



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>

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

April 6, 2011

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

### **REQUEST FOR PROPOSALS – ADDENDUM 1 AS-NEEDED EMERGENCY FLOOD CONTROL AND ROAD MAINTENANCE FACILITIES REPAIR PROGRAM (2011-AN009)**

Thank you for attending our mandatory Proposers' Conference for As-Needed Emergency Flood Control and Road Maintenance Facilities Repair Program (2011-AN009) held on Tuesday, February 22, 2011.

Please take note of the following revisions and supplemental information to the Request for Proposals (RFP). (Please note that **bold** text has been added, and any text that has a ~~strikethrough~~ has been deleted from the RFP.) Questions presented in this Addendum 1 represent the questions asked by Proposers in the form and context as submitted.

### **REVISIONS**

1. Part I, Section 1, Item L, Local Small Business Enterprise Preference Program, the language has been replaced to read:
  1. **To the extent permitted by State and Federal law and when the price category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.**

2. To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's website at:

<http://oaac.co.la.ca.us/contract/sbemain.html>

3. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach their Local SBE Certification Letter to a completed Form PW-9, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
4. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.pd.dgs.ca.gov/smbus/default>.

2. Part I, Section 2, paragraph A.6.d., and Section 4, paragraph E.4.d., under Flood facilities of the Request for Proposal (RFP), all items remain the same, the following three items have been added:

**Flood Facilities**

- **Pump Stations**
  - **Low-flow diversions**
  - **Seawater barriers**
3. Form PW-2 has been replaced in its entirety and replaced with **Form PW-2.1** (Enclosed). **Form PW-2.1** will now include the following language: Items not listed in this **Form PW-2.1**, will be paid on an actual cost basis plus markups for Labor 20 percent, Materials 15 percent, Equipment Rental 15 percent, and Other Items and Expenditures 15 percent.

4. Exhibit A, Scope of Works, Item F, Equipment and Materials, the following Markup language has been added to read:

Public Works will reimburse the Contractor for the cost of materials **plus 15 percent markup** upon receipt of an invoice with attached material receipts for the particular job.

5. Scope of Works, Item G, Leasing or Rental of Equipment, the following Markup language has been added to read:

Public Works will reimburse the Contractor for the cost of rented/leased equipment fee **plus 15 percent markup** upon receipt of an invoice with attached rental/lease receipts for a particular job.

#### **ADDITIONS**

1. Subcontractors will be paid according to the "County Green Book."

#### **CLARIFICATIONS**

1. **QUESTION:** The Scope of Work (paragraph E) states that no overtime will be paid even though the Contractor may be required to work more than eight hours per day, weekends and holidays. However, Exhibit B (Section. 4, paragraph I) states that overtime work in excess of eight hours per day or 40 hours in any one week, shall be permitted as authorized. Will overtime rates be allowed and paid?

**RESPONSE:** No overtime will be paid to the Contractor in accordance with the Unit Prices provided in Form PW-2.1 under this Contract. Contractor shall comply with all labor laws as indicated in Exhibit B, Section 2, Item S, page B.11 Fair Labor Standard of Request for Proposal (RFP).

2. **QUESTION:** Will the Contractor be required to pay Prevailing Wages and provide Certified Payrolls?

**RESPONSE:** Yes. The Contractor should pay prevailing wage with certified payroll sent to Contract Manager. See Exhibit B, Section 4, Item H, Labor Law Compliance.

3. **QUESTION:** Please clarify the term Maximum Contract Sum as used in the Sample Agreement. Is it an annual amount of \$3 million or the Total Proposed Annual Price as shown on Form PW-2?

RESPONSE: Since this is an emergency contract, County will be requesting authority to expend up to \$3 million annually. There is no guarantee regarding the amount of work or expenditures on this Contract.

4. QUESTION: The Request for Proposals (paragraph S) states that the proposal prices must take into consideration possible escalation of wages, materials and other costs during the "Contract Period." The Sample Agreement (Fourth paragraph) states that the Contract's initial term is one year, but the County may extend the contract for a maximum potential contract of five years. Is the "Contract Period" one year or five years?

RESPONSE: The "Contract Period" is one year to start out. At the sole discretion of the County, this Contract may be extended annually up to a maximum of five years and at the sole discretion maybe extended on a month-to-month basis or up to six months for a total maximum contract term of 66 months.

5. QUESTION: Form PW-2 and the Scope of Work (paragraphs F, G and J) state that the Contractor will be reimbursed only the actual costs incurred for materials, rentals and dump fees. The County's Graybook (Section 3-3.2.3) allows for a 15 percent Markup on these items. Please confirm that Markup is not allowed on these items.

RESPONSE: Please note that there is not a "County Gray Book." The document referenced in the Exhibit A, Section D, is also referred to as "County's Green Book." Markups for this Contract will be as indicated in revision of the addendum and Form PW-2.1 (Enclosed).

6. QUESTION: Is the Contractor allowed to Subcontract during the contract?

RESPONSE: Yes. Any Subcontractor used during the contract shall be preapproved by the County and must comply with Insurance requirements.

7. QUESTION: We wanted to know if we will be called out to do strictly street repair work? For example, fixing pot holes, repaving whole streets, etc. Or will the street repair portion be in conjunction with the sewer and storm drain pipe replacement, for the actual street we tear up to replace sewer and storm drain pipe?

RESPONSE: The County cannot determine what type of work will be needed in the event of an emergency. Since this is an emergency repair contract, the County does not know what work will be required until such time that an emergency is declared.

8. QUESTION: If it is street repair only work, we wanted to know if we can submit a proposal for just the Flood Control portion of the bid?

RESPONSE: No. In order to be considered responsive, you must submit a proposal for both Flood and Road work. The County will not accept proposals for just one or the other.

9. QUESTION: If the Contractor incurs late fee, will the County pay for it?

RESPONSE: No. County will not pay for Contractor's incurred late fee.

10. QUESTION: Contractors shall coordinate with County's Contract Manager to monitor the balance of the Contract's Maximum Contract Sum to avoid overspending the Board-approved budget.

RESPONSE: This Contract will be awarded up to a maximum of two separate Contractors; each Contractor will need to work closely with the Public Works Contract Manager to monitor the annual expenditures in order to avoid overspending the Board-approved budget.

11. QUESTION: There is no line item on PW-2 for a Quality Assurance Inspector?

RESPONSE: Yes, you are correct. There will not be a new line item added for a Quality Assurance Inspector. This cost needs be included as part of the administrative cost as indicated on the Form PW-2.1.

12. QUESTION: How much has the County paid out in the previous contract?

RESPONSE: From 2006 through 2009, there was no emergency work needed. In February and May of 2010, there were two projects with a total costs of \$670,000 paid out by the County.

13. QUESTION: Can we make copies of FORM PW-18, Statement of Equipment, to list additional equipment?

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RESPONSE: Yes, this form may be reproduced in order to list all equipment, or submit a separate list for additional equipment; however, make sure all information for equipment is included as indicated on the original PW-18 form. You may access the attached link for the electronic copy.

<http://dpw.lacounty.gov/asd/contracts/index.cfm>

If you have questions concerning the above information, please contact Mr. Scott Pham at (626) 458-4069, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER  
Director of Public Works



GHAYANE ZAKARIAN, Chief  
Administrative Services Division

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## SCHEDULE OF PRICES

FOR

**AS-NEEDED EMERGENCY FLOOD CONTROL AND ROAD MAINTENANCE  
FACILITIES REPAIR PROGRAM (2011-AN009)**

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

Items not listed in this Form PW-2.1, will be paid on an actual cost basis plus markups for Labor 20%, Materials 15%, Equipment Rental 15% and Other Items/Expenditures 15%. Dump fees shall be paid on an actual cost basis only. There will be no markup on dump fees. Contractor shall provide all properly signed original receipts to the Contract Manager, or his/her designee (Exhibit A, Scope of Work, Paragraphs F, G, & J). These costs shall not be included in the unit prices listed below.

Hourly rate shall be computed from the time Contractor arrives to a Public Works facility to the time Contractor leaves from a Public Works facility or a project jobsite. Public Works will not pay for travel time.

| ITEM                           | DESCRIPTION                    | UNIT | UNIT PRICE | ESTIMATED<br>ANNUAL UNIT<br>QUANTITY | PROPOSED<br>ANNUAL PRICE<br>UNIT PRICE X<br>QUANTITY |
|--------------------------------|--------------------------------|------|------------|--------------------------------------|--|
| <b>1. LABOR RATES</b>          |                                |      |            |                                      |  |
| a.                             | Project Manager or Supervisor  | hour | \$         | X 100 hrs                            | \$   |
| b.                             | Laborer                        | hour | \$         | X 300 hrs                            | \$   |
| c.                             | Equipment Operator             | hour | \$         | X200 hrs                             | \$   |
| d.                             | Truck Driver                   | hour | \$         | X 200 hrs                            | \$   |
| e.                             | Welder (Certified)             | hour | \$         | X 50 hrs                             | \$   |
| f.                             | Concrete Finisher              | hour | \$         | X 50 hrs                             | \$   |
| g.                             | Carpenter                      | hour | \$         | X 50 hrs                             | \$   |
| h.                             | Traffic Control Flagger        | hour | \$         | X 50 hrs                             | \$   |
| <b>SUBTOTAL ITEM NO. 1</b>     |                                |      |            |                                      | <b>\$</b>  |
| <b>2. DAILY EQUIPMENT RATE</b> |                                |      |            |                                      |  |
| a.                             | Pick up Truck (1/2 ton)        | hour | \$         | X 100 hrs                            | \$   |
| b.                             | Pick up Truck (3/4 ton)        | hour | \$         | X100 hrs                             | \$   |
| c.                             | Truck, Utility (1 ton)         | hour | \$         | X100 hrs                             | \$   |
| d.                             | Truck, Misc (2 to 6 ton)       | hour | \$         | X 100 hrs                            | \$   |
| e.                             | Truck, Dump (10 cy)            | hour | \$         | X 50 hrs                             | \$   |
| f.                             | Truck, Water (3,500/4,000 gal) | hour | \$         | X 50 hrs                             | \$   |

|  |                                      |        |    |             |           |
|--|--------------------------------------|--------|----|-------------|-----------|
| g.   | Air Compressor (250 cfm)             | day    | \$ | X 25 days   | \$        |
| h.   | Motor Grader (12-foot blade)         | hour   | \$ | X 50 hrs    | \$        |
| i.   | Tractor, Crawler, D8                 | hour   | \$ | X 50 hrs    | \$        |
| j.   | Tractor, Crawler, D7                 | hour   | \$ | X 50 hrs    | \$        |
| k.   | Loader, Backhoe or Attach            | hour   | \$ | X 50 hrs    | \$        |
| l.   | Loader (1.5 to 2 cy)                 | hour   | \$ | X 50 hrs    | \$        |
| m.   | Air Compressor (185 cfm)             | day    | \$ | X 25 days   | \$        |
| n.   | Concrete Pump (1 1/4 cy)             | day    | \$ | X 25 days   | \$        |
| o.   | Tractor, Utility (1 1/4 cy)          | hour   | \$ | X 50 hrs    | \$        |
| p.   | Roller (8-10 ton)                    | hour   | \$ | X 50 hrs    | \$        |
| q.   | Roller Pneumatic                     | hour   | \$ | X 50 hrs    | \$        |
| r.   | Roller Hand                          | hour   | \$ | X 50 hrs    | \$        |
| s.   | Loader, Crawler (1 1/4 cy)           | hour   | \$ | X 50 hrs    | \$        |
| t.   | Brush Chipper, 18"                   | hour   | \$ | X 50 hrs    | \$        |
| u.   | Generator (5000 watts)               | Hour   | \$ | X500 hrs    | \$        |
| v.   | Vacuum Jetter Truck                  | hour   | \$ | X 50 hrs    | \$        |
| w.   | Incidental Transportation per move   | move   | \$ | X50 moves   | \$        |
| x.   | Incidental Transportation per Permit | permit | \$ | X50 permits | \$        |
| <b>SUBTOTAL ITEM NO. 2</b>   |                                      |        |    |             | <b>\$</b> |
| <b>TOTAL PROPOSED ANNUAL PRICE (SUBTOTAL ITEM NO. 1 PLUS SUBTOTAL NO. 2)</b> |                                      |        |    |             | <b>\$</b> |

|   |                                   |              |
|---|-----------------------------------|--------------|
| Legal Name of Proposer                            |                                   |              |
| Signature of Person Authorized to Submit Proposal |                                   |              |
| Title of Authorized Person                        |                                   |              |
| Date  | State Contractor's License Number | License Type |
| Proposer's Address:                               |                                   |              |