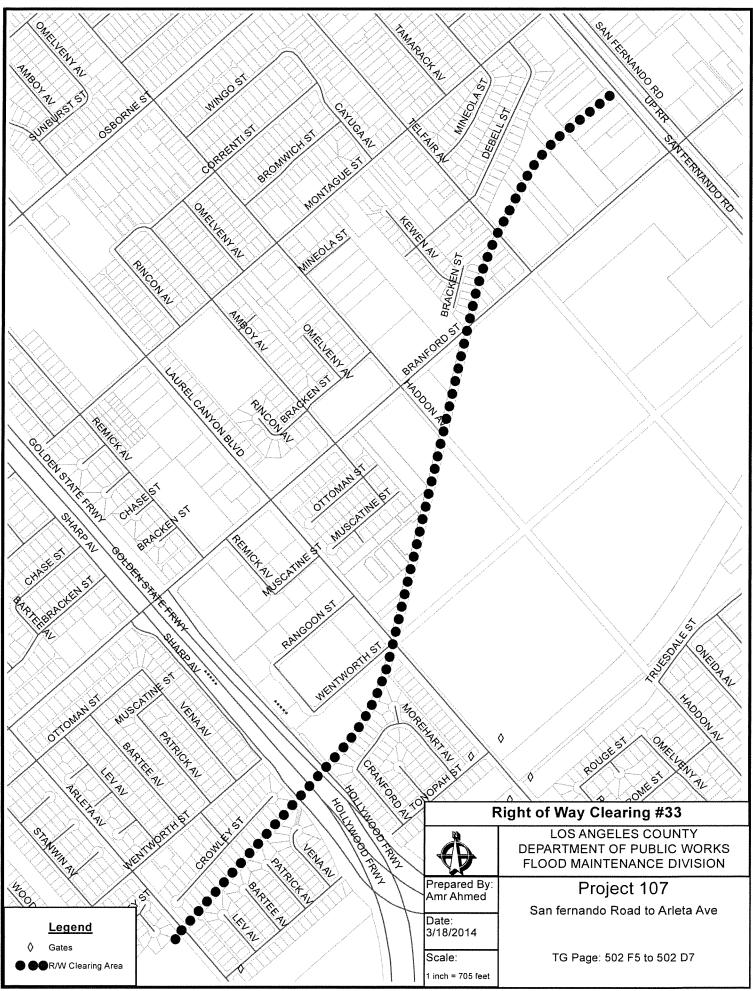




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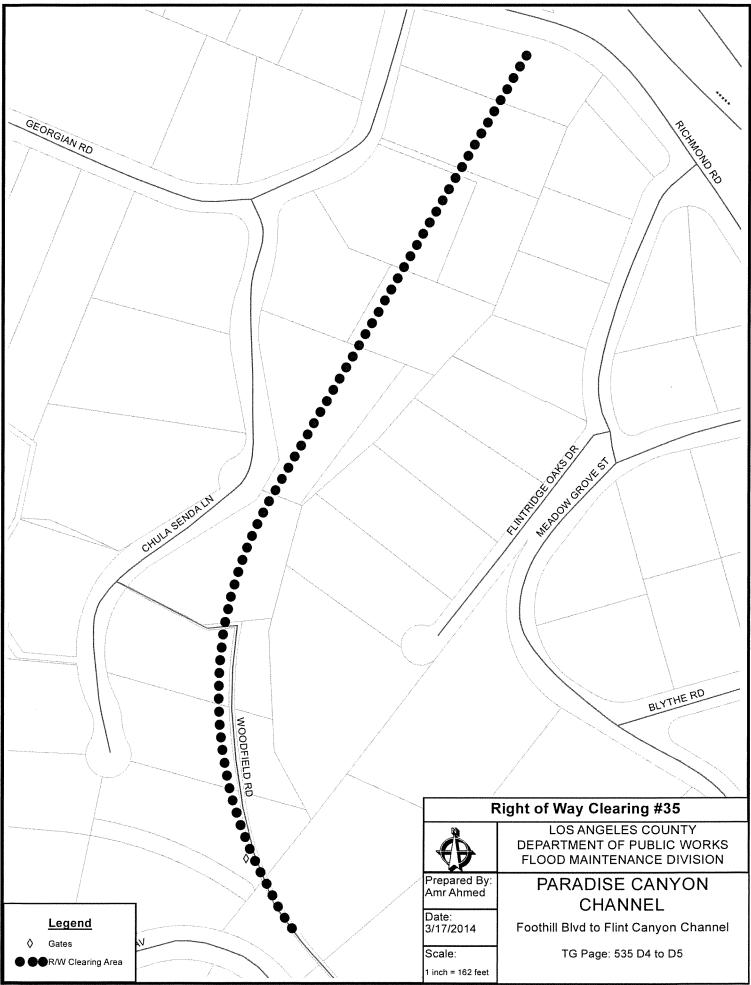


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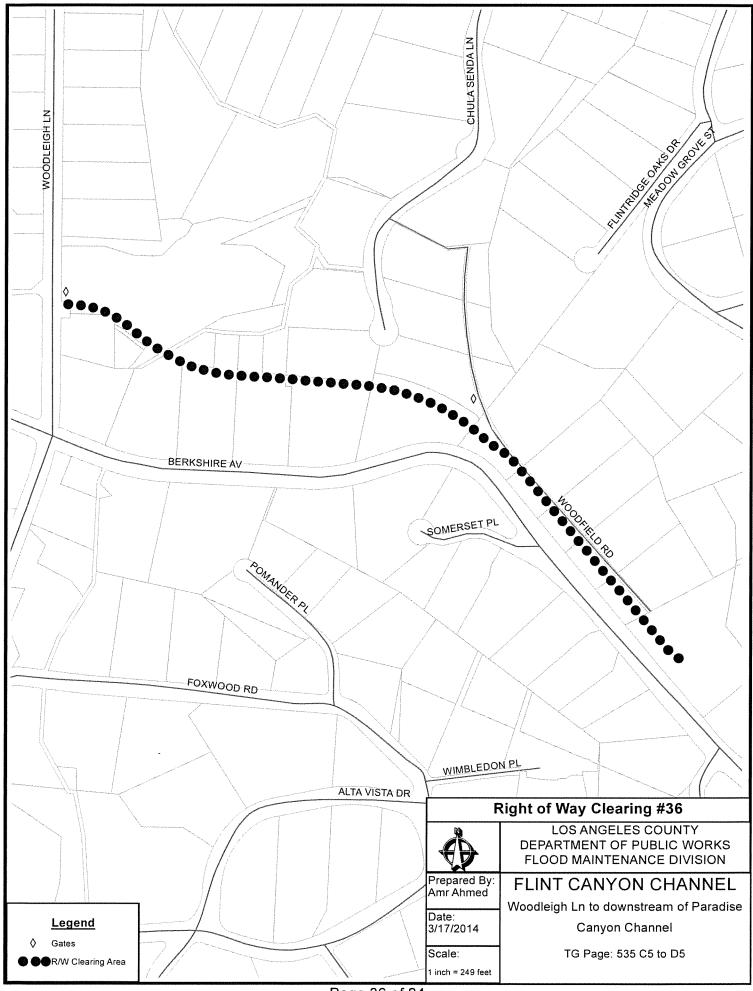


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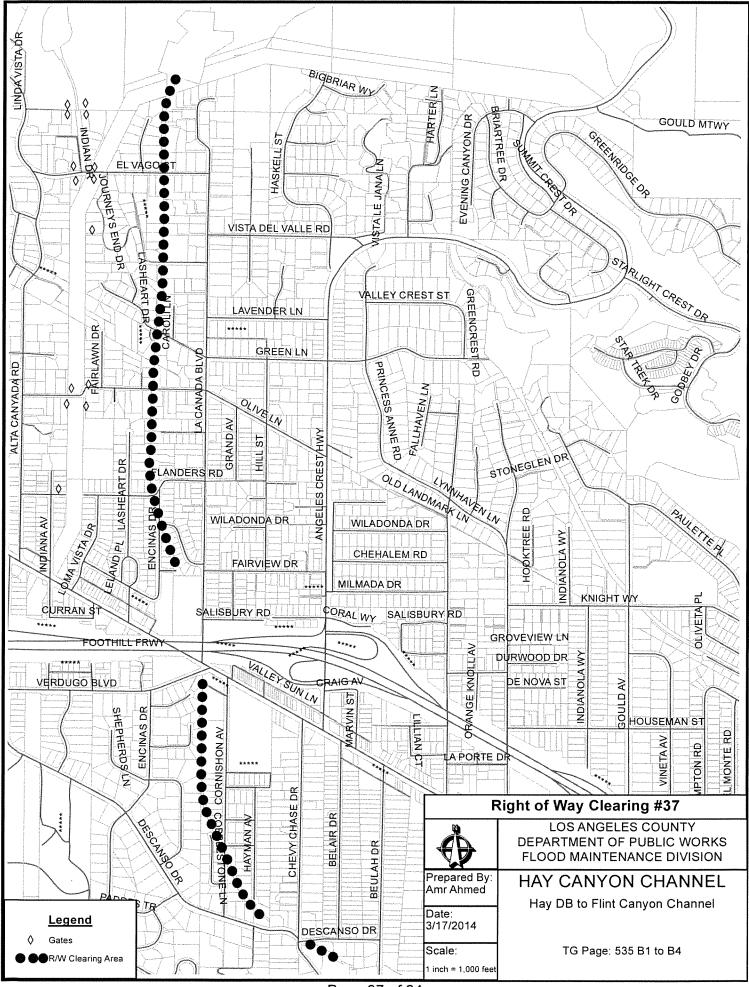




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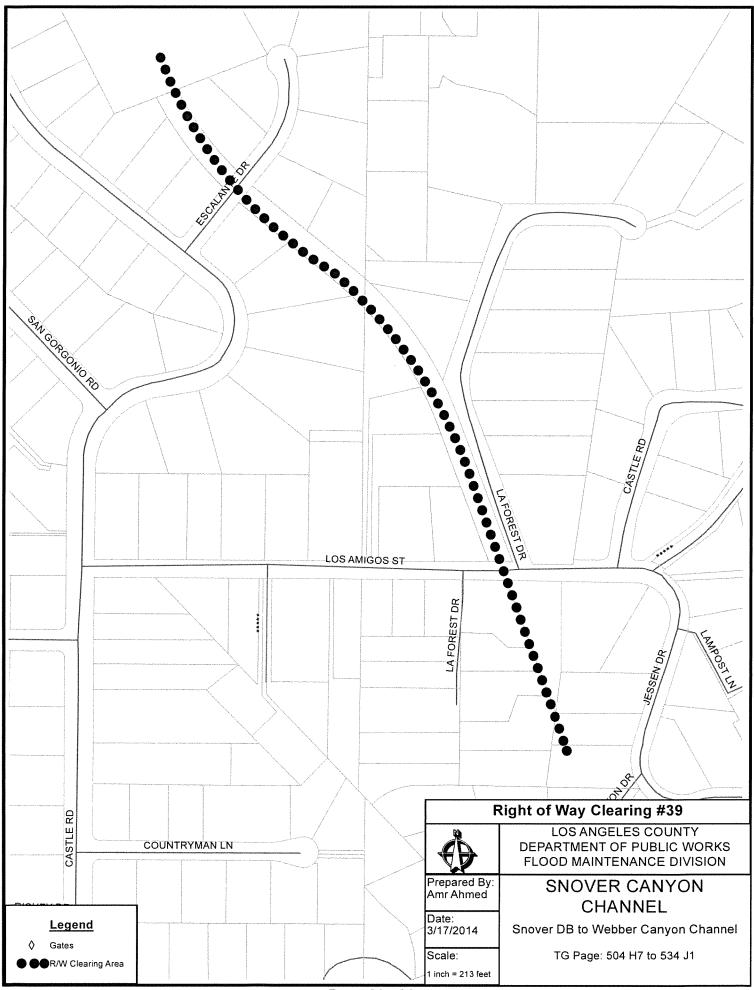
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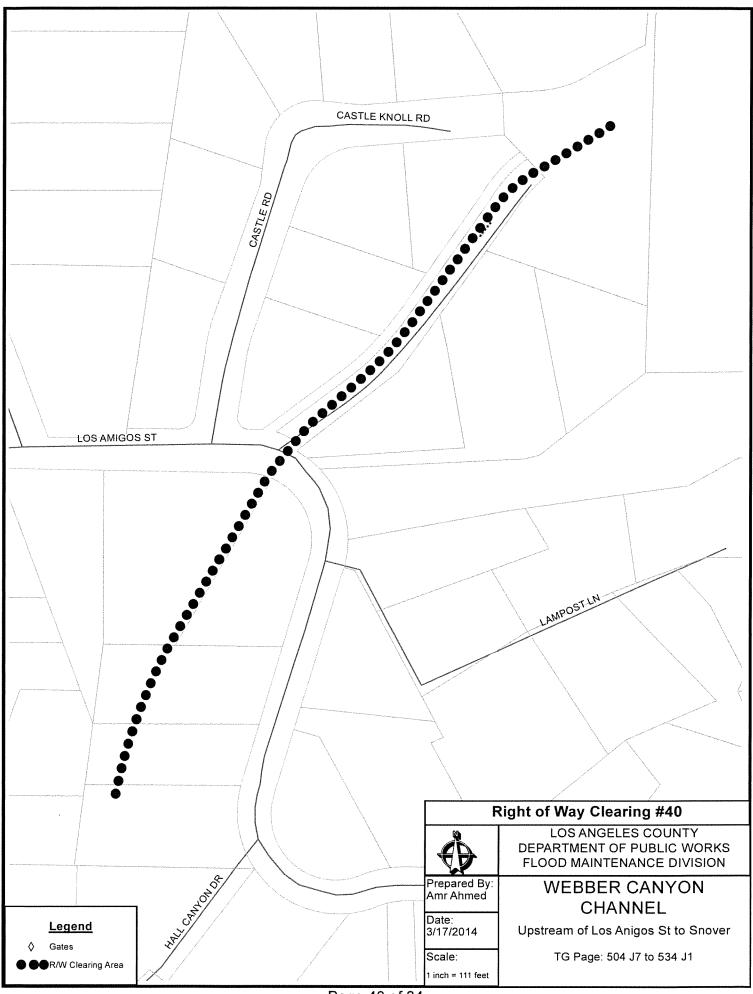


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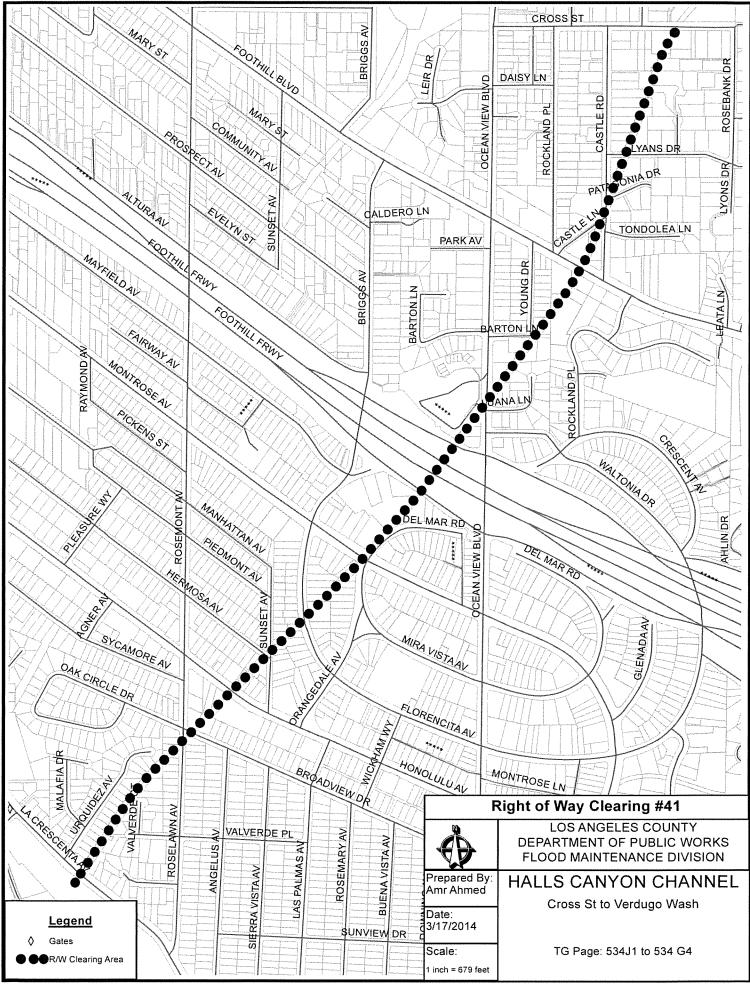


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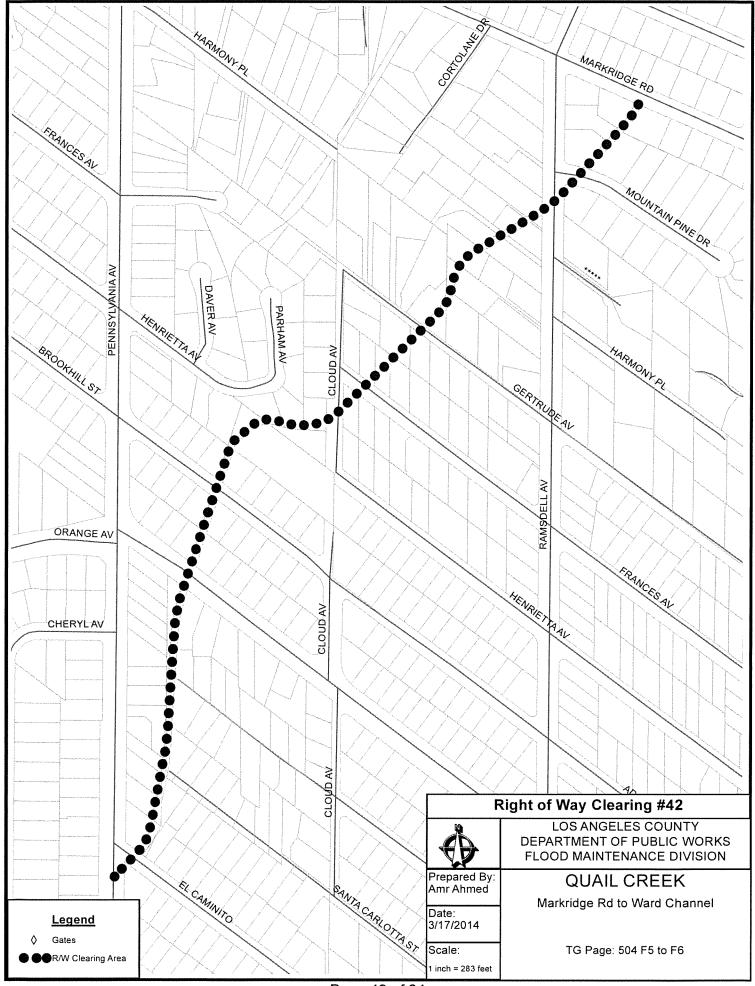




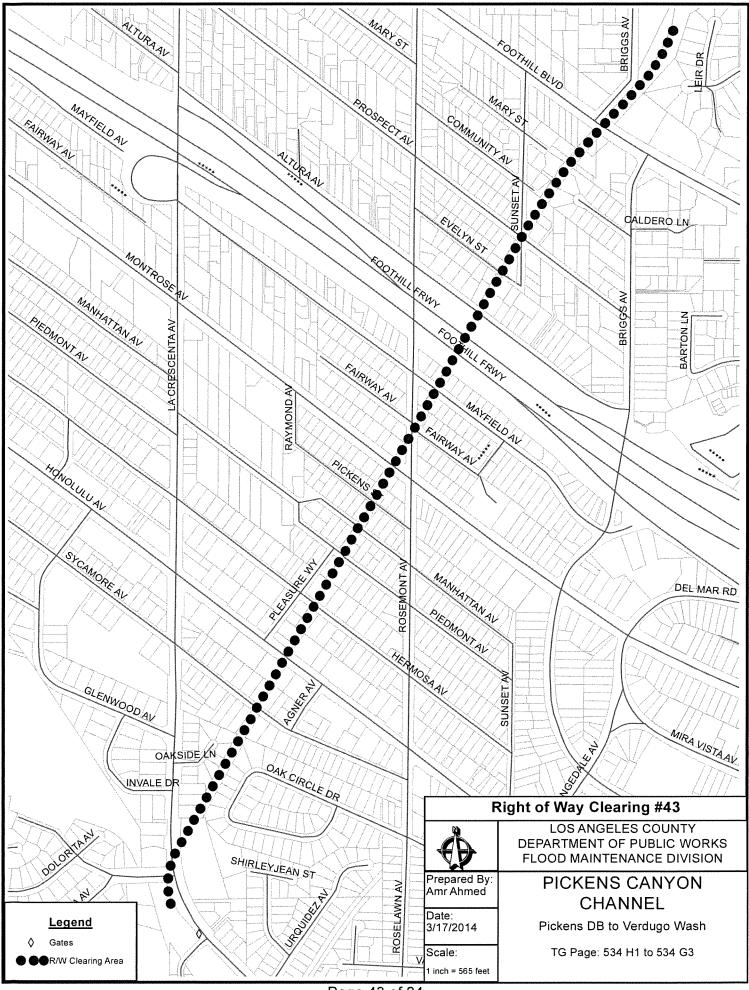
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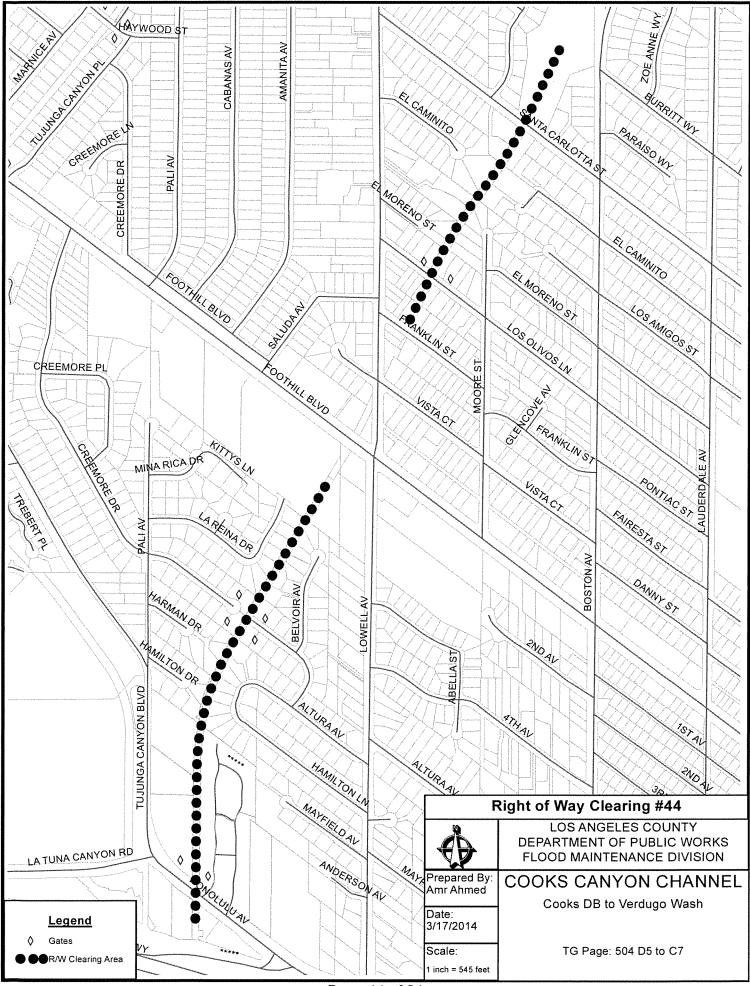
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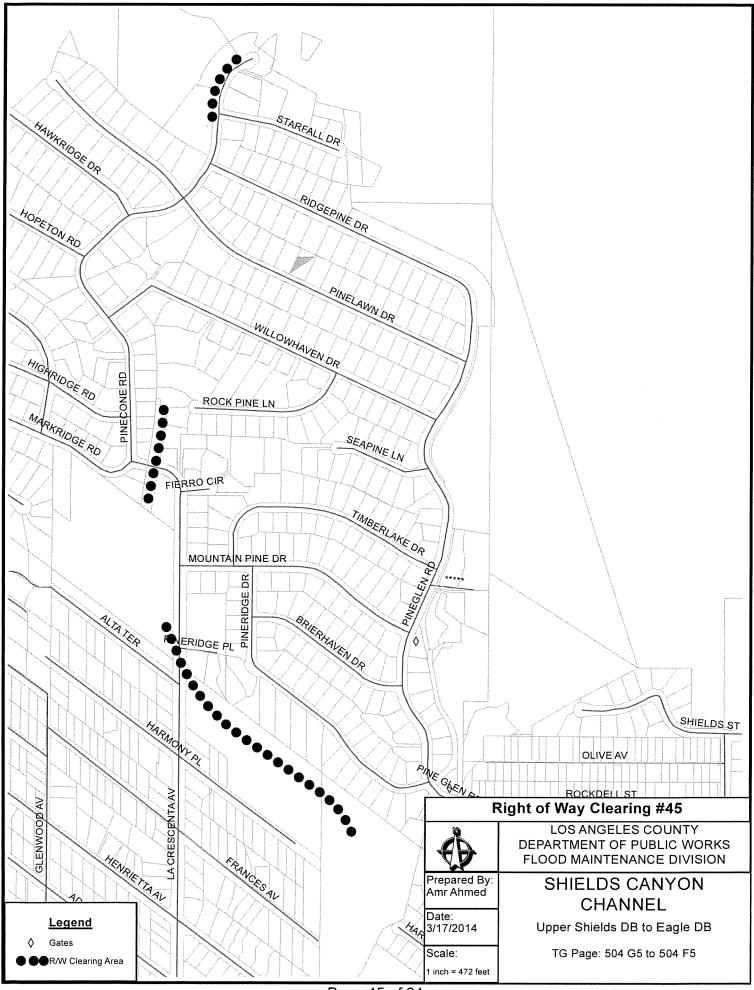
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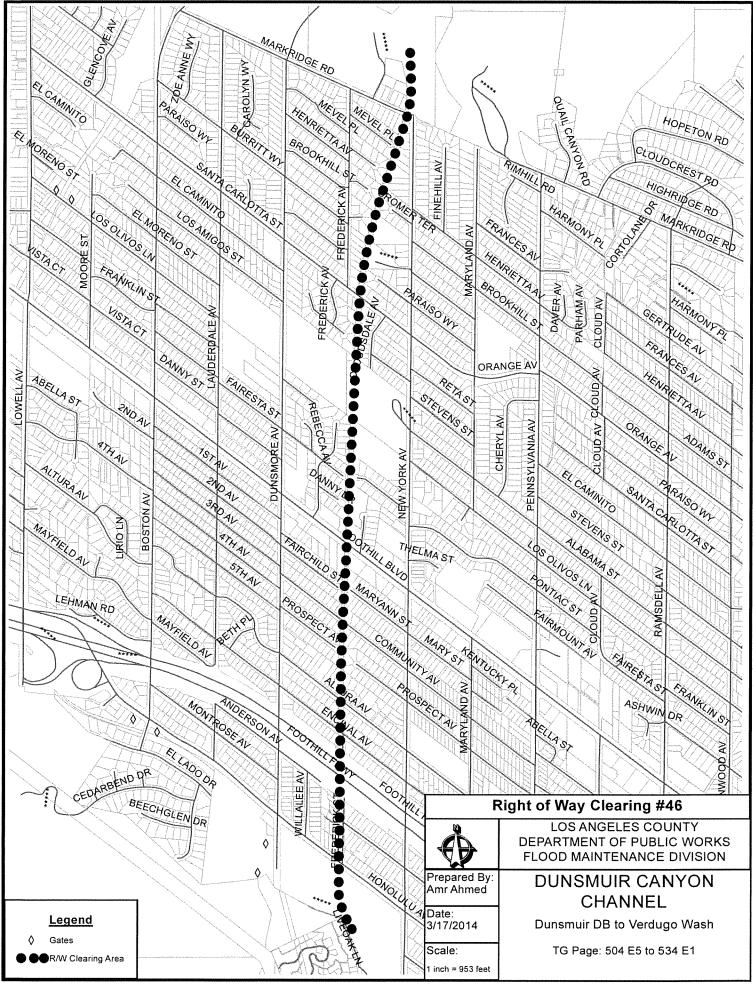
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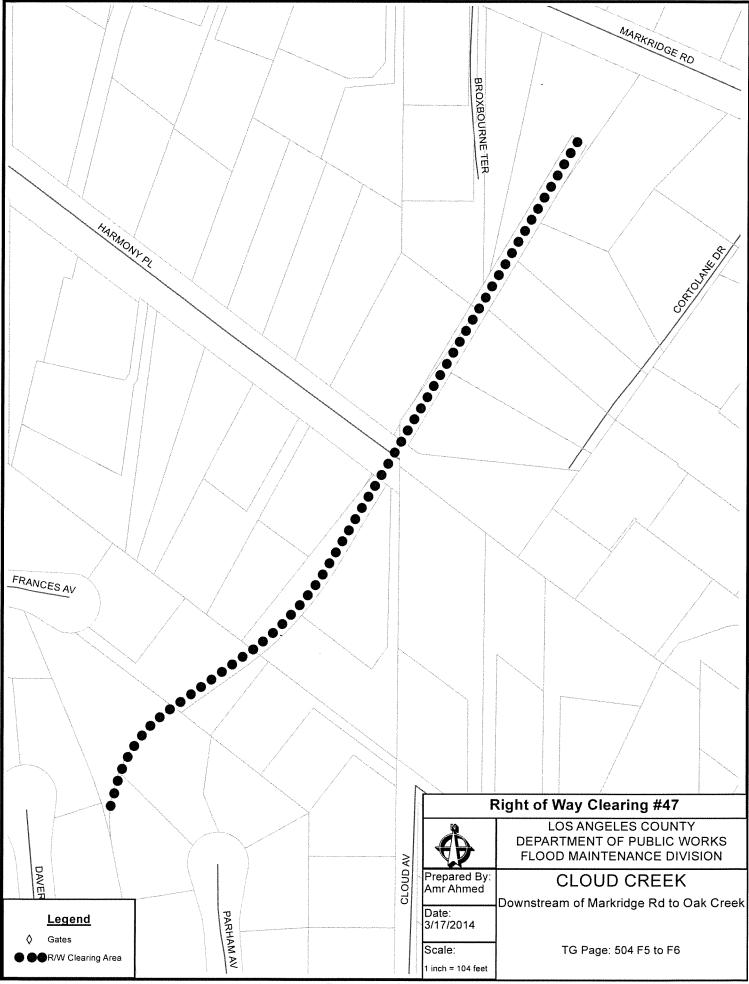
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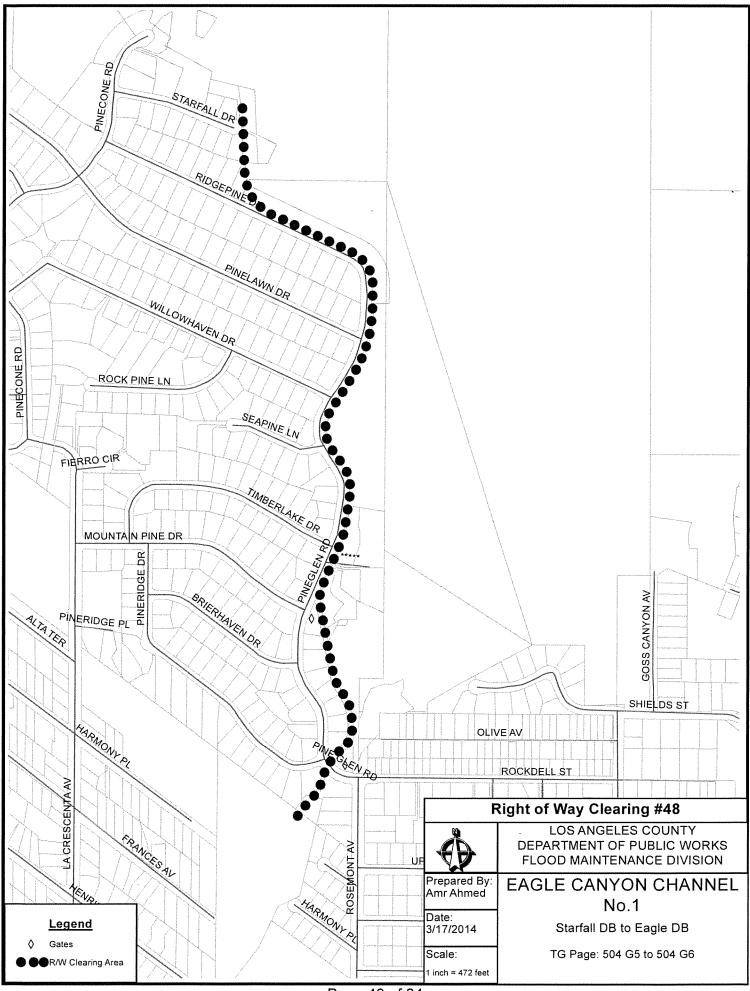
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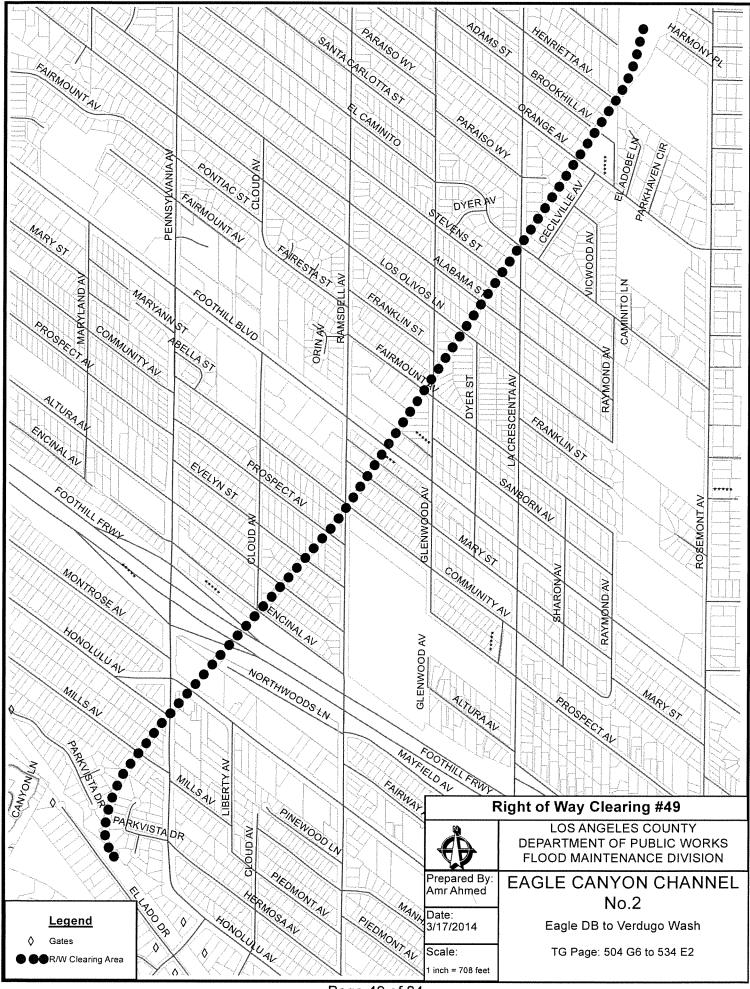
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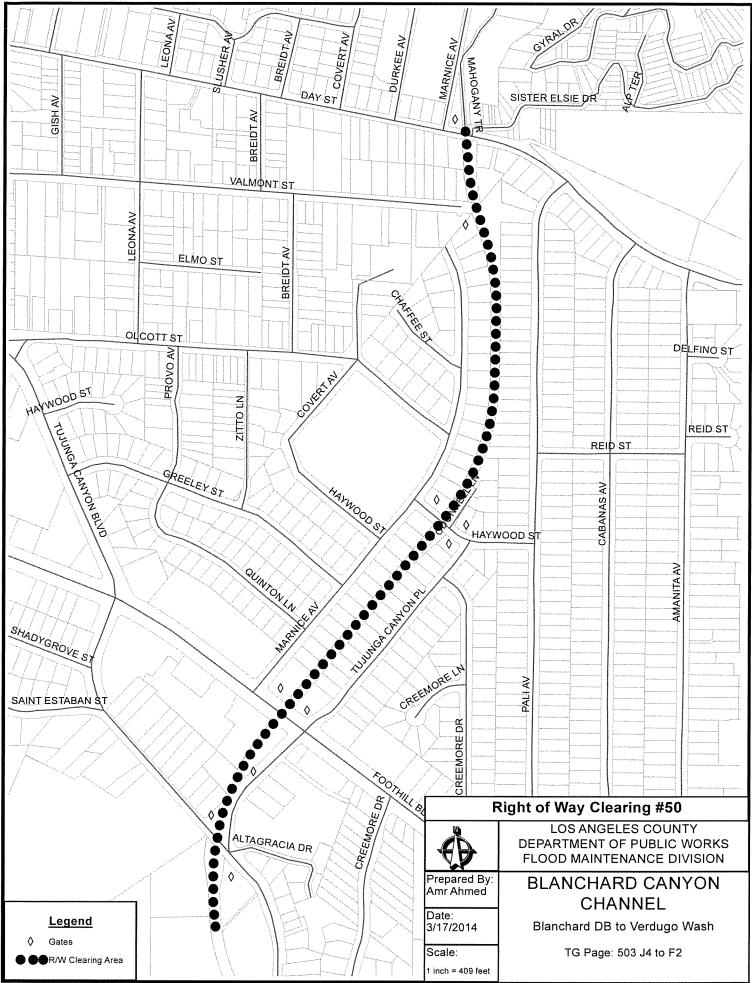
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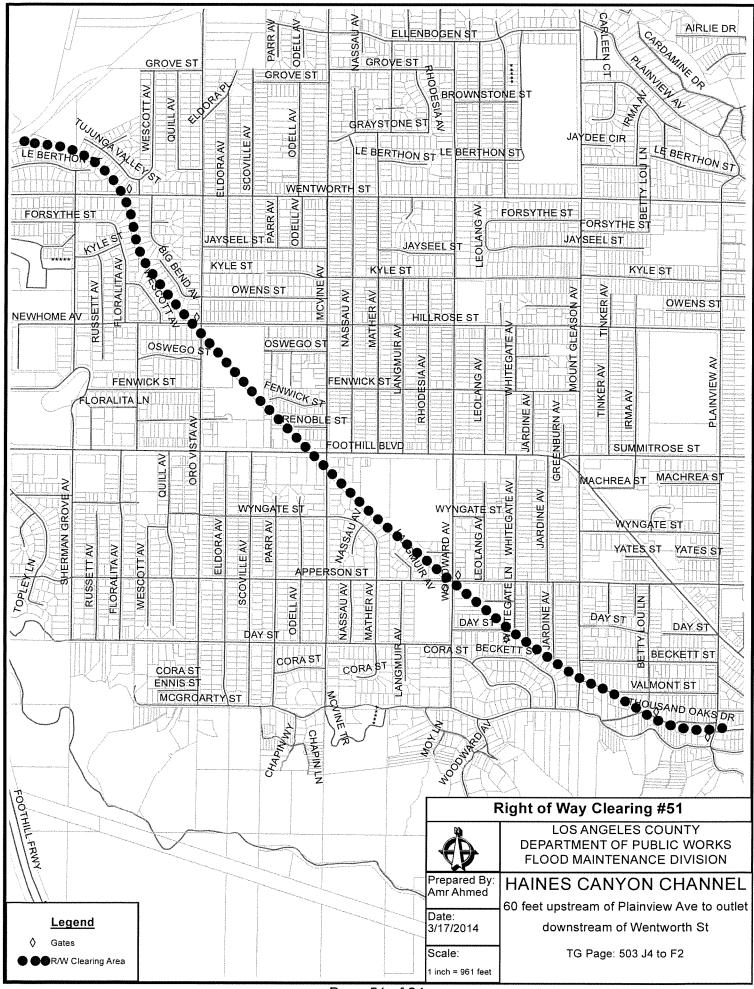


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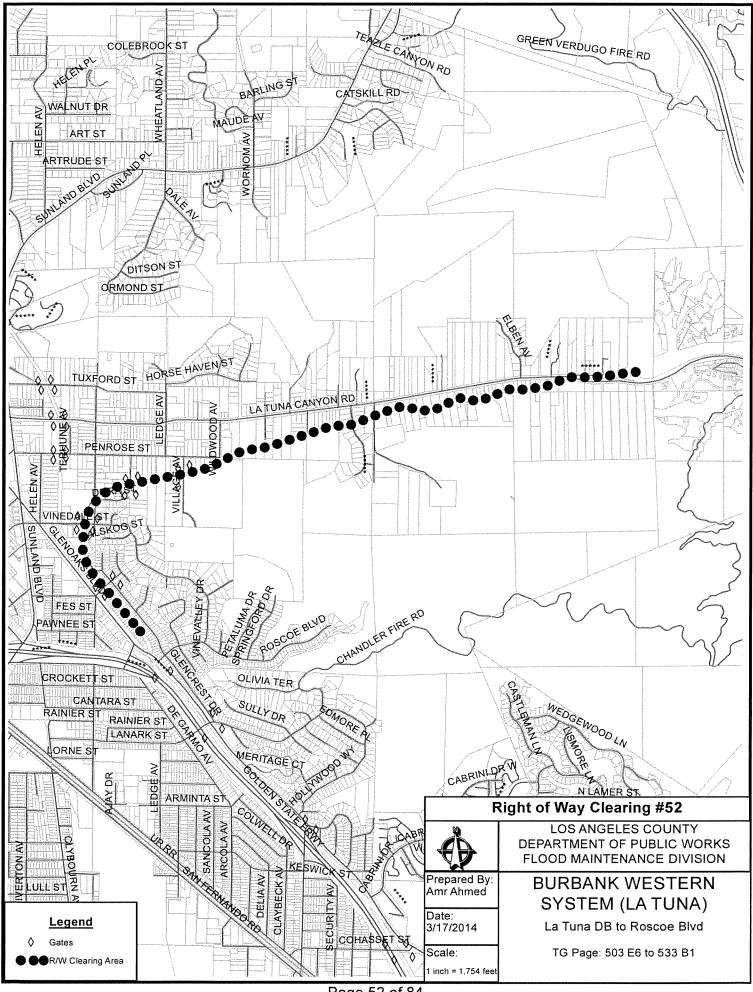


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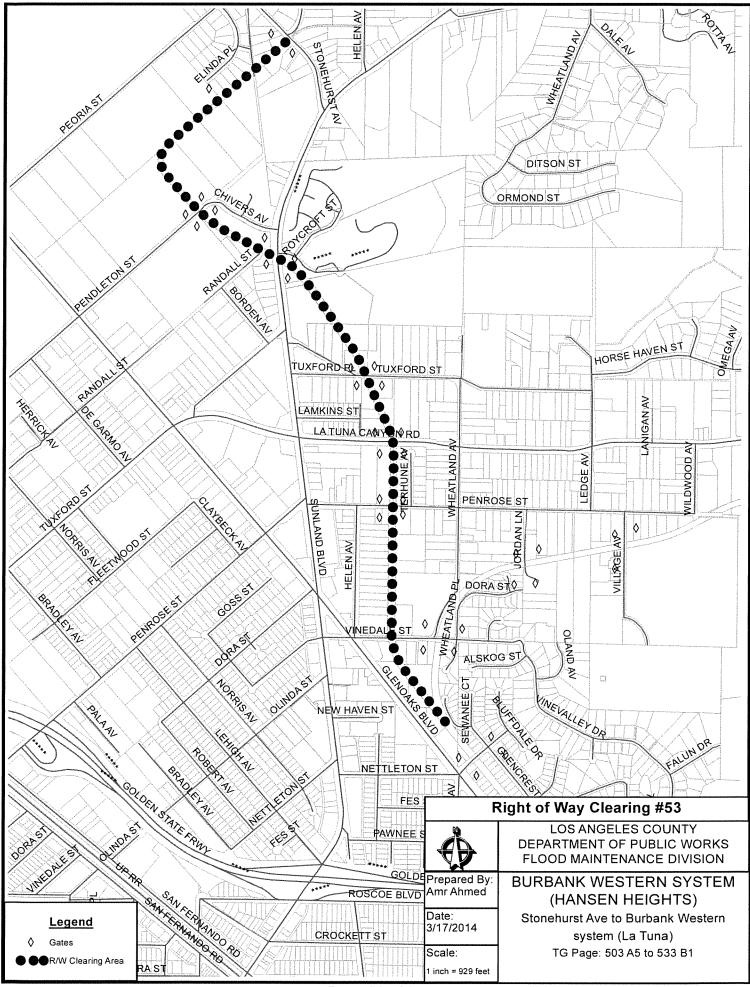




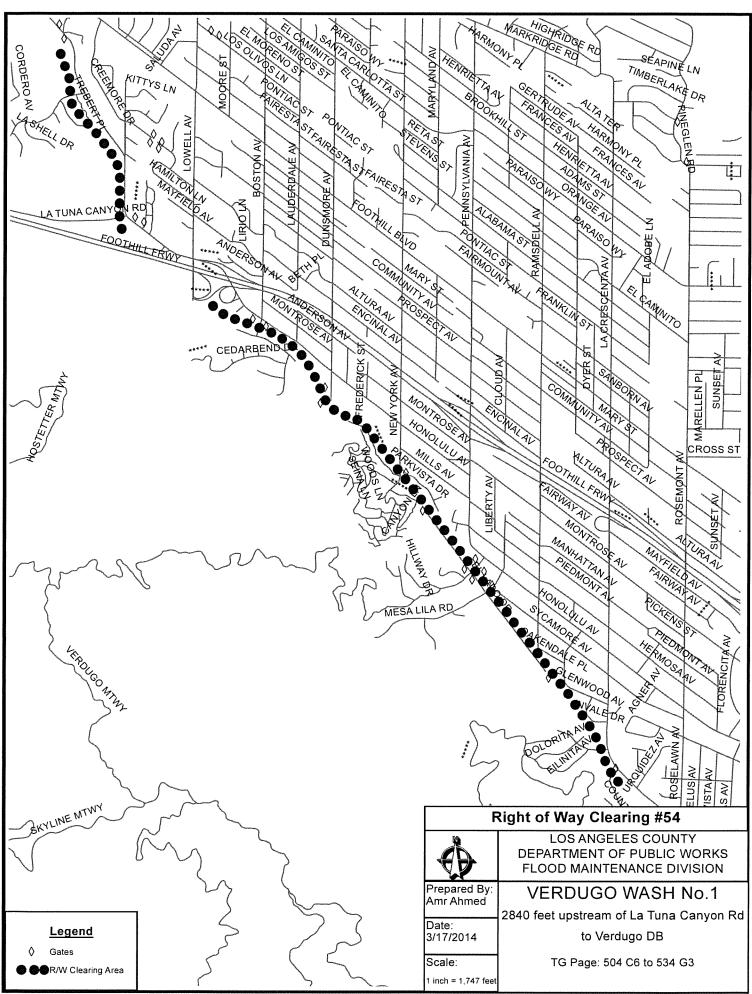
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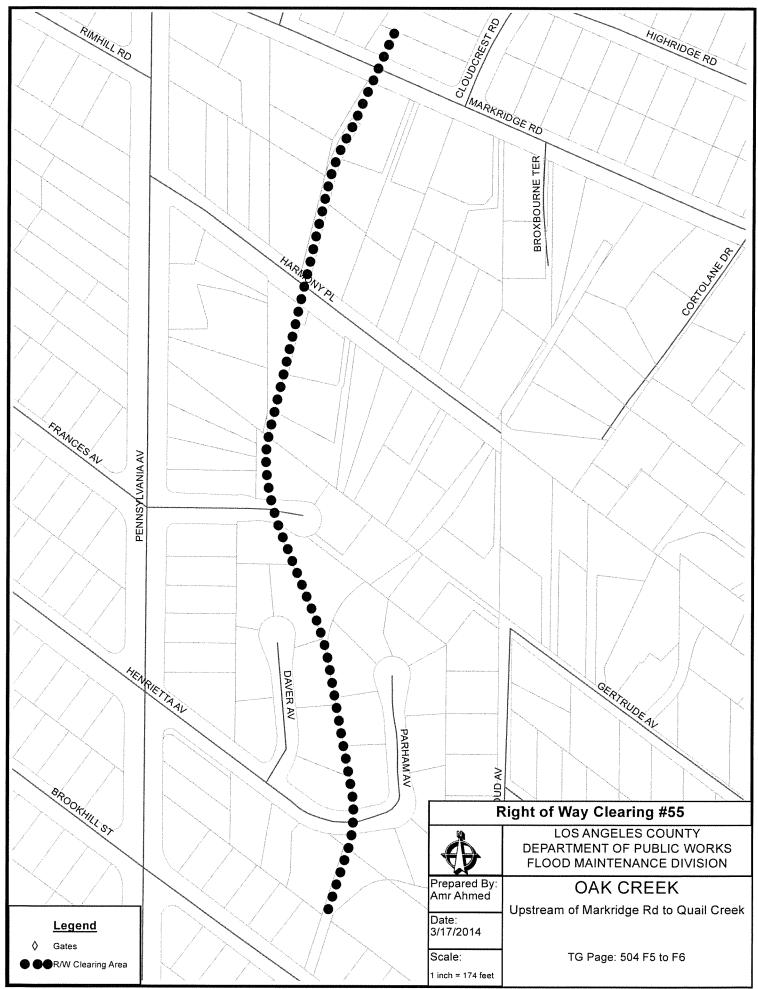
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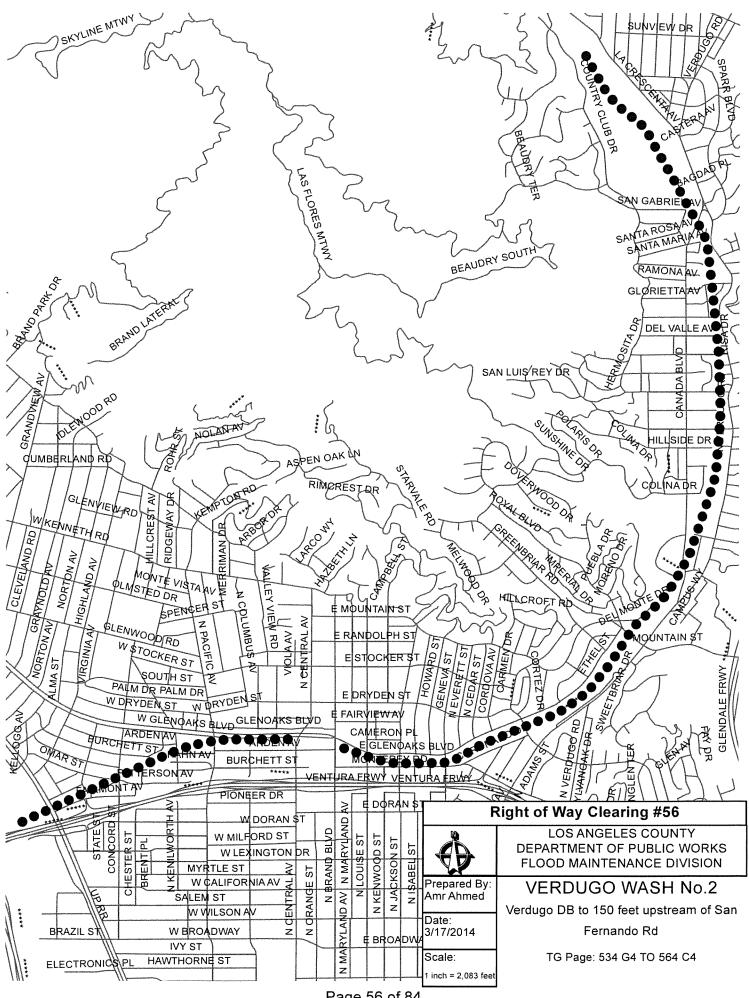


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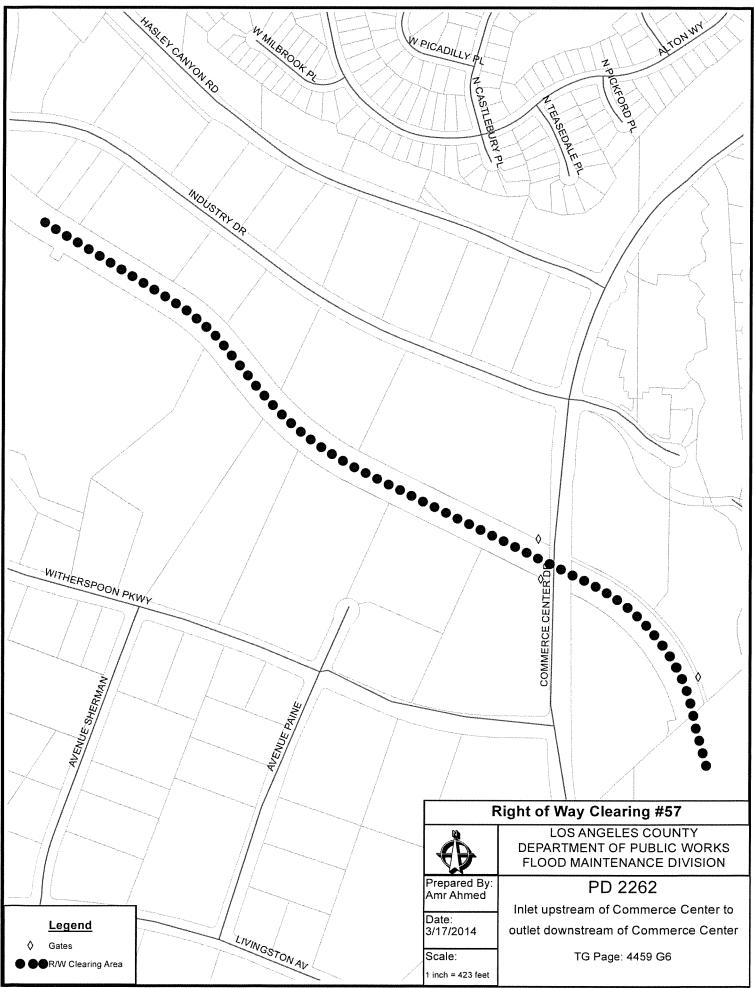


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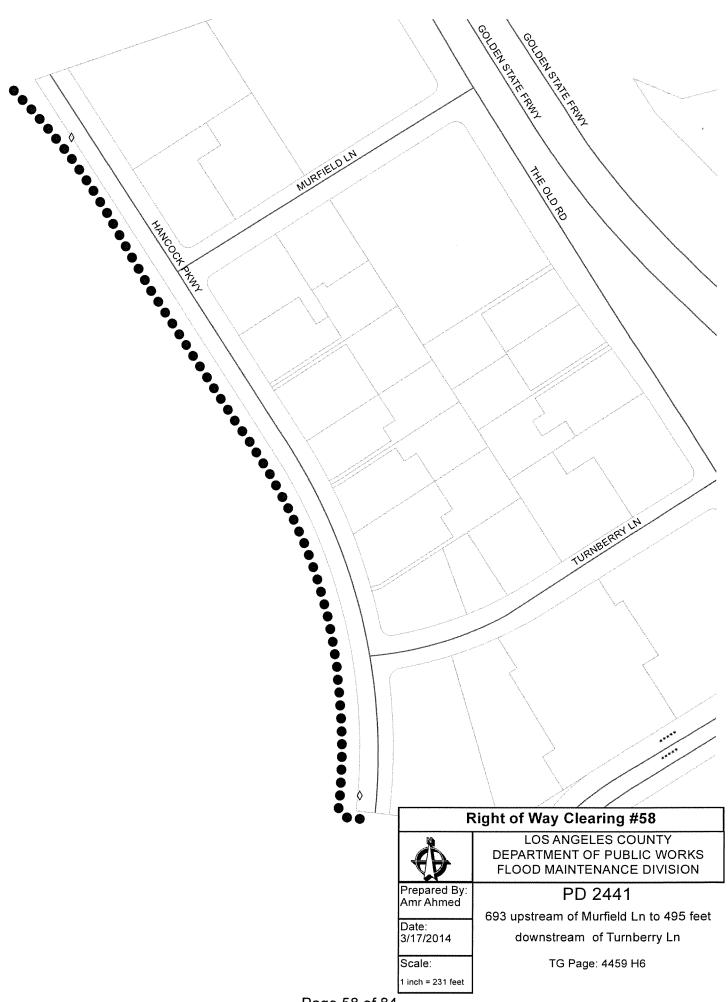




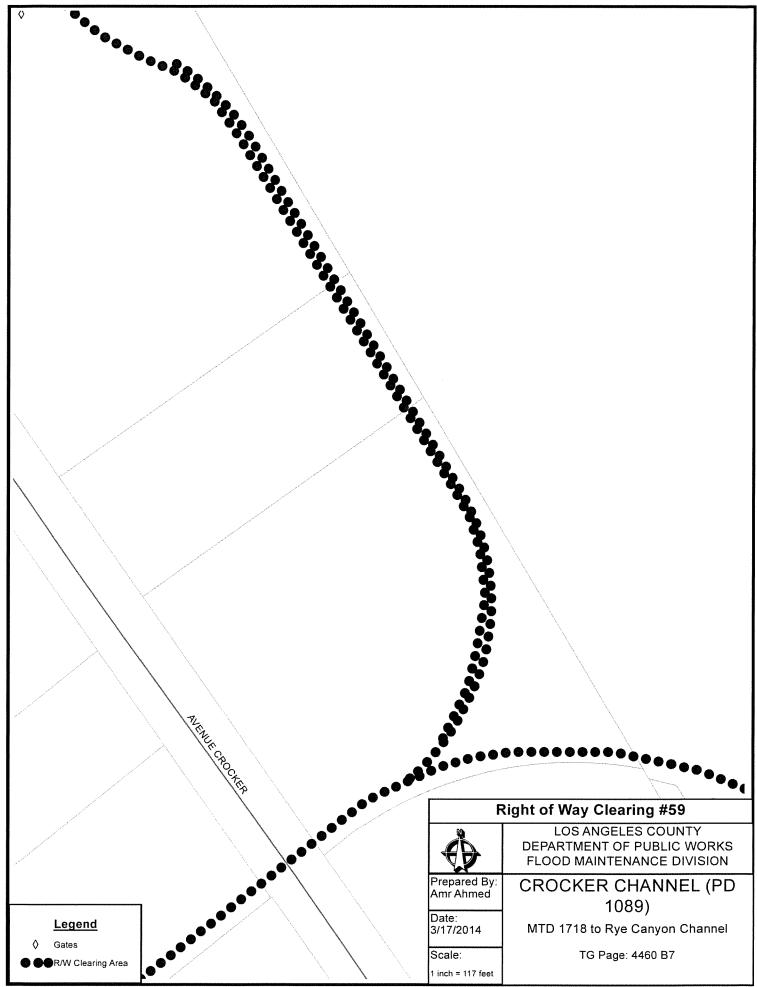
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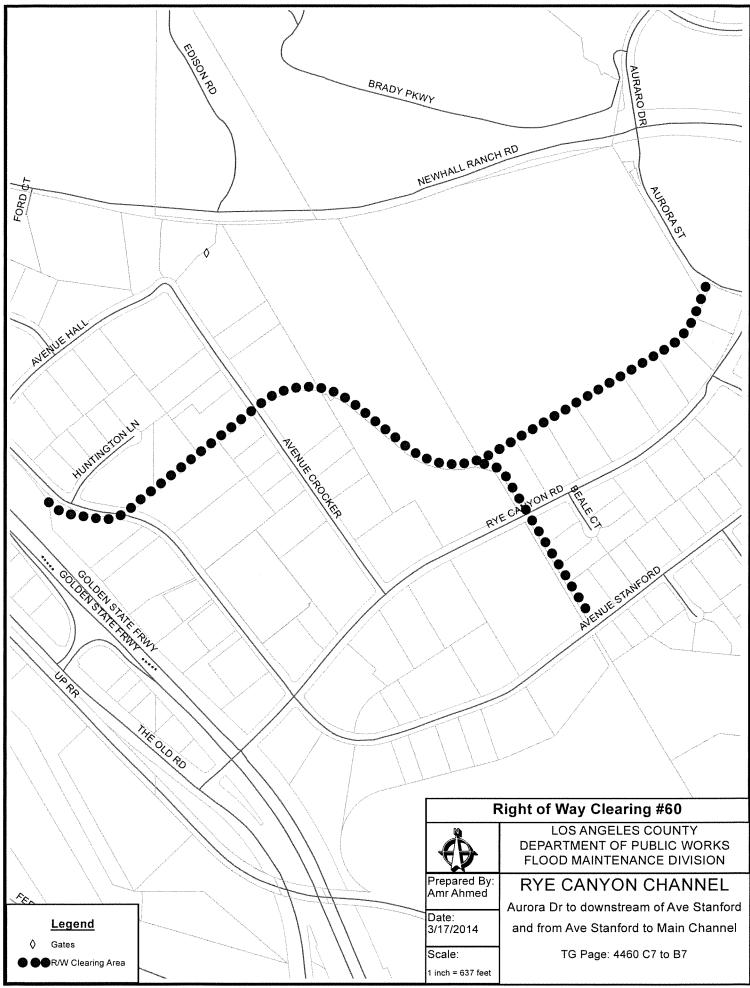
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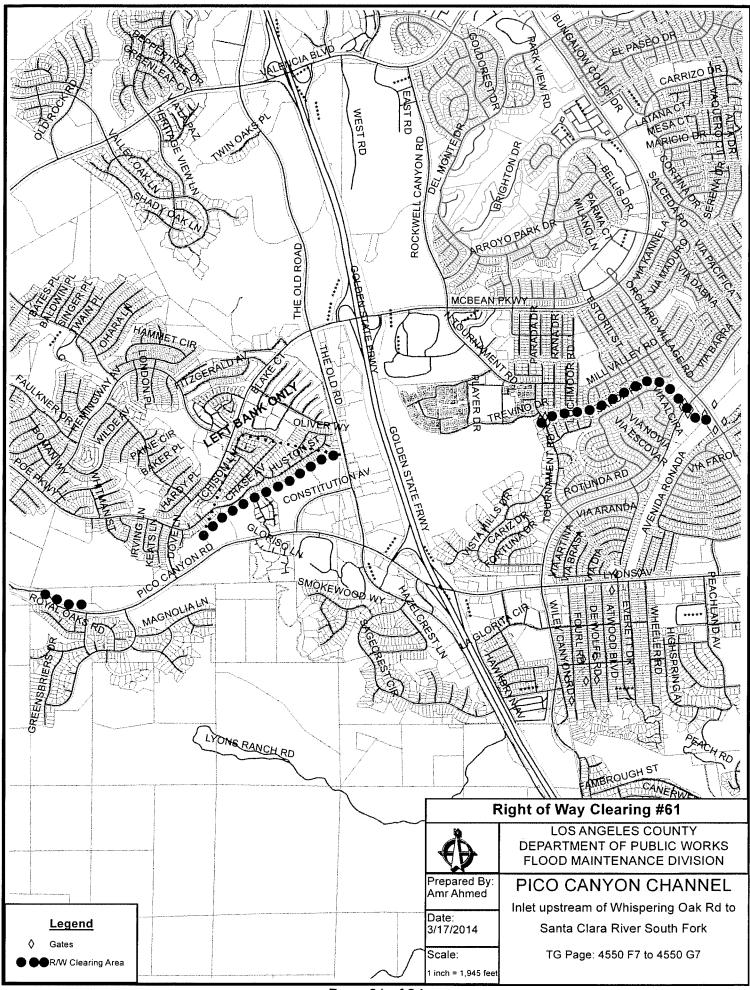


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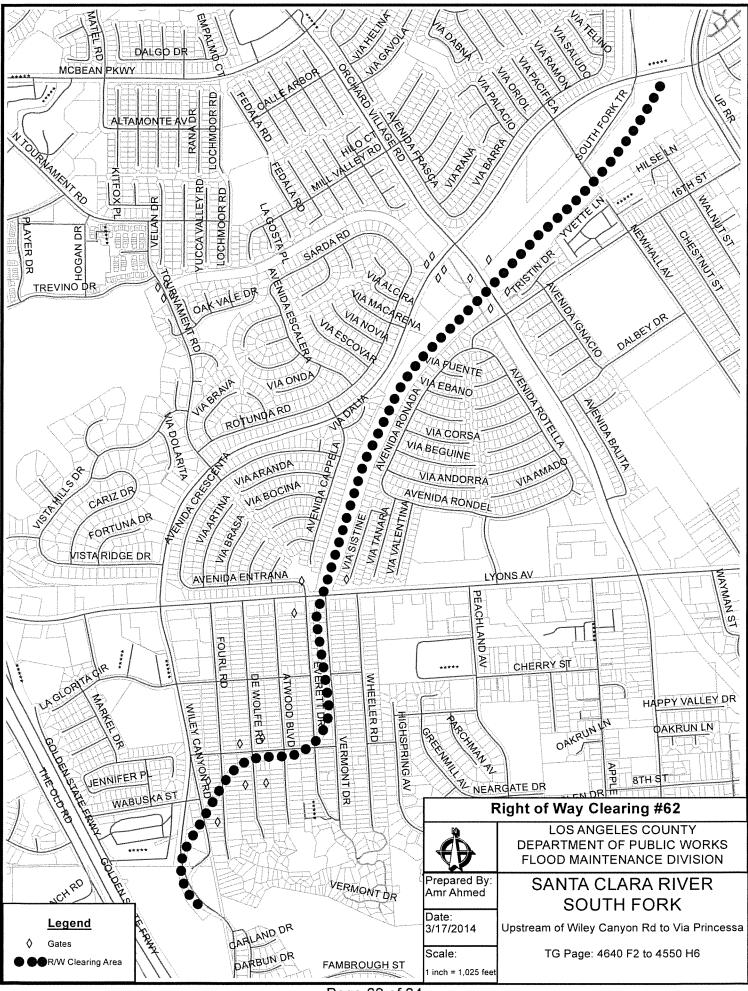


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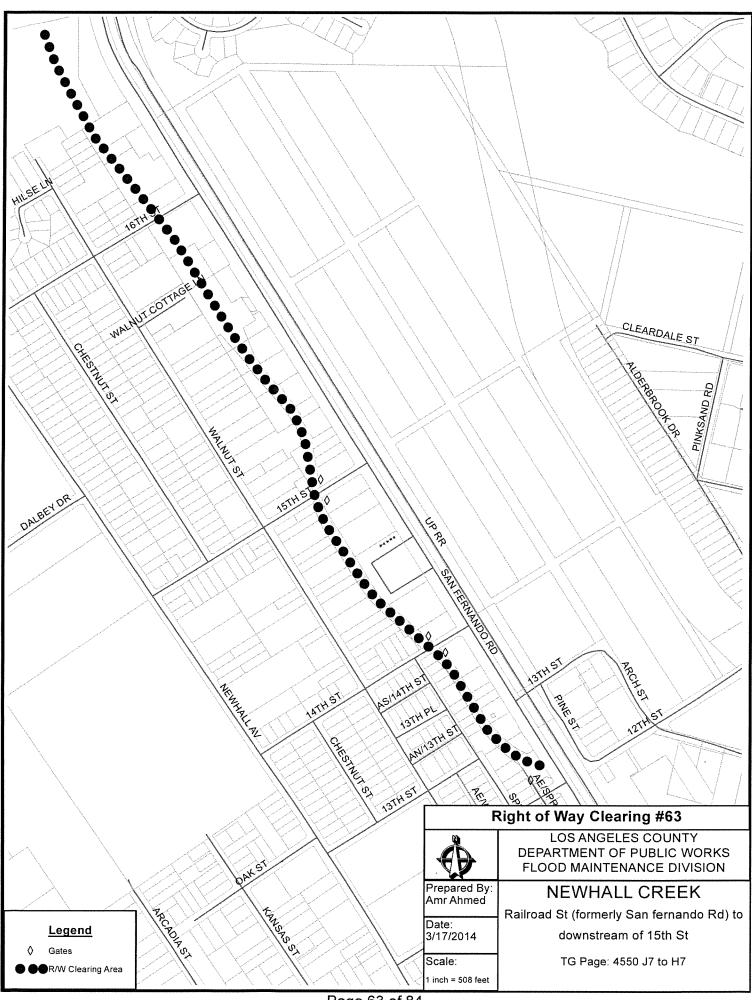




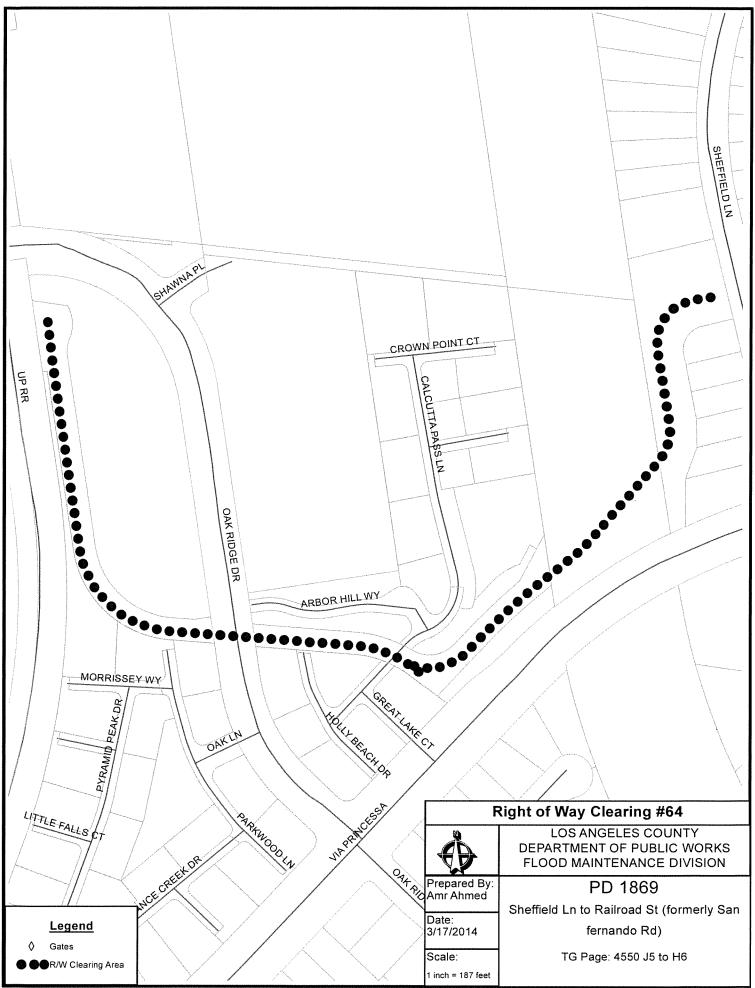
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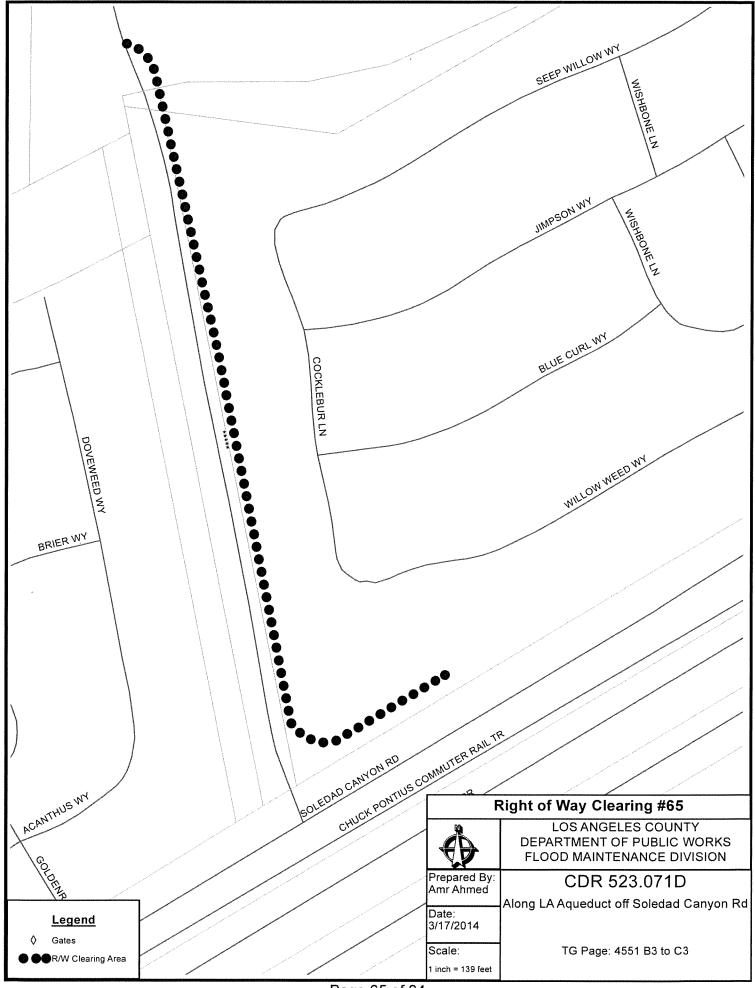
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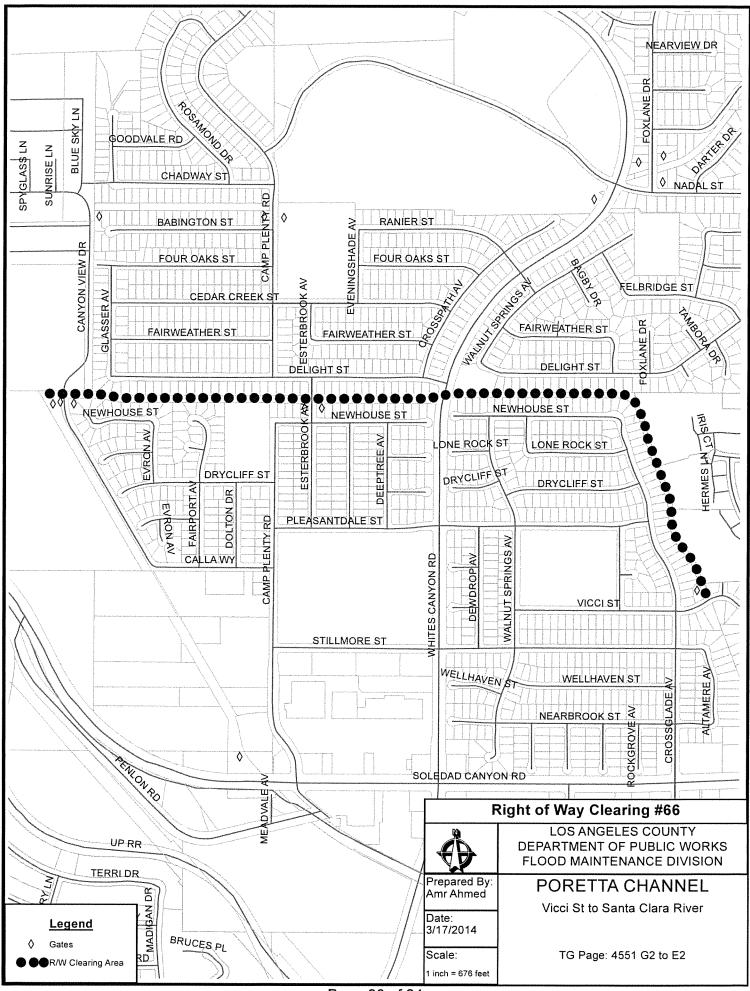
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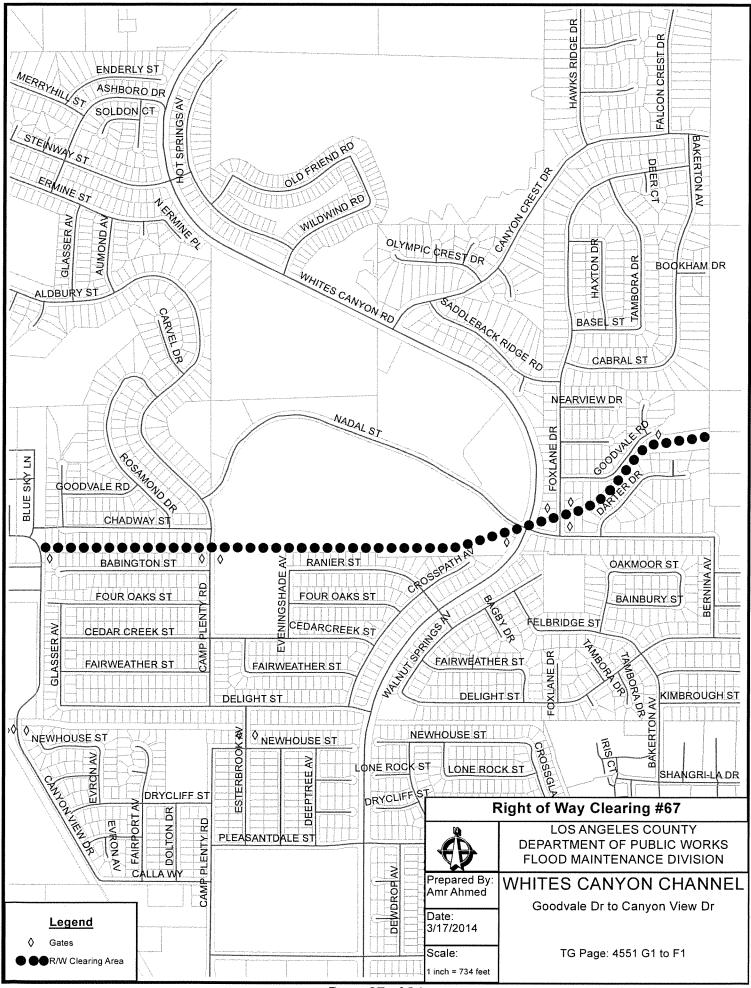
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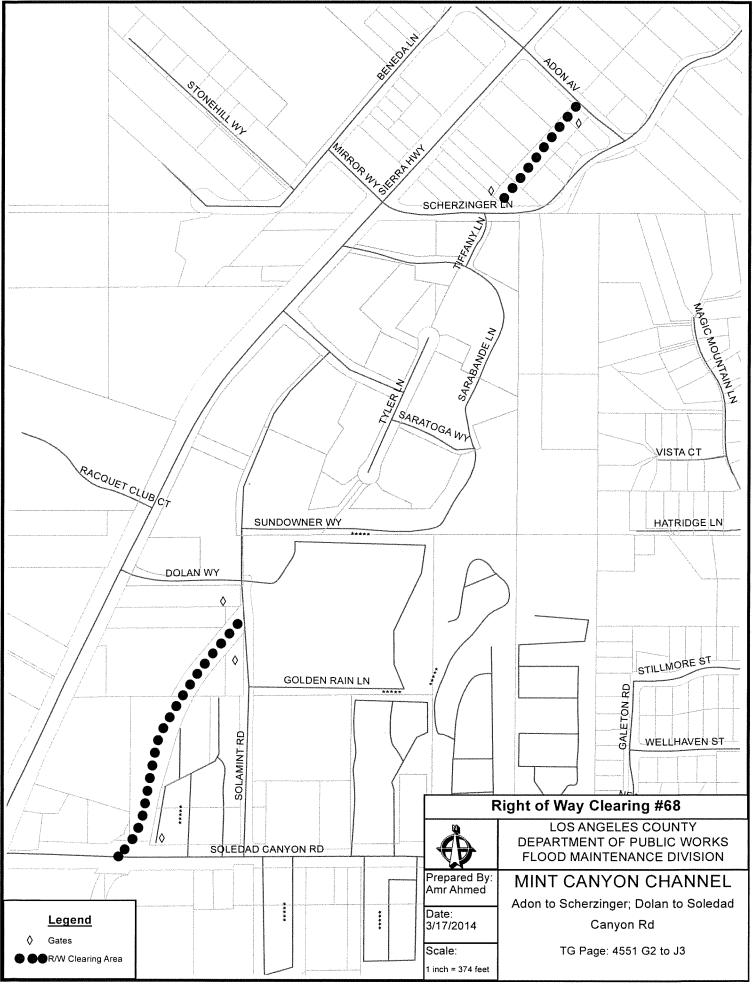
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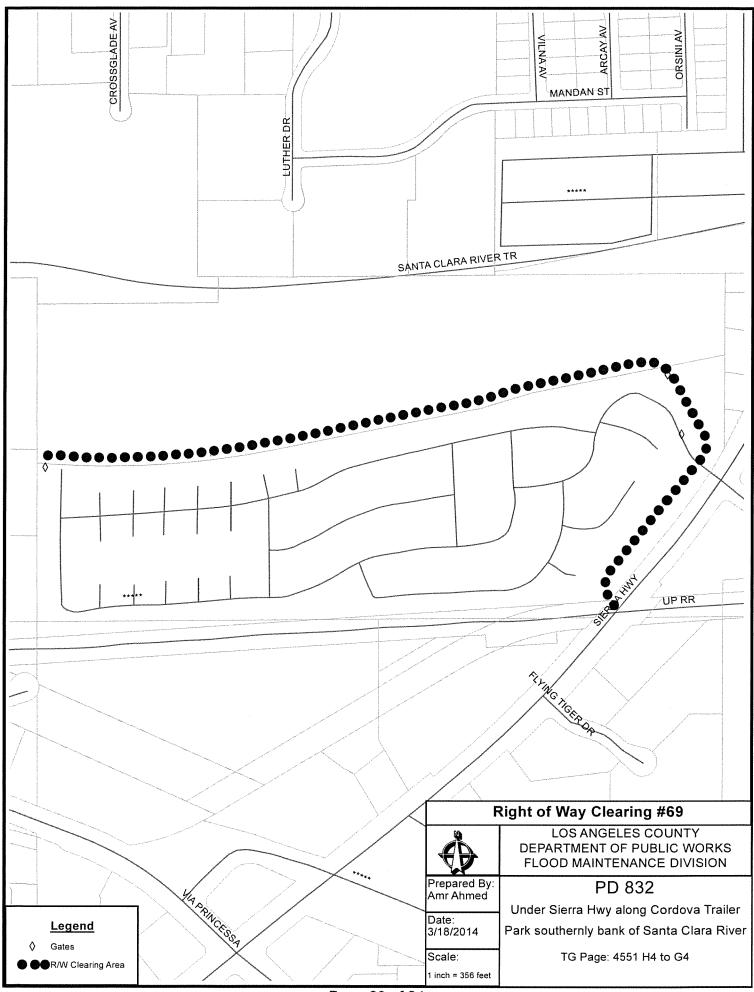
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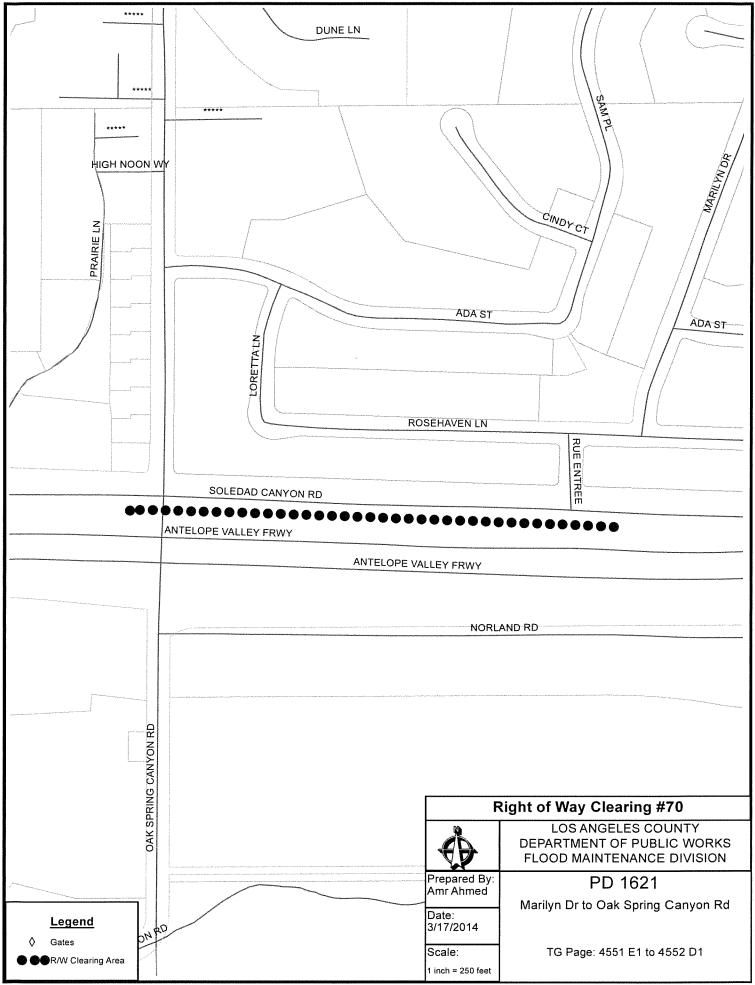
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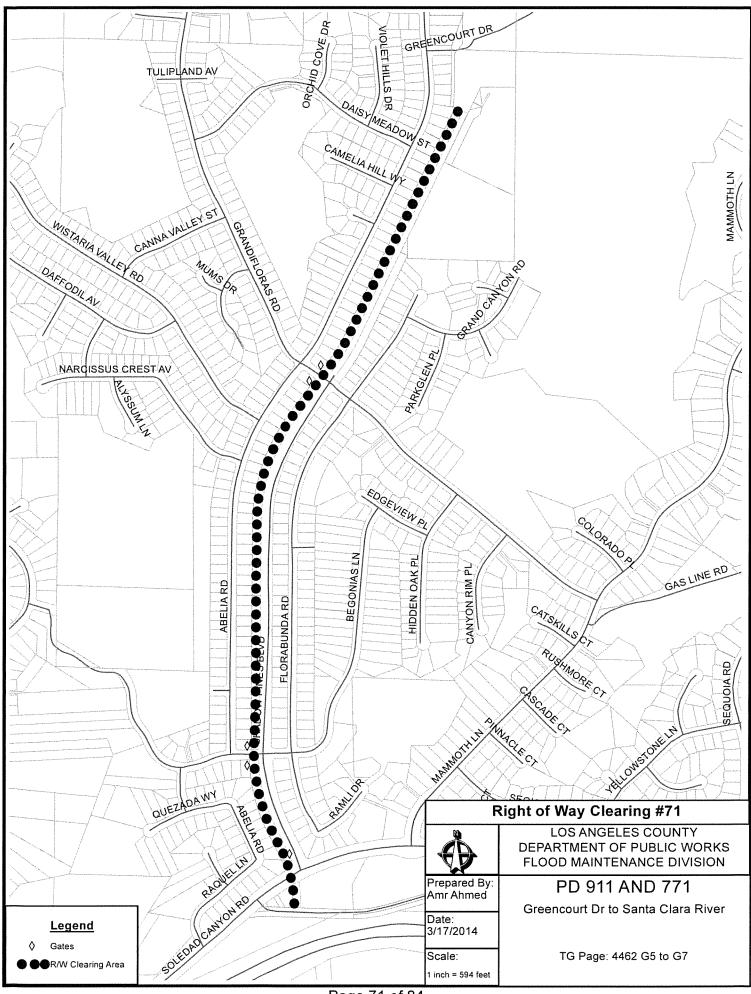
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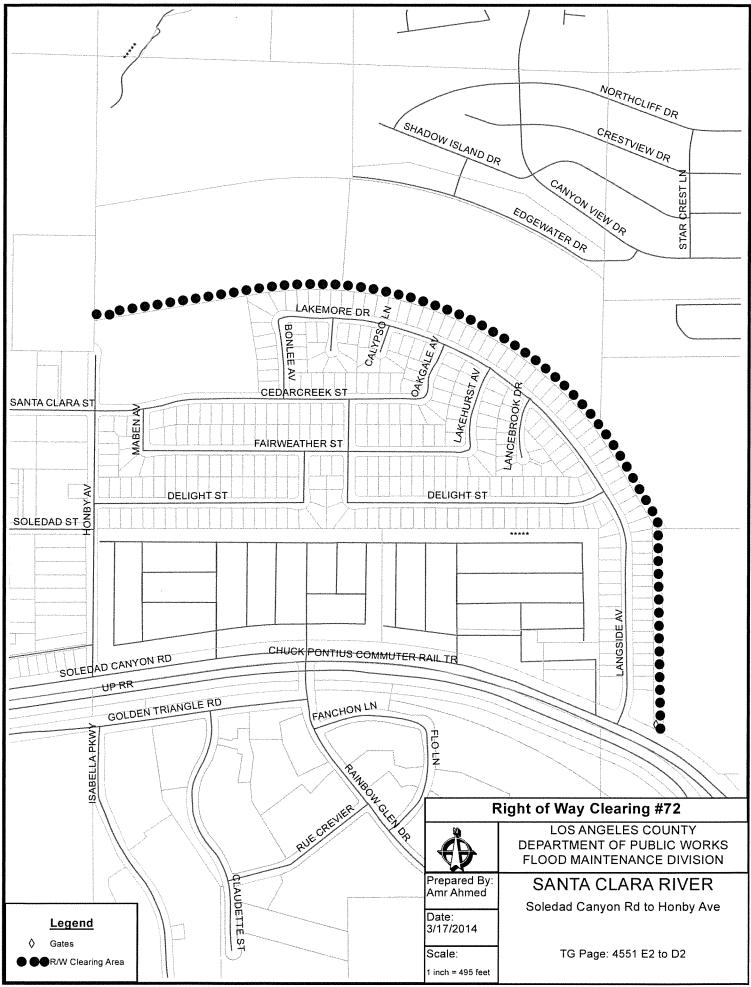
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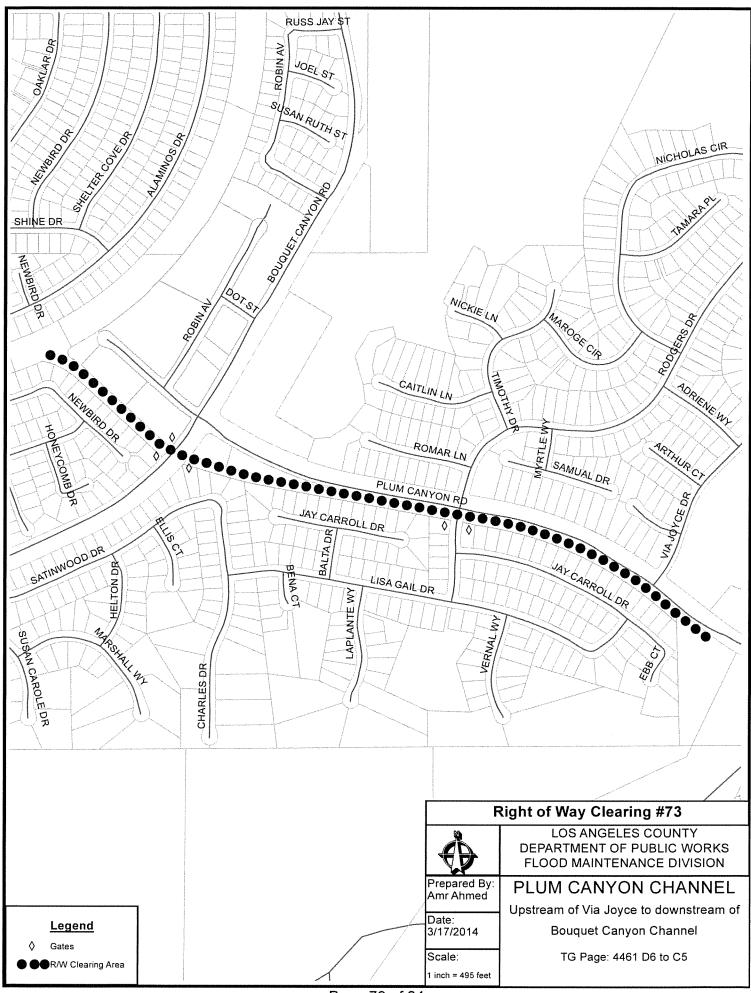


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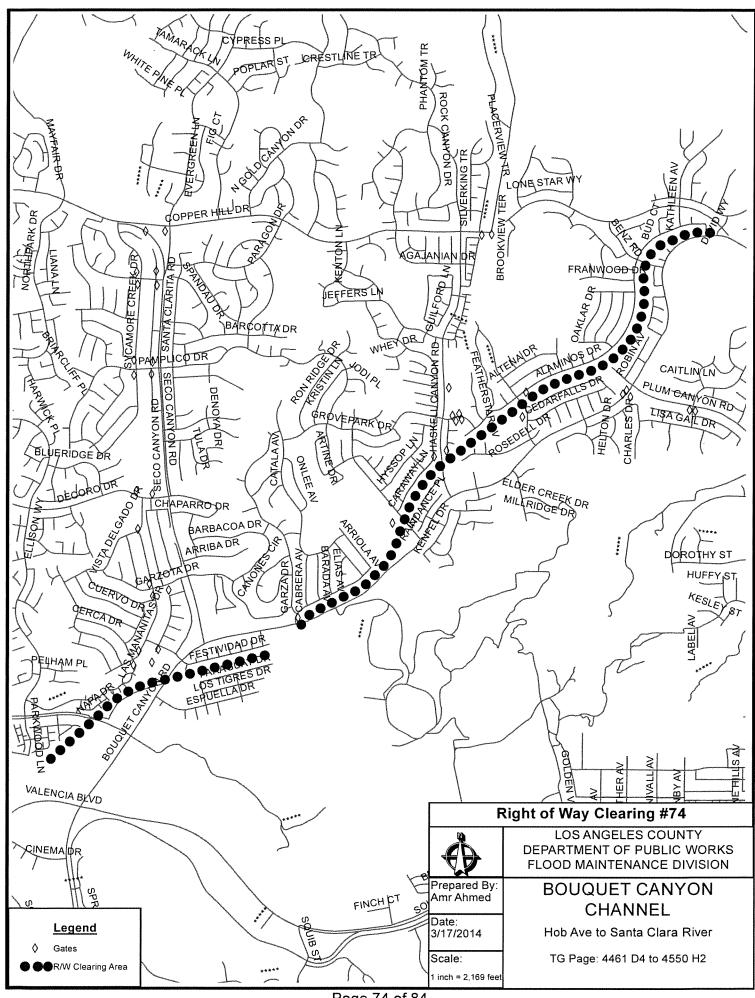


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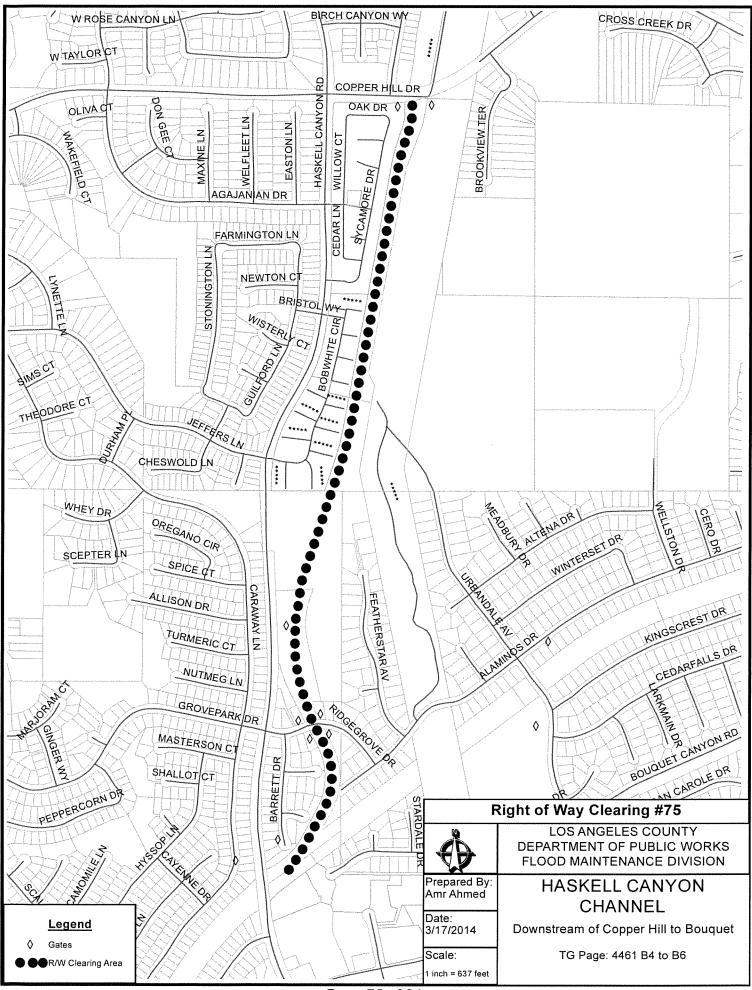




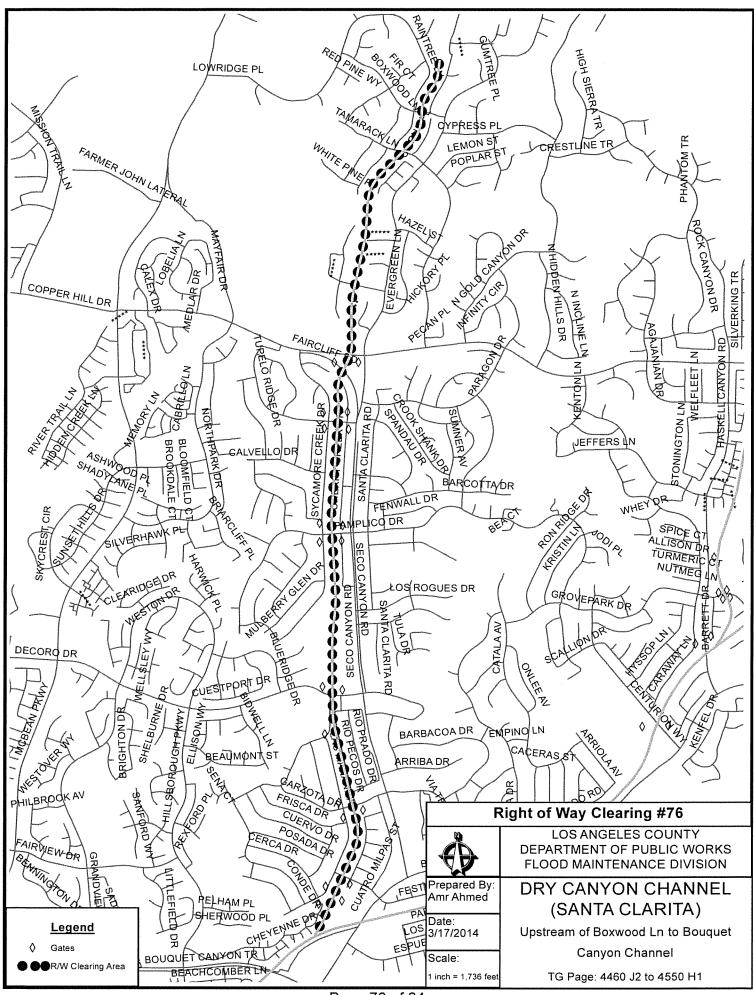
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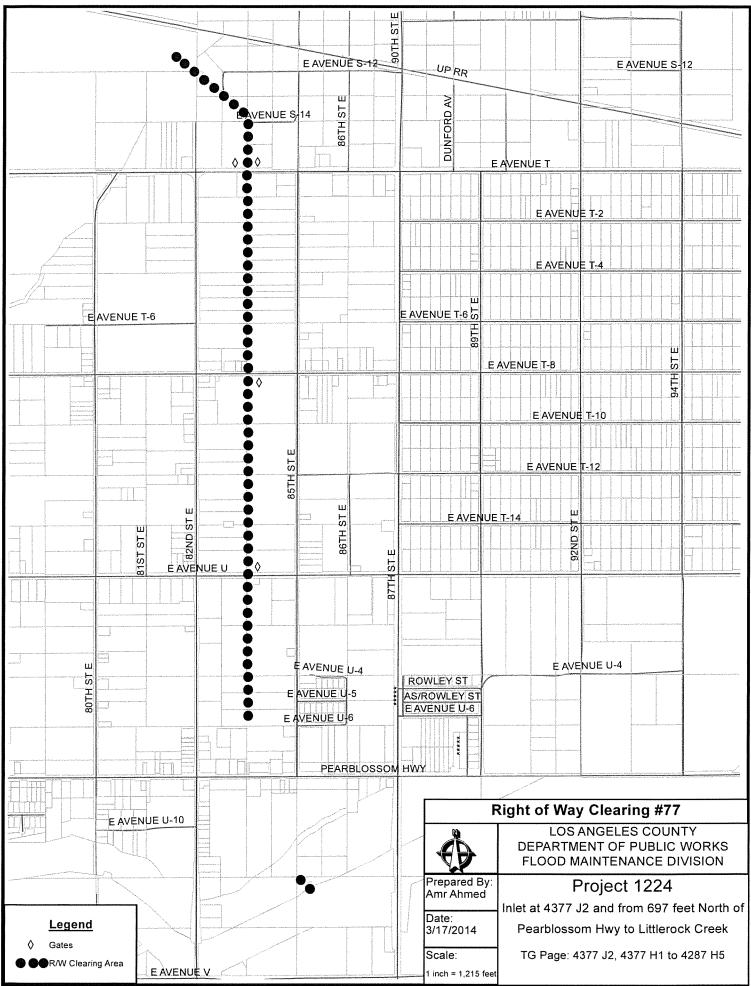
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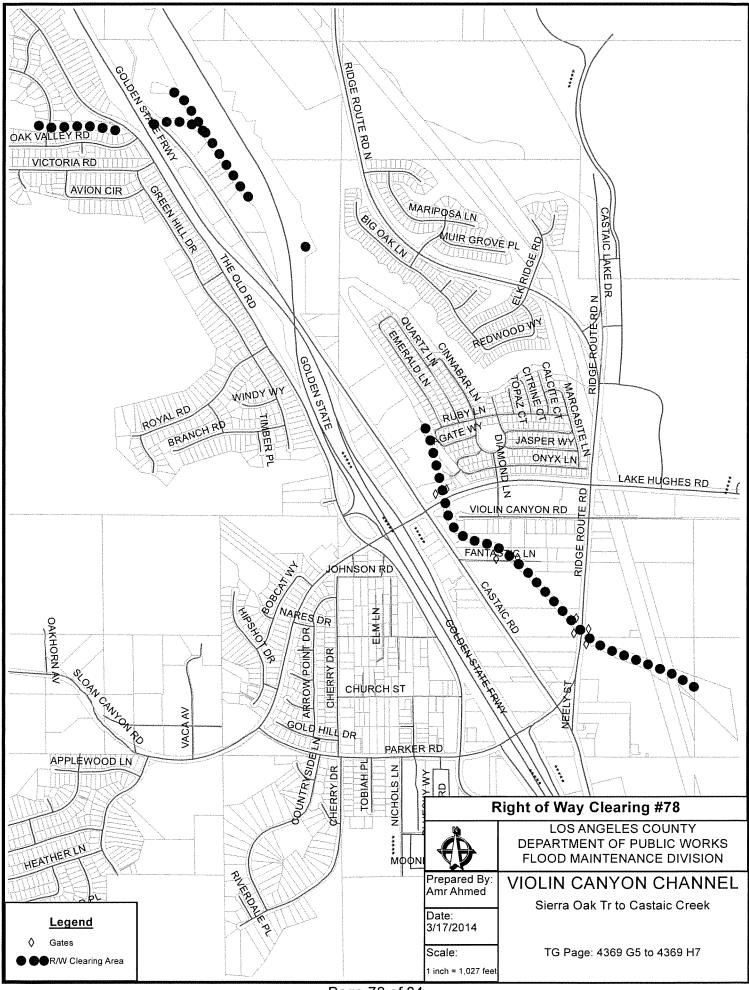
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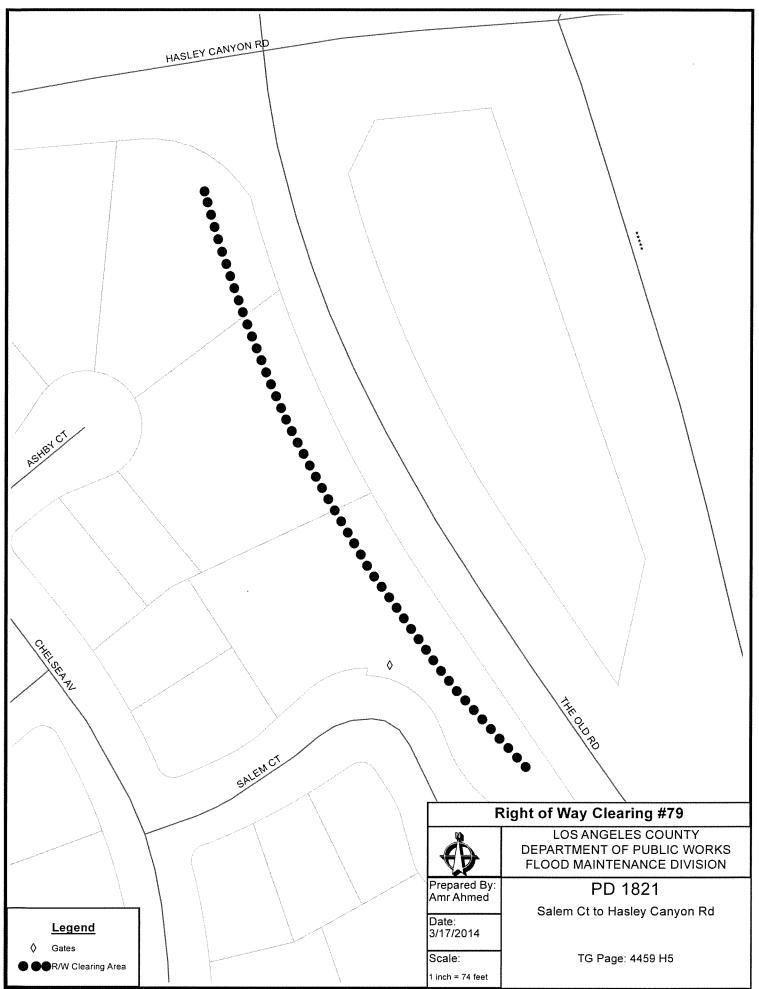
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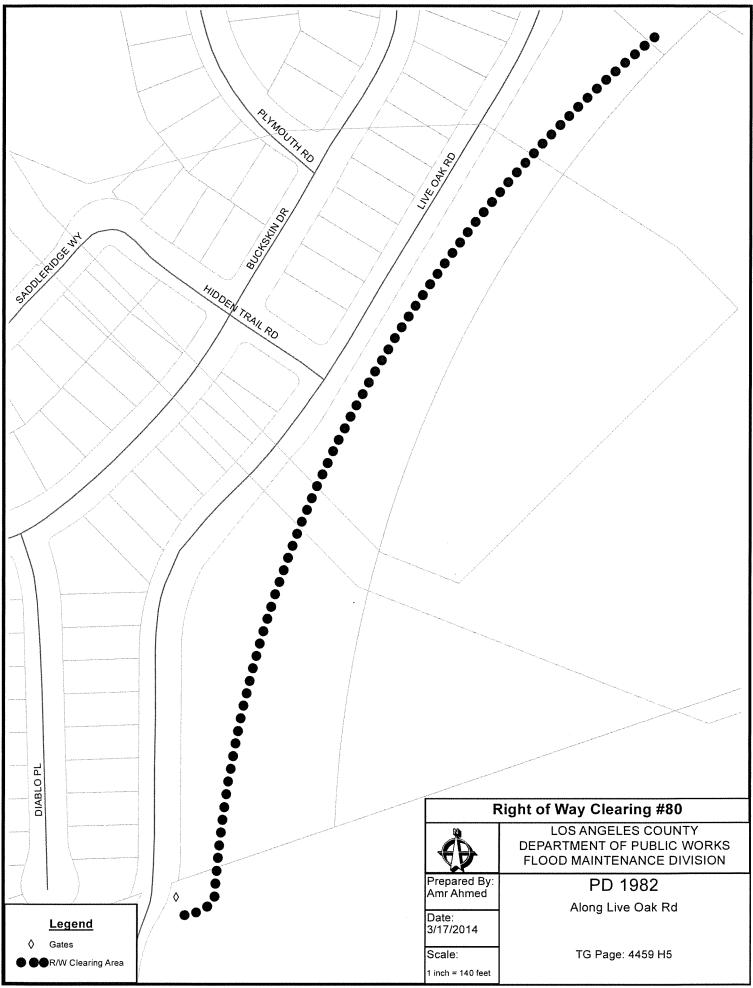


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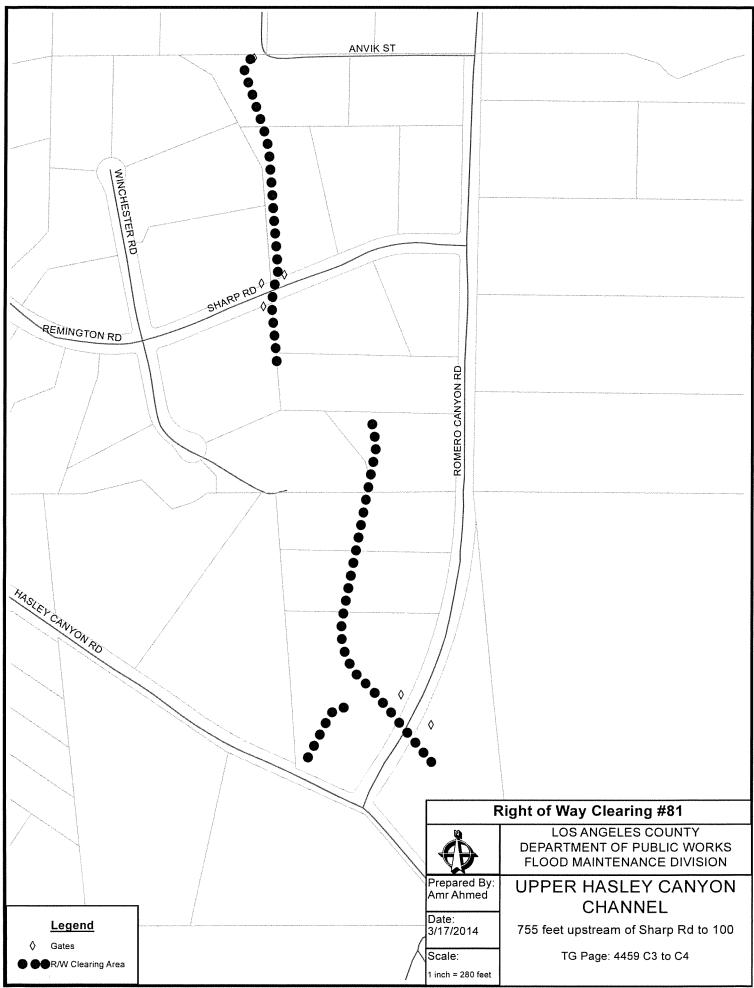


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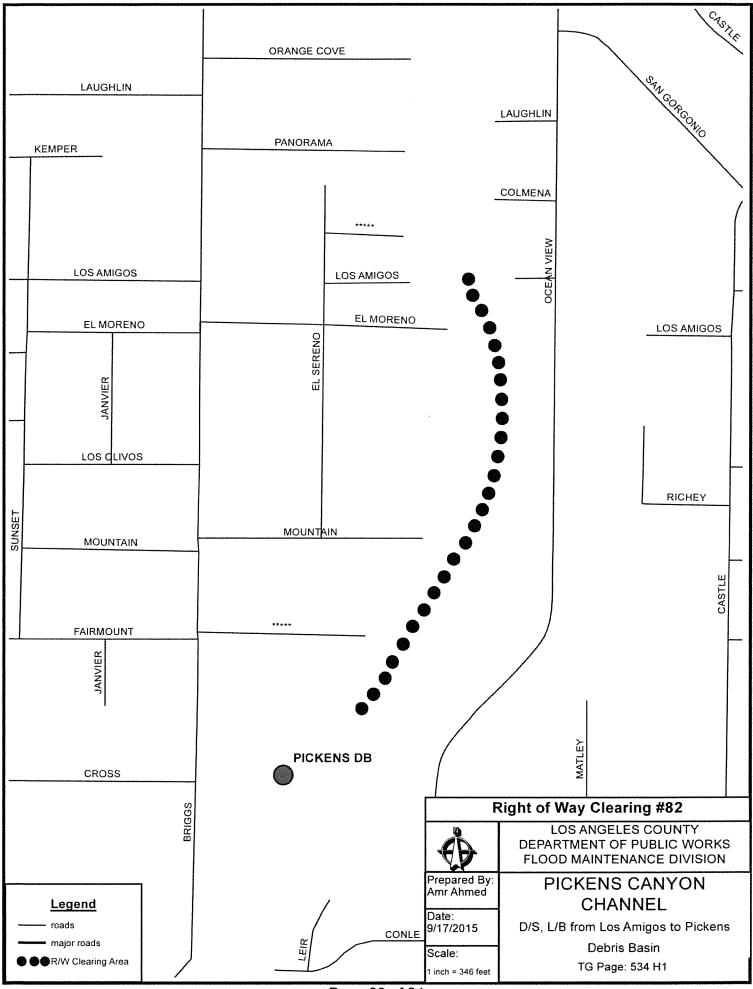




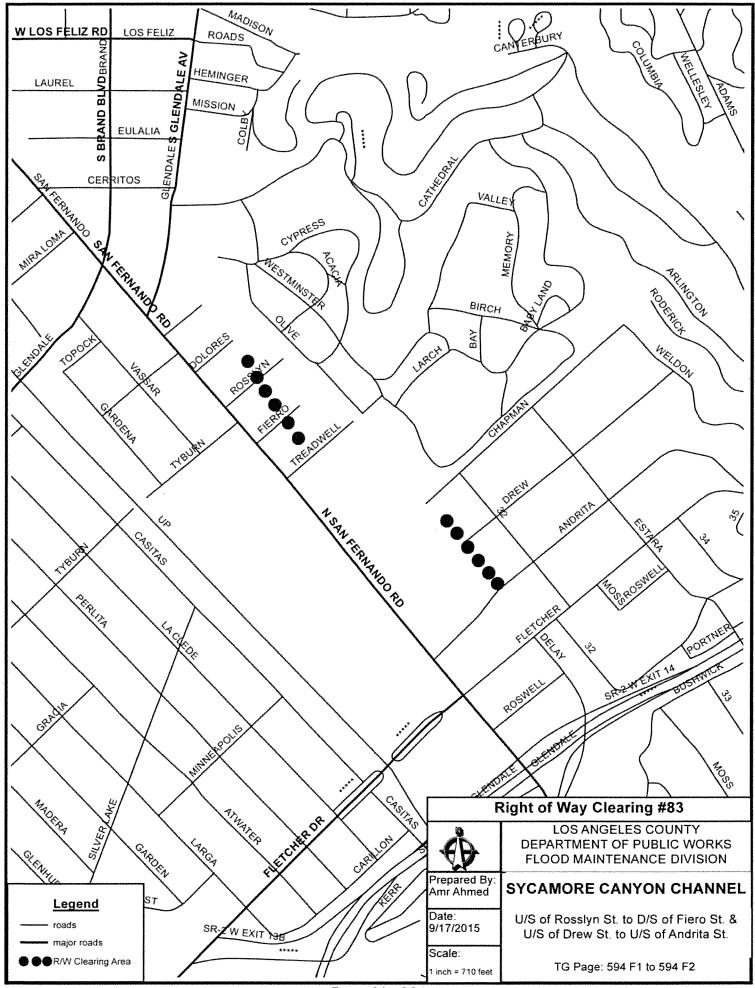




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