



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

IN REPLY PLEASE
REFER TO FILE: AS-0

May 18, 2011

NOTICE OF INVITATION FOR BIDS FOR INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS THROUGHOUT LOS ANGELES COUNTY (2011-AN034)

PLEASE TAKE NOTICE that Public Works invites bids for a contract for Inserted Catch Basin Maintenance for Various Catch Basins throughout Los Angeles County (2011-AN034). The total annual contract amount of this service is estimated to be \$5.5 million. If not enclosed with this letter, the Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Lorena Calderon at (626) 458-4169 or lcalderon@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

- Bidder or its managing employee must have a minimum of two years of experience cleaning and maintaining catch basins containing trash and debris capturing devices similar in type to those to be maintained under this contract.
- Bidder's on-site supervisor must have at least one year of experience cleaning and maintaining catch basins containing trash and debris capturing devices similar in type to those to be maintained under this contract.
- Bidder and/or subcontractors, if any, must possess a valid and active California-issued Class A General Engineering Contractors' License to perform repair work.
- The Bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.12, Bid Guaranty.

Please note that the previous solicitation, IFB 2011-AN016, was cancelled due to missing material information from Exhibit F, Inserted Catch Basin Location Maps; Exhibit F was missing the maps of approximately 5,053 inserted catch basins within the unincorporated Los Angeles County, which are to be maintained as part of the contract. In addition, the potential number of inserted catch basins that may be added to this contract has decreased from 14,000 to 9,200.

May 18, 2011
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A Bidders' Conference will be held on **Thursday, May 26, 2011, at 8:30 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. **ATTENDANCE BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY.** However, those bidders who attended the Bidders' Conference for the previous solicitation on March 24, 2011, are not required to attend the Bidders' Conference to be held on Thursday, May 26, 2011. Public Works will reject bids from those whose attendance at either the March 24, 2011, or May 26, 2011, conferences cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, bid requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit bids is Thursday, June 9, 2011, at 5:30 p.m. Sealed bids must be submitted to the Public Works Cashier located on the Mezzanine Floor at the address above.

Please direct your questions to Ms. Calderon at the number listed on the previous page. **Bidders are instructed not to contact any County personnel other than the Contract Analyst listed above regarding this solicitation.**



The conference facility complies with the Americans with Disabilities Act (ADA). With four business days notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in dark ink, appearing to read "Diego Cadena".

DIEGO CADENA
Deputy Director

LC

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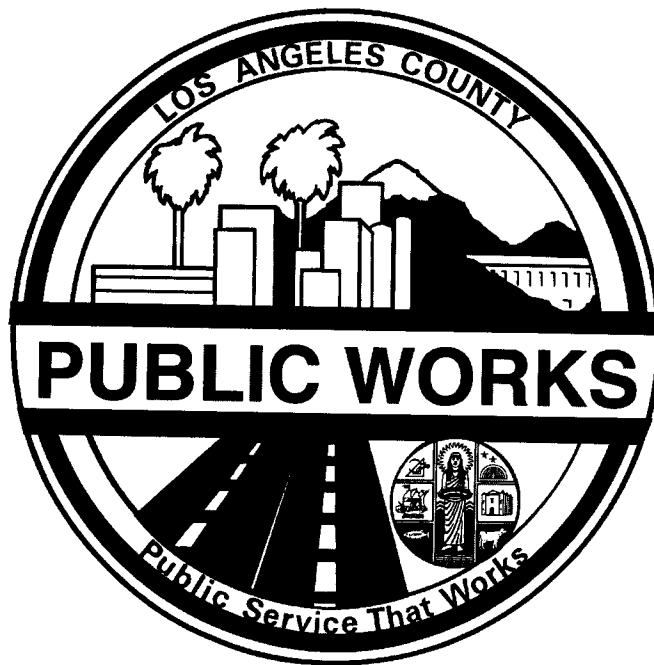
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS

FOR

**INSERTED CATCH BASIN MAINTENANCE FOR
VARIOUS CATCH BASINS THROUGHOUT
LOS ANGELES COUNTY (2011-AN034)**



Approved May 18, 2011
Gail Farber
Director of Public Works

By: [Signature]
Deputy Director

INVITATION FOR BIDS

FOR

INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS THROUGHOUT LOS ANGELES COUNTY (2011-AN034)

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PART I
INVITATION FOR BIDS

SECTION 1
INTRODUCTION

A. Bidders' Conference

Each Bidder (also referred to as "Proposer") or an authorized representative must attend a Bidders' Conference to be held at the place, date, and time announced in the Notice of Invitation for Bids. **ALL INTERESTED BIDDERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** Bids (also referred to as "proposals") **received from Bidders not signed in as attending this Conference will be rejected as nonresponsive.** Bidders are encouraged to be prepared to ask questions concerning the Invitation for Bids (IFB) contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Bidders or, due to unclear instructions, may result in Public Works not receiving the best possible responses from Bidders. Upon conclusion of the Bidders' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the Conference.

B. Minimum Mandatory Requirements

Interested and successfully qualified service contractors who have demonstrated their ability to provide these types of services are invited to submit a bid, provided that they meet the following requirements at the time of bid submission:

1. Bidder or its managing employee must have a minimum of two years of experience cleaning and maintaining catch basins containing trash and debris capturing devices similar in type to those to be maintained under this Contract.
2. Bidder's on-site supervisor must have at least one year experience cleaning and maintaining catch basins containing trash and debris capturing devices similar in type to those to be maintained under this Contract.
3. Bidder and/or subcontractors, if any, must possess a valid and active California-issued Class A General Engineering Contractors' License to perform repair work.
4. The Bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.12, Bid Guaranty.

C. Contract Analysts

Bidders are instructed not to contact any County or Los Angeles County Flood Control District ("District") personnel other than the Contract Analysts 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
Administrative Services Division – 9th Floor
P.O. Box 1460
Alhambra, California 91802-1460
Facsimile: (626) 458-4194

Attention Ms. Lorena Calderon
E-mail: lcalderon@dpw.lacounty.gov
Telephone: (626) 458-4169

If it is discovered that a Bidder contacted and received material information from any County or District personnel, other than the contract analysts named in the Notice of Invitation for Bids and above, regarding this solicitation, the District, in its sole determination, may disqualify their Bid from further consideration.

D. Child Support Compliance Program

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

E. District Rights and Responsibilities

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

F. GAIN and GROW Programs

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) programs or shall attest to a willingness to consider GAIN and GROW participants for any future employment opening if they meet the minimum requirements for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN and GROW participants access to Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders who are unable to meet this requirement shall not be considered for contract award. Bidders shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

G. Indemnification and Insurance

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

H. Injury and Illness Prevention Program

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

I. Interpretation of Invitation for Bids

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

J. Jury Service Program

1. The resultant Contract from this IFB will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code Chapter 2.203). Bidders should carefully read the pertinent jury service provisions in the Sample Agreement (Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program). The Jury Service Program applies to both Contractors and their Subcontractors. Bids that fail

to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.

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

District will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

K. Local Small Business Preference Program

1. To the extent permitted by State and federal law and when the price category is scored, the District 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 bid. 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>.

L. Notification to District of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Bidder shall notify the District of any pending acquisitions/mergers of their company. This information shall be provided by the Bidder on Form PW-1, Verification of Bid. The proposed contract will only be awarded to the entity that submitted the bid. Any acquisitions and mergers will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation and evaluated in accordance with the Board's policy regarding Contractor's engaged in mergers and acquisitions. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

M. Prompt Payment Program

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

N. Bid Requirements and Contract Specifications

1. Persons who wish to contract with the District may respond to this IFB by submitting a Bid in the form described in the following Sections and Attachments. Bidders are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for Bids are explained in Part I of this IFB.
3. The Contract Specifications are fully described in Part II, Sample Agreement; Exhibit A, Scope of Work; and Exhibit B, Service Contract General Requirements. Bidders are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Debarred Vendors Report; and Attachment 3, County of Los Angeles Lobbyist Ordinance.
4. Dates and times of the Bidders' Conference and for the submission of Bids are set forth in the Notice of Invitations for Bids.

O. Bidder's Charitable Contributions Compliance

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

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the District.

In Form PW-12, prospective contractors certify either that:

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

Prospective District contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion be disqualified for contract award. A District contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

P. Transitional Job Opportunities Preference Program

In evaluating Bids, the District will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to Public Works with their Bid response to contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses (Form PW-13) and may not receive the preference until their certification has been affirmed by Public Works. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

Q. Vendor Registration

Bidders must register on-line with the County's web-based vendor registration system to facilitate the contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at http://laCounty.info/doing_business/main_db.htm and click on "Vendor Registration Information – Self Registration." Being registered will assist the Bidder in receiving notifications of the release of District and County solicitations that may be of interest to the Bidder.

R. Defaulted Property Tax Reduction Program

1. The resultant Contract from this IFB will be subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). The successful Contractors should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Bidders should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
2. Bidders shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-21). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor (Los Angeles County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

S. Prevailing Wage

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

SECTION 2

BID PREPARATION AND SUBMISSION

A. Bid Format and Content Requirements

Bids shall be bound and presented in the sequence, with the content, and tabbed and paginated in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the Bid as nonresponsive at the District's sole discretion:

1. Title Page

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

2. Table of Contents

A comprehensive table of contents shall list all material included in the Bid.

3. Letter of Transmittal

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

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

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

b. Limited Liability Companies

Bidder must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Bidder's most recent Statement has only the "No change in information" box checked, the

Bidder must also submit the most recent Statement, which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

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

- Background;
- Organization (provide a chart or outline of the firm's organizational structure); and
- Specific information regarding length and quality of experience providing services of the type described in these Specifications. Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, and subcontractors, if any.

Demonstrate how the Bidder complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements.

6. Work Plan

Bidder's work plan shall describe/include the staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Exhibit A, Scope of Work. Bidder's work plan may be modified at the direction of Public Works in its sole discretion prior to the commencement of Contract at no additional cost to County or District.

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

- proposed catch basin clean out process
- contractor availability

- accounting measures (waste receipts)
- number of crews
- crew size
- safety measures; and
- log of daily activities

The staffing plan must designate a qualified quality control inspector (see Quality Assurance, Section 7 below).

7. Quality Assurance Program

Bidder shall describe its Quality Assurance Program (Program) that will be utilized by the Bidder as a self-monitoring tool to ensure that these services are performed in accordance with the County's contract requirements and recommendations. The Program must ensure service deliveries outlined in Exhibit A, Scope of Work, are completed in a timely manner, the services will be free of defects, and clearly establish how those results will be achieved. The Program must comprehensively address the Bidder's organizational process for consistently delivering those requirements. Bidder's Program may be modified at the direction of Public Works in its sole discretion prior to the commencement of Contract at no additional cost to County or District. At a minimum, the Program outlined in your proposal shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Bidder, subcontractors, if any, and suppliers must be described. The Bidder's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries. If a subcontractor is to perform work, the Program must detail how that subcontractor will interface with the Bidder and how the Bidder will ensure that the subcontractor complies with the Program.
- b. Inspection Fundamentals – The Bidder shall clearly outline its required operations and quality levels. The Proposal must indicate the Bidder's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The Proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The

Program shall detail how the Bidder will maintain inspection records and make them available to the County.

8. Equipment

Bidder must list all equipment on Form PW-18, Statement of Equipment and must also include a detailed written description of all equipment, which must include, but is not limited to, hand tools, debris removal truck(s), vector truck(s), and any other equipment required to perform the work outlined in Exhibit A, Scope of Work.

9. Subcontractors

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

10. License and Certifications

Submit copy of the Bidder's, employees', and/or subcontractor's valid and active California-issued Class A General Engineering Contractors' License to perform repair work and/or any other licenses and certifications required to perform the work, if any.

11. Insurance

Submit completed and signed Form PW-16, Bidder's Insurance Compliance Affirmation, acknowledging that the Bidder will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements for this Invitation for Bids if awarded the contract. In Form PW-16, Bidder affirms that the Bidder will procure, maintain, and provide the District with proof of insurance coverage and performance guaranty as specified by this Invitation for Bids throughout the entire term of the proposed contract, without interruption or break in coverage.

12. Bid Guaranty

- a. A Bid guaranty is required of each Bidder and shall be made payable to the **Los Angeles County Flood Control District** in an amount of 10 percent of the Bidder's "Total Proposed Annual Price" from Form PW-2, Schedule of Prices. The Bid guaranty can either be in the form of cash, certified check, cashier's check, or an original Bid bond, executed by the Bidder and issued by a California-admitted Surety (including power of attorney). **The District will accept bid bonds with the statement "in an amount of 10 percent of the Bidder's Total Proposed Annual Price."** No other form of Bid guaranty will be accepted. The Bid guaranty may be prepared on the Surety's standard form. Bidders shall pay all Bid guaranty premiums, costs, and incidentals.

- b. The successful Bidder's Bid guaranty will be retained until the successful Bidder has executed the Agreement and provided all required proof of insurance and contract performance security, either 14 calendar days after Board approval or 14 days prior to contract start date, whichever occurs last. If the successful Bidder fails to execute and deliver the Agreement and to furnish the required proof of insurance and contract security within the time frame stated above, the District may annul the award approval, and the Bid guaranty of the Bidder shall be forfeited. All other Bidders' Bid guaranties will be returned upon the successful Bidders' execution of the Agreement, providing all required proof of insurance and contract security.
- c. If a bid bond is submitted, it must be payable to Los Angeles County Flood Control District and executed by a corporate surety licensed to transact business ("admitted") as a surety in the State of California. The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by the County and/or District. The County may verify the accuracy and authenticity of the bid guaranty submitted.

Bids failing to provide the requested Bid guaranty at the time of Bid submission will be immediately rejected as nonresponsive.

- 13. Additional data not specifically requested for evaluation, which the Bidder feels is essential, must appear in the last section of the Bid and be labeled "Additional Information." If there is no additional data the Bidder wishes to present, this section will consist of the statement: "There is no additional data we wish to present."
- 14. Bidder's Forms List

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

- PW-1 Verification of Bid;
- PW-2 Schedule of Prices;
- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;
- PW-4 Bidder's Industrial Safety Record;
- PW-5 Conflict of Interest Certification;
- PW-6 Bidder's Reference List;

- PW-7 Bidder's Equal Employment Opportunity Certification;
- PW-8 List of Subcontractors;
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;
- PW-10 GAIN/GROW Employment Commitment;
- PW-11 Transmittal Form to Request an IFB Solicitation Requirements Review;
- PW-12 Charitable Contributions Certifications; and
- PW-13 Transitional Job Opportunities Preference Application (Submit only if requesting preference.)
- PW-14 Statement of Terminated Contracts
- PW-15 Bidder's Pending Litigations and Judgments
- PW-16 Bidder's Insurance Compliance Affirmation
- PW-17 Certification of Compliance with the County's Defaulted Property Tax Reduction Program.
- PW-18 Statement of Equipment
- PW-19 Bidder's Compliance with the Minimum Requirements of the IFB

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

15. Subcontractors' Forms List

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

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form;

- PW-4 Bidder's Industrial Safety Record;
- PW-5 Conflict of Interest Certification;
- PW-7 Bidder's Equal Employment Opportunity Certification;
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- PW-10 GAIN/GROW Employment Commitment Form; and
- PW-12 Charitable Contributions Certifications.

16. Bid Submission

1. Proposals shall be submitted with **four (4)** complete sets of the Proposal and any related information.
 - One (1) original and one (1) copy
 - Two (2) electronic copies on a CD in PDF format as follows:
 - One **original** electronic copy
 - One **redacted** electronic copy - Bidder shall redact any trade secret, confidential, proprietary, or other personal information from the Proposal such as Social Security numbers.

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

2. Submit Bids 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.
3. It is the responsibility of the Bidder to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Bids directly to the Cashier. Bids submitted via facsimile or e-mail will not be accepted.
4. Bids delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the Bid submission deadline. Delayed and missed deadlines for submission

of Bids not delivered in strict compliance with this IFB shall be the sole responsibility of the Bidder, not of the District, County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF INVITATION FOR BIDS

A. Acceptance or Rejection of Bids

The right is reserved to reject any or all Bids that, in the judgment of the Board/Director, are not in the best interests of the County/Public Works/District. The District further reserves the right to cancel this invitation for bids at any time at its sole discretion. In the event of any such rejection of bids or cancellation of this solicitation, neither the District nor the County will be liable for any costs incurred in connection with the preparation and submittal of a Bid.

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

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

B. Altering Solicitation Document

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

C. County/District Responsibility

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

D. Determination of Bidder Responsibility

1. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is County and District policy to conduct business only with responsible contractors.
2. Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including, but not limited to, County/District contracts. Particular attention will be given

to violations of labor laws related to employee compensation and benefits and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

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

E. Disqualification of Bidders

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

F. Gratuities

1. It is improper for any District or County officer, employee, or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion, or

statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the proposed contract or that the Bidder's failure to provide such consideration may negatively affect the District's consideration of the Bidder's submission. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County or District officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the proposed contract.

2. A Bidder shall immediately report any attempt by a District or County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County/District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Bidder's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

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

H. Notice to Bidders Regarding the Public Records Act

1. All responses to this solicitation shall become the exclusive property of the County and District. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Bidders' bid and corresponding Public Works evaluation documents, Public Works completes contract

negotiations and obtains a letter from an authorized officer of the recommended Bidder that the negotiated contract is a firm offer of the recommended Bidder, which shall not be revoked by the recommended Bidder pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Bidder requesting a County Review Panel, the County Review Panel convenes as a result of such Bidders' request, and (c) with respect to all other Bidders, Public Works recommends the recommended Bidder(s) to the Board and such recommendation appears on the Board agenda, bids submitted in response to this solicitation and corresponding Public Works evaluation documents become a matter of public record, with the exception of those parts of each bid which are justifiably defined as business or trade secrets, and, if by the bidder, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. **Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of bid submission will be accepted. The bidders will not be granted opportunity to make any change or label any portion of their respective bid as "Trade Secret", "Confidential," or "Proprietary" after the submission deadline of the bids.**
3. In the event County and/or District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret," "confidential," or "proprietary," Bidder agrees to defend and indemnify County and District from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Bidders Regarding the County Lobbyist Ordinance

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

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

J. Opening of Bids

Bids will not be publicly opened.

K. Bidder Debarment

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

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

L. Bid Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as

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

M. Bidder's Safety Record

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

N. Qualification of Bidder

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

O. Qualifications of Subcontractor

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

P. Safely Surrendered Baby Law

The Bidder shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part II, Exhibit D of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

Q. Term of Bids

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

R. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a bid will be sufficient cause for the rejection of the bid. The evaluation and determination in this area will be at the Director's/Chief Engineer's sole judgment and the Director's/Chief Engineer's judgment will be final.

S. Wages, Materials, and Other Costs

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

T. Withdrawal of Bids

Bidders may withdraw their Bid anytime before the date and hour set for submission set forth in the Notice for Invitation for Bids upon presentation of a written request to the Director/Chief Engineer signed by an authorized representative of the Bidder or by the person filing the Bid.

SECTION 4

EVALUATION OF BIDS; AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

Subject to the right of the Board to make the ultimate decisions concerning the award of contracts, the District intends to award a contract to the lowest, responsive, and responsible Bidder based on the evaluation criteria in Part I, Section 4.C, Evaluation of Bids, and Section 4.D, Pass/Fail Review, whose Bid provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee shall submit copies of its proof of insurance coverage and original performance bond, if required, within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage and performance bond is submitted to Public Works.

B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works and/or the Chief Executive Office, the Board retains the right to exercise its judgment concerning the selection of a bid, the terms of any resultant contract/agreement, and to determine which bid best serves the interests of the District. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract, or to award a contract to a Bidder other than the lowest Bidder.

C. Evaluation of Bids

1. Bids shall address all the requirements of this IFB and shall adhere strictly to the format and sequence as outlined in Part I, Section 2.A, Bid Format and Content Requirements.
2. All responses to this IFB become the property of the County and District. Upon receipt of a Bid as specified and evaluation of those Bids in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a contract to one of those submitting Bids. The recommended contract will be submitted to Board for consideration and possible approval.
3. The District and/or County may require whatever evidence it deems necessary relative to the Bidder's financial stability.
4. The District and/or County reserves the sole right to judge the Bidder's written and oral representations.

5. The District and/or County may make on-site inspections of Bidder's current jobs and/or facilities.
6. The District and/or County in its sole discretion, may elect to waive any error or informalities in the form of a bid or any other disparity, if, as a whole, the bid substantially complies with the IFB's requirements.
7. Prior to determining the lowest, responsible Bidder from among those submitting Bids not rejected; the bids must be adjusted in accordance with the Transitional Job Opportunities Preference or the Local Small Business Preference or both, as applicable.
 - Transitional Job Opportunities Preference. 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 bid amounts will be adjusted prior to determination of lowest bid as follows: Five percent of the lowest bid will be calculated, and that amount will be deducted from the bids 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.
 - Local Small Business Enterprise (SBE) Preference. 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 bid amounts will be adjusted prior to scoring as follows: Five percent of the lowest bid will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the bids 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.

Subject to such adjustment(s), the District will award the proposed contract to the lowest, responsive, and responsible Bidder from among those submitting Bids not rejected. The lowest, responsive, and responsible Bidder will be based on a determination by Public Works that the Bidder meets the minimum requirements, has completed and submitted all the required/requested information and documents, and has the lowest-cost Bid. The lowest-cost Bid will be determined based on the Total Proposed Annual Price listed on Form PW-2, Schedule of Prices.

D. Pass/Fail Review

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:

1. Bidder will comply with the insurance requirements, outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements, as evidenced by submitting a completed and signed Form PW-16.
2. Bidder and any subcontractors have met the GAIN and GROW Programs requirements (Form PW-10).
3. Bidder and any subcontractors have completed and submitted the Charitable Contributions Certification (Form PW-12).
4. Bidder and any subcontractors have submitted the Jury Service Program Application for Exception and Certification Form (Form PW-3) stating that they accept and will comply with the program requirements or establish their entitlement to an exception to the program.
5. Bidder and any subcontractors have completed and signed all appropriate forms, and Bidder has completed and signed Form PW-2, Schedule of Prices.
6. Bidder is signed in as attending the Bidders' Conference.
7. Bid was time stamped by the Cashier prior to the deadline for submission of the Bid. Any bid without a Public Works time stamp verifying that the deadline for submission has been met will be rejected.
8. The following requirements must be met at the time of bid submission:
 - Bidder or its managing employee must have a minimum of two years of experience cleaning and maintaining catch basins containing trash and debris capturing devices similar in type to those to be maintained under this contract. This information must be entered in Form PW-19, Bidder's Compliance with the Minimum Requirements of the IFB.
 - Bidder's on-site supervisor must have at least one year experience cleaning and maintaining catch basins containing trash and debris capturing devices similar in type to those to be maintained under this contract. This information must be entered in Form PW-19, Bidder's Compliance with the Minimum Requirements of the IFB.
 - Bidder and/or subcontractor has submitted a valid and active California-issued Class A General Engineering Contractors' License to perform repair work.

Bidders/subcontractor who do not possess and/or have listed subcontractors who do not possess the required licenses/certifications/permits at the time of bid submission may result in the immediate rejection of the bid as nonresponsive.

- The Bidder must also submit the required Bid Guaranty as specified in Part 1, Section 2.A.12.

Bidders failing to provide the requested bid guaranty at the time of bid submission will result in the immediate rejection of the bid as nonresponsive.

E. Negotiation

The County and/or District reserves the right to negotiate the terms, conditions, and price of bid(s), in the sole discretion of the District, to achieve the most beneficial program and price for the District. The County and/or District, in its sole discretion, may engage in negotiation with responsive, responsible, and lowest bidder.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

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

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of a solicitation for Board-approved services Contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of the Solicitation Requirements
- Review of a Disqualified Bid/Proposal
- Review of the Proposed Contractor Selection

C. Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the District and/or County not receiving the best possible responses from prospective Bidders.
5. The Solicitation Requirements Review will be completed and Public Works' determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/proposal due date.

D. Place to Submit Requests for Review

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

E. Disqualification Review

1. A bid/proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/proposal is disqualified due to nonresponsiveness, Public Works shall notify the Bidder in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Bidder may submit a written request for a Disqualification Review within the timeframe specified in the written determination.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The person or entity requesting a Disqualification Review is a Bidder;
 - b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

- c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/proposal nonresponsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.
4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Bidder, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where bids are evaluated and scored in accordance to Section 4.C, Evaluation of Bids, the following provisions shall apply:

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

G. Proposed Contractor Selection Review

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

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

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

Upon completing the Proposed Contractor Selection Review, Public Works representative shall issue a written decision to the Bidder within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall

additionally instruct the Bidder of the manner and timeframe for requesting a review by a County Review Panel, Paragraph H, below.

H. County Review Panel

1. Any Bidder that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.
2. A request for review by a County Review Panel may, in the District and/or County's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The person or entity requesting review by a County Review Panel is a Bidder;
 - b. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by Public Works); and
 - c. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from Public Works' written decision and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph G above.
3. Upon completion of the County Review Panel's review, the Panel will forward its report to Public Works, which will provide a copy to the Bidder.

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TABLE OF FORMS

PW-1	VERIFICATION OF BID
PW-2	SCHEDULE OF PRICES
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PW-14	STATEMENT OF TERMINATED CONTRACTS
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PW-16	BIDDER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	STATEMENT OF EQUIPMENT FORM
PW-19	BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF BID

DATE: , 2011		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A BID FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE:			
DECLARANT INFORMATION			
3. NAME OF DECLARANT:			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE BIDDER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE BIDDER (S) IS:			
BIDDER INFORMATION			
6. Bidder's full legal name:			Telephone No.:
Address:			Fax No.:
e-mail:	County WebVen No.:	IRS No.:	Business License No.:
7. Bidder's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Bidder's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input type="checkbox"/> A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this Bid as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Bidder acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid are made, the Bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:	<input type="checkbox"/> (a) I am making these representations and all representation contained in this Bid on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representations all representation contained in this Bid based on information and belief that they are true.		
I declare under penalty of perjury under the laws of California that above information is true and correct.			
Signature of Bidder or Authorized Agent:			Date:
Type name and title:			

**SCHEDULE OF PRICES FOR
INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS
THROUGHOUT LOS ANGELES COUNTY (2011-AN034)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, 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. **Any additional Inserted Catch Basin locations added to this Contract will be charged at the same unit prices reflected on this Form PW-2, Schedule of Prices.**

NOTE:

1. All unit prices listed below shall include labor, equipment, and material, unless otherwise indicated in Exhibit A, Scope of Work.
2. Public Works will reimburse all dumping fees. Public Works will not pay for labor and transportation of debris to the dump site.
3. Public Works will reimburse replacement parts based on County approved submitted invoice.
4. All unit prices shall include all requirements listed under Exhibit A, Scope of Work.

Catch Basin Retrofit Cleaning

<u>Item</u>	<u>Description</u>	<u>Frequency</u>	<u>Unit Price</u>	<u>Estimated # of Units</u>	<u>Annual Price (Frequency X Unit Price X Estimated # of Units)</u>
1.	Routine Dry Season maintenance visit to each Inserted Catch Basin including all activities described in the Scope of Work, Exhibit A. Once per Dry Season.	INSPECTION AND CLEANING			
	a. CPS Catch Basin Inserts	1	\$_____X	4,079	\$_____
	b. CPS/ARS Catch Basin Inserts	1	\$_____X	4,599	\$_____
	c. ARS Catch Basin Inserts	1	\$_____X	5,440	\$_____
	d. MRS Catch Basin Inserts	1	\$_____X	91	\$_____
	e. FBI Catch Basin Inserts	1	\$_____X	33	\$_____
	f. FBI/CPS	1	\$_____X	7	\$_____
	g. MRS/CPS	1	\$_____X	1	\$_____

**SCHEDULE OF PRICES FOR
INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS
THROUGHOUT LOS ANGELES COUNTY (2011-AN034)**

<u>Item</u>	<u>Description</u>	<u>Frequency</u>	<u>Unit Price</u>	<u>Estimated # of Units</u>	<u>Annual Price (Frequency X Unit Price X Estimated # of Units)</u>
2.	Routine Storm Season maintenance visit to each Inserted Catch Basin including all activities described in Exhibit A. Monthly visit from October 1st through April.	INSPECTION ONLY			
	a. CPS Catch Basin Inserts	7	\$_____X	4,079	\$_____
	b. CPS/ARS Catch Basin Inserts	7	\$_____X	4,599	\$_____
	c. ARS Catch Basin Inserts	7	\$_____X	5,440	\$_____
	d. MRS Catch Basin Inserts	7	\$_____X	91	\$_____
	e. FBI Catch Basin Inserts	7	\$_____X	33	\$_____
	f. FBI/CPS	7	\$_____X	7	\$_____
	g. MRS/CPS	7	\$_____X	1	\$_____
3.	Manual MRS and MRS/CPS lock and unlock – Includes all activities described in Exhibit A.	MRS LOCK AND UNLOCK ONLY			
	a. MRS and MRS/CPS lock (Commences on May 1st or first subsequent workday and finish within one week time)	1	\$_____X	92	\$_____
	b. MRS and MRS/CPS unlock (Must remain unlocked for entire October 1 through April 30 storm season)	1	\$_____X	92	\$_____
TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 3					\$_____

**SCHEDULE OF PRICES FOR
INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS
THROUGHOUT LOS ANGELES COUNTY (2011-AN034)**

As-Needed Services

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Estimated # of Units</u>	<u>Annual Price (Unit Rate X Estimated # of Units)</u>
4.	a. As-Needed Post Storm Maintenance Inspection of Inserted Catch Basins as described in Exhibit A	INSPECTION ONLY (There is an average of 4 major storms during the storm season)			
	1. CPS Catch Basin Inserts	Unit Rate	\$ _____ X	16,316 (4079 catch basins x 4 storms)	\$ _____
	2. CPS/ARS Catch Basin Inserts	Unit Rate	\$ _____ X	18,396 (4599 catch basins x 4 storms)	\$ _____
	b. As-Needed cleaning of Inserted Catch Basins as described in Exhibit A	CLEANING ONLY (There is an average of 4 major storms during the storm season)			
	1. CPS Catch Basin Inserts	Unit Rate	\$ _____ X	16,316 (4079 catch basins x 4 storms)	\$ _____
	2. CPS/ARS Catch Basin Inserts	Unit Rate	\$ _____ X	18,396 (4599 catch basins x 4)	\$ _____
	3. ARS Catch Basin Inserts	Unit Rate	\$ _____ X	5,440	\$ _____
	4. MRS Catch Basin Inserts	Unit Rate	\$ _____ X	91	\$ _____
	5. FBI Catch Basin Inserts	Unit Rate	\$ _____ X	33	\$ _____
	6. FBI/CPS	Unit Rate	\$ _____ X	7	\$ _____
	7. MRS/CPS	Unit Rate	\$ _____ X	1	\$ _____
	c. As-Needed Repair of Catch Basin Inserts as described in Exhibit A	Hourly	\$ _____ X	1,800	\$ _____
	d. As-Needed Monitor and Measuring of trash – uncompressed volume (Volume (in gallons (gal)) that is obtained when trash is placed in an open container and allowed to settle without being mechanically compacted.)	Unit Rate	\$ _____ X	100	\$ _____

**SCHEDULE OF PRICES FOR
INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS
THROUGHOUT LOS ANGELES COUNTY (2011-AN034)**

e. As-Needed Monitor and Measuring of trash – drip dry weight (Trash shall be considered to be Drip-Dry when water does not drain away or pond if the trash is tumbled and stacked in a pile on level ground.)	Unit Rate	\$_____X	100	\$_____
f. As-Needed Replacement of Catch Basin Inserts as described in Exhibit A	Hourly	\$_____X	1,800	\$_____
TOTAL PROPOSED ANNUAL PRICE FOR ITEM 4 (AS-NEEDED SERVICES)				\$_____

TOTAL PROPOSED ANNUAL PRICE (TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 3 + TOTAL PROPOSED ANNUAL PRICE FOR ITEM 4)	\$_____
--	----------------

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

**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 Bidder 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:

BIDDER'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
 SERVICE BY BIDDER: _____
 BID DATE: _____

This information must include all work undertaken in the State of California by the Bidder and any partnership, joint venture, or corporation that any principal of the Bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of Bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Bidder. The Bidder may attach any additional information or explanation of date which the Bidder would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2006	2007	2008	2009	2010	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

 Name of Bidder or Authorized Agent (print)

 Signature

 Date

CONFLICT OF INTEREST CERTIFICATION

I, _____

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

 of _____
 Name of Bidder

make this certification in support of a Bid 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 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 bid and cancellation of any contract awarded pursuant to this bid.

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

Signed _____

Date _____

BIDDER'S REFERENCE LIST**BIDDER'S NAME:** _____**PROPOSED CONTRACT FOR:** _____

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

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

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

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

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

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

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

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

BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Bidder's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Bidder 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 anti-discrimination laws of the United States of America and the State of California.

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

Authorized Representative	
Signature	Date

LIST OF SUBCONTRACTORS

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

☐ Bidder in providing the requested services will not utilize Subcontractors. Bidder will perform all required services.

[illegible]

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

All Bidders responding to the Invitation for Bids must complete and return this form for proper consideration of the Bid.

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: 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. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
-----------------------	--------	-------

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- ☐ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and declares a willingness to provide employed GAIN and GROW participants access to Bidder's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST AN IFB SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Bidder Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Bidder must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)
(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Bidder: _____

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****NO**

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder 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

Bidder 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)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

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

- ☐ I am not 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

BIDDER'S LIST OF TERMINATED CONTRACTS

BIDDER'S NAME: _____

☐ Bidder has not had any contracts terminated in the past three years.

Bidder must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Bidder or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____

DATE: _____

BIDDER'S PENDING LITIGATIONS AND JUDGMENTS

Bidder's Name: _____

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

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

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

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

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

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

Signature of Bidder: _____ Date: _____

**INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS
THROUGHOUT LOS ANGELES COUNTY (2011-AN034)**

BIDDER'S INSURANCE COMPLIANCE AFFIRMATION

Bidder's Name

Address

- ☐ If awarded the contract: Bidder will comply with the insurance coverage and performance bond provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements and the Fifteenth paragraph of the Agreement of this Invitation for Bids, and Bidder will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, and the performance bond requirements specified in the Fifteenth paragraph of the Agreement throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ Bidder will not comply with the insurance coverage and performance bond provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements and the Fifteenth paragraph of the Agreement of this Invitation for Bids, and Bidder will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, and the performance bond requirements specified the Fifteenth paragraph of the Agreement throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your bid will be immediately disqualified as non-responsive.

Bidder's Printed Name

Bidder's Signature

Date

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Bidder certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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:

[illegible]

**INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS THROUGHOUT
LOS ANGELES COUNTY (2011-AN034)**

BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB

BIDDER MUST CHECK A BOX IN EVERY SECTION

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

1. Bidder or its managing employee must have a minimum of two years of experience cleaning and maintaining catch basins containing trash and debris capturing devices similar in type to those to be maintained under this contract.

- ☐ Yes. Bidder or its managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your bid to support this minimum mandatory requirement).

No. of Years	Description of Service

and/or, managing employee

Name	No. of Years	Description

- ☐ No. Bidder or its managing employee does not meet the experience requirement stated above. **If you check this box, your bid will be immediately disqualified as non-responsive.**

2. Bidder's on-site supervisor must have at least one year experience cleaning and maintaining catch basins containing trash and debris capturing devices similar in type to those to be maintained under this contract.

- ☐ Yes. Bidder's on-site supervisor does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your bid to support this minimum mandatory requirement).

Name	No. of Years	Description

☐ No. Bidder's on-site supervisor does not meet the experience requirement stated above. **If you check this box, your bid will be immediately disqualified as non-responsive.**

3. Bidder and/or subcontractors, if any, must possess a valid and active California-issued Class A General Engineering Contractors' License **to perform repair work.**

☐ Yes. Bidder has submitted copies of the Bidder's, and/or subcontractors' valid California-issued Class A General Engineering Contractors' License to perform repair work. (In addition to responding on this form, as specified in Part I, Section 2.A.10, Licenses and Certifications, please provide copies in your bid to support this minimum mandatory requirement).

☐ No. Bidder did not submit copies of the Bidder's, and/or subcontractors' valid California-issued Class A General Engineering Contractors' License to perform repair work. **If you check this box, your bid will be immediately disqualified as non-responsive.**

I declare under penalty of perjury that the above information is true and accurate.

Bidder's Name:	
Address:	
Authorized representative:	
Signature:	Date:



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

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

WE RECOGNIZE...

The importance of small business to the County:

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

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

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

WE THEREFORE SHALL:

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

Listing of Contractors Debarred in Los Angeles County

Vendor Name:	G COAST CONSTRUCTION INC.	
Alias:		
Debarment Start Date:	9/11/2007	Debarment End Date: 9/10/2012
Principal Owners and/or Affiliates:	Ezra Levi	

Vendor Name:	INSPECTION ENGINEERING CONSTR	
Alias:	Inspection Engineering Construction	
Debarment Start Date:	6/13/2006	Debarment End Date: 6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi	

Vendor Name:	ARROWHEAD EMANCIPATION PROGRAM, INC.,	
Alias:		
Debarment Start Date:	7/08/2008	Debarment End Date: PERMANENT DEBARMENT
Principal Owners and/or Affiliates:	Irma F. Reed and Charlene Williams	

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

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

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

REGISTERING IS IMPORTANT

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

HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

(213) 974-1093 (213) 974-1578

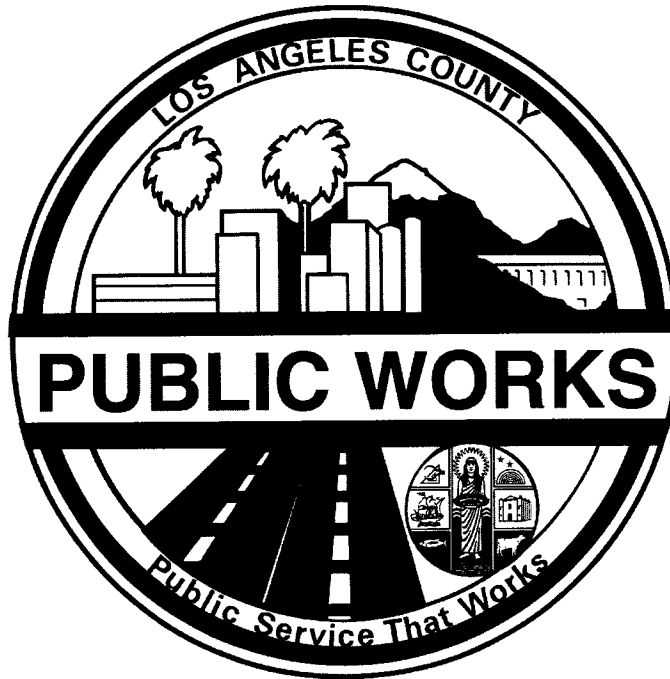
A copy of the ordinance is available for your review at this County facility or on the Internet.

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

Thank you for your cooperation and attention.

Part II

Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

AND

[NAME OF CONTRACTOR]

FOR

INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS
CATCH BASINS THROUGHOUT LOS ANGELES COUNTY
(2011-AN034)

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SAMPLE AGREEMENT FOR
INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS
THROUGHOUT LOS ANGELES COUNTY

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the County of Los Angeles Board of Supervisors, acting as the governing body of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as (DISTRICT) and [NAME OF CONTRACTOR] a [Form of Entity], (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the DISTRICT of the CONTRACTOR'S bid filed with the DISTRICT on _____ 2011, hereby agrees to provide services as described in this Contract for insert catch basin maintenance for various catch basins throughout Los Angeles County as described herein, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Inserted Catch Basin Locations; Exhibit G, Catch Basin Standard Plans and Specifications; Exhibit H, Inserted Catch Basin Inspection Report; Exhibit I, Inserted Catch Basin Repair Report; Exhibit J, Sample Bond for Faithful Performance; Exhibit K, Flood Maintenance Division's Confined Space entry Permit and Confined Space Manual; the CONTRACTOR'S Bid, all attached hereto; the Invitation for Bids; and Addenda to the Invitation for Bids, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the Chief Engineer to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the bid and attached hereto as Form PW-2, an amount not to exceed \$ _____ per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the DISTRICT may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on _____ or execution by both parties, whichever occurs last. At the sole discretion of the DISTRICT, this Contract may be extended in increments of one year, not to exceed a total Contract period of five years. The DISTRICT, acting through the Chief Engineer, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. At the sole discretion of the DISTRICT, in lieu of extending

the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Chief Engineer 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 Chief Engineer will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Chief Engineer may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the DISTRICT.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: 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

EIGHTH: 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.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager acting on behalf of the DISTRICT 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.

TENTH: 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.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: The CONTRACTOR shall have no claim against the DISTRICT for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the DISTRICT and shall immediately repay all such funds to the DISTRICT. Payment by the DISTRICT for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the DISTRICT'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

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

FOURTEENTH: The CONTRACTOR agrees in strict accordance with this Contract's specifications and conditions to meet the DISTRICT'S requirements.

FIFTEENTH: A faithful performance bond, in substantially the form attached as Exhibit J, is required in a sum not less than 50 percent of the total annual Contract amount, payable to the DISTRICT, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by the CONTRACTOR in a manner that is satisfactory and acceptable to the DISTRICT. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to DISTRICT conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the DISTRICT upon demand and in a sum not less than 50 percent of the annual Contract price may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of Contract upon which the DISTRICT may immediately terminate or suspend this Contract. The CONTRACTOR shall pay all security premiums, costs, and incidentals.

SIXTEENTH: This Contract constitutes the entire agreement between the DISTRICT 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 DISTRICT has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chief Engineer, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Date

SCOPE OF WORK

INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS THROUGHOUT LOS ANGELES COUNTY (2011-AN034)

A. Overview of Work

The work to be performed pursuant to this Contract consists of both scheduled and as-needed inspection and cleaning of Catch Basins and Inserts and as-needed repair of Inserts. The scheduled inspections of the Catch Basins and Inserts will be performed annually during the Dry Season ("Dry Season") and monthly during the Storm Season ("Storm Season") and after certain storm events, as provided herein. During the Storm Season, cleaning of the Connector Pipe Screen (CPS) Inserted Catch Basins will be required when they are filled to 40 percent capacity and non-CPS Catch Basins will be cleaned as needed. During the Dry Season, all Catch Basins and Inserts will be cleaned at the time of the annual inspection.

The work will be performed on 5,053 inserted Catch Basins in the unincorporated County as described in Part I of Exhibit F, Los Angeles County Inserted Catch Basins To be Maintained. An additional 9,200 inserted Catch Basins located within cities or unincorporated County areas within the boundaries of the Los Angeles County Flood Control District, as shown in Part II of Exhibit F may be added to this Contract at the sole discretion of the District. The Contractor's service under all terms of this Contract will be offered to cities in the County that have been provided with District Permits to install Inserts in District Catch Basins. As a condition of the Permits, the cities are required to maintain the Inserts. As such, the total number of inserted Catch Basins to be serviced under this Contract could increase to a potential total of approximately 14,253. The District may add or remove Catch Basins to this Contract based on the cities' participation or the needs of the District at any time during the duration of the Contract.

B. Public Works Contract Manager

Public Works Contract Manager will be Ms. Wicky Yueng of Flood Maintenance Division, who may be contacted at (626) 458-4152, e-mail address: wyueng@dpw.lacounty.gov Monday through Thursday, 7 a.m. to 4:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager. The Contract Manager may be assisted by an assigned Public Works Representative (PWR) in the field.

C. Facility Location

Catch Basins to be inspected, cleaned and maintained pursuant to this Contract are identified in Exhibit F, Los Angeles County Inserted Catch Basins to be Maintained. Part I of Exhibit F provides a listing of all 5,053 inserted Catch Basins located within the County of Los Angeles to be included in this Contract at its commencement. Part II of Exhibit F is a map where 9,200 inserted Catch Basin work locations may be added in unincorporated County and cities within the Los Angeles County Flood Control District Boundaries that are not to be serviced as of the commencement date of this Contract, however may be added to this Contract at the sole discretion of the District. All work locations will be on County or city streets and will not include any island locations, including Catalina or San Clemente. The District may add or remove Catch Basins to this Contract based on the District's needs and cities' participation at any time during the duration of the Contract. Part 1 of Exhibit F will be modified as inserted Catch Basins ("Catch Basins") are added or removed, through a Change Order as described in Exhibit B, Section 2.A, Amendments.

D. Background

The County has the following four types of Catch Basin Inserts ("Inserts"):

- Automatic Retractable Screen (ARS) (including Clean Screen and Tony Trap inserts). A diagram of an ARS Catch Basin Insert is attached as Exhibit G.1.
- Connector Pipe Screens (CPS). A diagram of a CPS Catch Basin Insert is attached as Exhibit G.2. Many CPS Inserted Catch Basins are also fitted with an ARS Insert and are identified herein as CPS/ARS Catch Basin Inserts.
- Manual Retractable Screen (MRS). One (1) MRS Inserted Catch Basin is also fitted with a CPS Insert and is identified herein as MRS/CPS Catch Basin Inserts.
- Filter Basket Insert (FBI). Seven (7) FBI Inserted Catch Basins are also fitted with a CPS Insert and are identified herein as FBI/CPS Catch Basin Inserts.

ARS and MRS Inserts prevent trash and debris from entering the Catch Basin during dry weather and moderate storm flows, thereby maintaining trash and debris within the street for collection by street sweepers or other equipment. FBIs and CPS allow debris to collect in the Catch Basins for later removal.

CPS Inserts are 5 mm screens located around the connector pipes within the Catch Basin. They act as a secondary defense against trash bypassing the ARS Inserts.

ARS and MRS Inserts have a locking mechanism in the closed position to prevent street sweeping equipment from opening the screen during maintenance activities and prevent opening by unauthorized persons. Tony Traps and Clean Screens are classified as ARS Inserts. The only difference between the two is the difference in screen openings. The Tony Traps are attached at the base of the Catch Basin inlet and fold down to allow water in; Clean Screens are attached at the roof of the Basin inlet and fold up to allow water in. ARS Inserts are classified into two types. Type I Inserts are opened by the force of water acting directly on the screen to overcome resistive force of the spring holding the screen closed during dry conditions. Type II Inserts collect storm water in a container and use the weight of that water to operate the moving parts that cause the screen to open. Further details for the ARS and CPS Inserts are outlined in Exhibit G, Catch Basin Insert Standard Plans and Specifications.

The FBIs are mounted on the wall inside the Catch Basin directly beneath the curb opening. They collect trash and debris from low to moderate water flow. At higher than moderate to peak water flows, the FBIs allow the flow of the full hydraulic design capacity of the Catch Basins over the basket, into the Catch Basins and out of the connector pipes with no fixed obstructions.

E. Work Description

The work to be performed under this Contract consists of the inspection and the cleaning of Catch Basins and Inserts. As requested by the PWR, additional as-needed work to be performed under this Contract shall consist of the repair and/or replacement of Inserts.

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

The Contractor shall inspect each Catch Basin and shall remove trash and debris from the Catch Basins and Inserts to the maintenance standards specified in Section 4 of this Exhibit.

1. Annual Inspection and Cleaning of Catch Basins and Catch Basin Insert(s)

- a. Annual Inspections - Contractor shall inspect and clean all Catch Basins and Inserts within 30 days of this Contract's Notice to Proceed (NTP) and annually, thereafter during the Dry Season, to

-A.3-

Inserted Catch Basin
Maintenance
2011-AN034

assess conditions, and identify needed repairs and replacement, unless otherwise approved by the PWR. Upon Board approval and execution of Contract by both parties, Contractor and Contract Manager and/or PWR shall have a preliminary meeting to discuss the scope of work requirements. The NTP will be issued after the meeting detailing commencement of services. Inspection of all Catch Basins and Inserts shall consist of a physical/visual assessment and shall satisfy the inspection criteria as described below and shall include removal of trash and debris that blocks the Insert or prevents it from functioning as designed.

- b. Throughout the course of the Contract, additional inserted Catch Basins may be added to the Contract. The Contractor shall inspect these additional inserted Catch Basins upon notification by the PWR in writing that the additional locations have been added. Newly added Catch Basins and Inserts shall be inspected within seven calendar days of the notification by the PWR.
- c. If any of the Inserts require repair or complete replacement, the Contractor shall notify the PWR in writing on the Inserted Catch Basin Inspection Report Form (Exhibit H). The repair or replacement of these Inserts will be left to the discretion of the PWR.
- d. Contractor shall submit within seven (7) calendar days of the NTP an inspection schedule for all Catch Basins and Inserts. The Contractor shall notify the PWR of any changes to the schedule prior to performing any work. Any inspection schedule changes deemed necessary by the PWR shall be submitted within seven (7) calendar days of PWR's request. Within 30 calendar days of the NTP, Contractor will complete the initial annual inspection and cleaning of all Catch Basins and Inserts, unless otherwise approved by the PWR. The annual inspections in subsequent contract years will commence on the anniversary date of the NTP and will be completed within 30 calendar days thereafter, unless otherwise approved by the PWR.

2. Inspection Criteria

For each inspection performed under this Contract, the Contractor must perform a thorough inspection of the Catch Basin and Insert to evaluate all criteria identified herein and complete the Inserted Catch Basin Inspection Report Form, Exhibit H, ("Inspection Report").

- a. For each inspection, the Contractor shall submit a completed Inspection Report that describes the physical condition of each Catch Basin and Insert including, but not limited to:
 1. Exterior damage.
 2. Bent or missing protection bars.
 3. Damaged manholes.
 4. Damaged face plate.
 5. Other physical damage.
 6. Insert type.
 7. Cemented materials that have been dumped on or into the Catch Basin which cannot be removed by normal clean out operations.
 8. Visual verification of Inserts mechanical parts (e.g. missing or damaged hardware, bolts, screws etc.) and hardware required.
 9. Physical operation of the ARS to verify that the Insert opens and closes freely and locks in place in the closed position as designed.
 10. Volume of trash in the Catch Basin.
 11. Potential blockages to CPS Inserts due to trash or debris stuck to the Insert.
- b. During each inspection, remove all trash and debris found in front of curb opening or side opening Catch Basins, and on top or between the metal grates of grated Catch Basins and shall remove all vegetation growing across and/or blocking the Basin opening.
- c. The Contractor shall visually assess the volume of trash and debris within each Catch Basin as a percentage of the total storage volume of each individual Catch Basin and document the results in the Inspection Report. During the Storm Season, Contractor shall, within seven (7) calendar days of the inspection, remove all trash and debris from within a CPS-inserted Catch Basin when the volume of trash and debris in that Catch Basin is at or above the 40 percent level on its gauge board.
- d. GPS Requirements for Inspection - The Contractor shall provide Global Positioning Satellite (GPS) based photographic documentation in support of the Inspection Report notations (e.g. to document required repair or excessive accumulation of trash and debris). This photographic documentation must be to the satisfaction of the PWR and must conform to the Requirements listed in this Exhibit A, Item E.4.b. Photographs with a minimum resolution of six (6) megapixels (1600 x 1200 pixels) must be taken

with a digital camera and supplied to the PWR electronically or on a CD concurrently with the Inspection Report. The photographs must be labeled by Catch Basin number and date taken. Those Inserts needing repairs/replacements shall be identified on the Inspection Report.

- e. For each Insert requiring repair/replacement, the Inspection Report shall include a cost estimate per Catch Basin for any repair/replacement work needed. Any repair/replacement of these Inserts will be left to the discretion of the PWR. Contractor shall provide a completed Inserted Catch Basin Repair Report (Exhibit I) at the conclusion of any approved repair work.

3. Seasonal Inspection and Cleaning:

- a. Storm Season - For the purposes of this Contract, the Storm Season shall be considered to begin on October 1 and end on April 30. The average rainfall for the County of Los Angeles is approximately 15 inches per year; however, it would not be unusual to see storm totals of 20 inches or more per year. Countywide, an average Storm Season produces four "major storm events," i.e., a storm with an intensity of 1 inch or more per 12 hours and 12 storm events with an intensity of 0.1 inch - 1.0 inch per 12 hours. Although, the average is four major storm events, previous Storm Seasons have produced as many as eight major storm events with an intensity of 1 inch or more per 12 hours and as many as 19 storm events with an intensity of 0.1 inch - 1.0 inch per 12 hours. It is anticipated that cleaning shall be required after each major storm event. During the Storm Season, the Contractor may adjust their cleaning schedule around inclement weather with approval from the PWR.

- 1. Monthly Inspections - The Contractor shall inspect all Catch Basins once a month during the Storm Season unless otherwise directed by the PWR. The Inspection Criteria, described above in Section E.2 must be followed, and the Inspection Report must be provided at the completion of the inspection.
- 2. As-Needed Inspections/Cleaning of CPS, CPS/ARS, FBI/CPS, and MRS/CPS Inserts - All Catch Basins containing CPS, CPS/ARS, FBI/CPS, and MRS/CPS inserts shall be inspected within seven (7) calendar days after a major storm event that produces 1 inch or more of rainfall in a 12-hour period within a designated watershed, only as

directed by the PWR. This seven (7) day inspection period must not start earlier than one (1) calendar day after the end of inclement weather. The Contractor shall, within seven (7) calendar days, remove all trash and debris from those Catch Basins that require cleaning as provided in Section 4.a. Inserts shall be inspected to ensure that they perform as designed upon completion of each cleaning.

3. As-Needed Cleaning of MRS, ARS and FBI Inserted Catch Basins - The Contractor shall clean MRS, ARS, and FBI Inserted Catch Basins within seven (7) calendar days of a storm event, only as directed by the PWR. The seven (7) day cleaning period shall commence on a date determined by the PWR. Inserts shall be inspected to ensure that they perform as designed upon completion of each cleaning.
- b. Dry Season - For the purposes of this Contract the dry weather season shall be considered to begin on May 1 and end on September 30. It is expected that during the Dry Season Catch Basins and Inserts shall require minimal maintenance. Maintenance shall be required around storms events, should they occur as directed by the PWR. In addition to maintenance required due to storm events, Dry Season inspection and cleaning of all Inserts and Catch Basins (including the removal of all trash and debris) shall be performed by the Contractor before October 1st on an annual basis, once per Dry Season. Changes to this schedule may be made by PWR. MRS and MRS/CPS Inserted Catch Basins must be inspected within two (2) weeks prior to the October 1 Storm Season commencement date or such earlier date as directed by the PWR.
- c. MRS Inserts - All MRS Inserts have a manual locking device, which must be unlocked and locked depending on the season.
1. Contractor shall unlock the MRS Inserts during the pre-Storm Season cleaning, which shall be considered to begin on May 1 and end on September 30, and keep them unlocked for the entire October 1 through April 30 Storm Season. The MRS insert must also be unlocked for catch basins that have MRS/CPS inserts. All cleaning and unlocking shall be completed at least two weeks prior to the October 1 Storm Season commencement date or such earlier dates as directed by the PWR.

2. Contractor shall commence locking the MRS Inserts on May 1, or the first subsequent workday provided this date falls on a holiday or weekend, and complete locking within one (1) week's time.
 3. Contractor must provide documentation to the PWR including the date of locking and unlocking, and any other pertinent comments including the condition of the Insert, screen, and Catch Basin.
4. Cleaning Standards Requirements:
- a. During the Dry Season annual inspection, Contractor shall remove all trash and debris from all Inserts and Catch Basins. During the Storm Season, Contractor shall clean CPS Inserted Catch Basins when trash and debris reach the 40 percent mark on the wall gauge and clean non-CPS Inserted Catch Basin as needed, at the direction of the PWR. Contractor must notify the PWR of a need for cleaning of non-CPS Inserted Catch Basins. Contractor shall clean all non-CPS Inserts at the time of each inspection. Inserts shall be inspected to ensure that they perform as designed upon completion of each cleaning.
 - b. GPS Requirements for cleaning - The Contractor shall provide Global Positioning Satellite (GPS) based photographic documentation to show each Catch Basin that requires cleaning. This photographic documentation must be to the satisfaction of the PWR. Digital photographs conforming to the requirements of this section must be supplied to the PWR electronically or on a CD. The photographs must be labeled by Catch Basin number and date taken. The GPS location of each Catch Basin shall be recorded as latitude and longitude in degrees, minutes, and seconds. Each numerical second shall be noted to four places past the decimal. Each Catch Basin shall be located within a level of precision of 20 feet or less. Vegetation and topography may reduce the precision of the GPS to less than 20 feet at some locations. Catch Basins that cannot be located with a precision of 20 feet or less shall be noted on the photograph along with the indicated level of precision and brought to the attention of the PWR. Photographs shall depict before and after removal of trash conditions and authenticate the amount of trash in the Catch Basin based on the level markings located on the Catch Basin wall gauge. Cleaning is required when the trash and debris level within the Catch Basin reaches the 40 percent level unless otherwise directed by the

PWR. Photographs must be taken with a digital camera using the following criteria:

1. Minimum photographic resolution of six (6) megapixels (1600 x 1200 pixels).
2. The file format of each photo shall be JPEG.
3. The digital files shall be named according to the following syntax:
"XXXXXXXXXX – INT/EXT–BEFORE/AFTERMM_DD_YY.JPG",
where:
 - a. XXXXXXXXXX is the nine-digit County Catch Basin ID number.
 - b. INT or EXT to indicate interior photograph or exterior photograph.
 - c. BEFORE or AFTER to indicate before or after cleaning.
4. Each photo shall include a sign in the photo (e.g., whiteboard or chalkboard) that clearly shows the nine-digit County Catch Basin ID number.
5. The Contractor shall submit a set of photographs on CD-ROMs or USB flash drives.

c. Maintenance Conditions and Maintenance Standards

Listed below are maintenance standards, which shall apply to this Contract. Consistent failure to meet these standards will constitute a breach of Contract, which could result in Contract termination, as described in Exhibit B, Section 3.C. The cleanout and inspection of each Catch Basin and Insert shall, at a minimum, meet the maintenance standards listed below. At the conclusion of each inspection, without regard to whether the Catch Basin was cleaned, there must be:

1. No trash and debris located immediately in front of or blocking the Catch Basin/Insert opening or on top of or between metal grates.
2. No trash and debris within the Catch Basin in excess of the 40 percent wall gauge mark.
3. No trash and debris trapped by/or in the Insert(s).
4. No trash and debris in connector pipe opening and/or in the connector pipe for a distance of 6 (six) feet from the opening.

Trash and debris that is to be removed by Contractor shall include, but is not limited to, mud, vegetation, and garbage. Upon completion of a cleanout operation at any Catch Basin and prior to leaving, the Contractor shall sweep and clean the top surface of the Catch Basins and Inserts and

remove all resulting debris and in an area of at least 2 feet around the Catch Basins. The Contractor shall remove any trash and debris resulting from the cleanout operations. No debris is to be left at any Catch Basin for future pickup.

5. Manhole Requirements During Inspection and/or Cleaning

- a. The Contractor shall remove the existing manhole covers as required to access inside the Catch Basins and shall reinstall and fasten the manhole cover whenever the Catch Basins are left unattended or before leaving the work area. Screws or bolts that cannot be reused or were damaged by the Contractor shall be replaced with new ones meeting the requirements specified in the applicable standard plans in the Standard Plans for Public Works Construction (SPPWC) book. The replacement of the screws or bolts shall be at no additional cost to Public Works and should be noted on the Inspection Report. Screws and bolts must be available to Contractor's inspection crew at all times. Contractor shall not leave manhole covers open or detached and unattended at any time.
- b. The Catch Basin cover screws may be frozen. It shall be the Contractor's responsibility to remove each frozen cover screw. If, during their removal, the Catch Basin covers or screws should become damaged, it shall be the Contractor's responsibility to replace them in accordance with the applicable standard plans in the SPPWC book and to redrill and tap new holes, if necessary, at no additional cost to Public Works.
- c. If heat is used to facilitate removal of frozen cover screw, the screws must be checked the following workday to verify they have not refrozen.
- d. Before leaving any Catch Basin, the Contractor shall thoroughly clean all trash and debris from the manhole frame and cover. When replacing the Catch Basin covers, the Contractor shall grease all Catch Basin cover screws with a high temperature thread lubricant and seal grease (Jet-Lube by Koper-Kote or equal) and shall furnish and replace any missing screws, at no additional cost to Public Works.
- e. Chemicals or solvents are not allowed for cleaning the Catch Basins without the approval of the PWR. When chemicals or solvents are approved, at no time shall they be discharged into the storm drain.

6. Stenciling

- a. Upon the satisfactory cleanout of each Catch Basin, the Contractor shall stencil a two digit number for the current clean out month and four digit year with red paint in 3-inch high letters on the back wall at the downstream end of the Catch Basin. For example, October 2010, would be stenciled "10-2010", and January 2011, would be "01-2011". All preexisting month–year stencils shall be covered neatly with grey paint prior to stenciling the current year. On grate-type Catch Basins, the stencil shall be placed on the wall perpendicular to the grate bars. Stencil is to be plainly visible from the street surface and placed a minimum of 18 inches and a maximum of 24 inches below the top of the Catch Basin.
- b. The Contractor shall stencil the "No Dumping, This Drains to Ocean" logo on the top slab above each Catch Basin if it is not already present or if the marking is faded. The PWR will provide the Contractor with the stencil.
- c. The Contractor shall restencil the "percentage" gauge markings in each CPS inserted Catch Basin on an annual basis, unless otherwise directed by the PWR.

7. Trash and Debris Removal and Disposal

a. Method of Removal

Contractor may make its own determination whether trash and debris will be removed manually or using an electronic vacuum. The Contractor shall not allow any trash or debris to enter the connector pipes or main lines as a result of the cleanout operations.

b. Method of Disposal

- (1) Prior to the start of the Work, the Contractor shall identify his intended disposal sites in writing to the PWR. All debris and trash removed under this Contract shall become the property of the Contractor and shall be legally disposed of away from the Catch Basin sites at approved waste disposal locations. This includes obtaining approvals from all jurisdictional agencies, as applicable.
- (2) All vehicles used by the Contractor to transport debris to approved disposal or dump sites shall be equipped so

leakage of liquid and spillage do not occur. Covering the load during transport shall be required. Vehicles and personnel operating vehicles that do not comply with this requirement may be ordered removed from the Contract at the sole discretion of District and shall not be utilized again.

- (3) The Contractor is solely responsible for safe operation of transport vehicles and compliance with all applicable laws including, but not limited to vehicle code, local ordinances, and parking regulations.
- (4) The Contractor shall be responsible for removing any dead animal from inside the Catch Basins. A list of local Animal Care and Control offices are provided below for pickup and disposal of dead animals. The Contractor shall also be solely responsible for contacting and coordinating with Animal Care and Control.

Duarte Animal Control (626) 357-7938	County of Los Angeles Animal Care and Control Downey Shelter (562) 940-6898	City of Los Angeles Bureau of Sanitation (800) 773-2489
Pasadena Humane Society (626) 792-7151	South East Area Animal Control Authority (562) 803-3301	County of Los Angeles Animal Care and Control Carson Shelter (310) 523-9566
San Gabriel Valley Humane Society (626) 286-1159	Bellflower Animal Control (562) 804-1424	County of Los Angeles Animal Care and Control Agoura Shelter (818) 991-0071
Temple City Animal Control (626) 285-7187	County of Los Angeles Animal Care and Control Baldwin Park Shelter (626) 962-3577	Burbank Animal Shelter (818) 238-3340
Inland Valley Humane Society (909) 623-9777		

- c. Contractor must separate/apportion trash according to its origin, identifying by specific City or unincorporated County and invoice appropriate entity. The Contractor is responsible for reporting the jurisdictional percentage of the debris being disposed of as

accurately as possible. These invoices must indicate the weights or volume of debris disposed.

- d. Public Works will reimburse all dumping fees. Public Works will not pay for labor and transportation of debris to the dump site. In addition, the Contractor shall furnish the original or copies of the Inspection Reports, debris disposal invoices or billings from each disposal site, which show all pertinent information to the PWR at the end of each cleaning interval, before payment to the Contractor.
- e. 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 Contract Manager or 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.

8. Public Convenience and Safety

Payment for implementing, administering, and providing all materials, equipment, and personnel to perform traffic control shall be included in the Total Proposed Annual Price. The Contractor shall adhere to the following requirements:

a. Traffic and Access

Unless otherwise required, the Contractor shall provide and maintain 11-foot wide traffic lanes plus a minimum 1 (one) foot clearance between traffic delineators and equipment on new or existing pavement as follows: maintain local access at all times, maintain traffic on the proper sides of any raised median or double yellow centerline at all times. If the sidewalk is to be closed, the Contractor shall post appropriate warning signs and barriers.

b. Street Closures, Detours, Barricades

All street closures, detours, lane closures, signs, lights, and other traffic control devices shall conform to the California Manual on Uniform Traffic Control Devices (California MUTCD) available on the Caltrans website:

www.dot.ca.gov/hg/traffops/signtech/mutcdsupp/index.htm

c. Construction Traffic Control and Traffic Control Plan

The California MUTCD shall govern the design of the proposed traffic control. Simple daytime lane closures may be installed in accordance with the California MUTCD or the Work Area Traffic Control Handbook, 2009 Edition, when approved by Public Works.

d. Traffic Control Devices

Unless otherwise specified on the Traffic Control Plans (if required), traffic control devices shall conform to the California MUTCD.

e. Confined Spaces

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while performing all work related to this Contract.

Entry into permit-required confined spaces as defined in California Code of Regulations Title 8, Section 5157, may be required as a part of the work. All Catch Basins, manholes, tanks, vaults, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures as provided in Flood Maintenance Division's Confined Space Entry Permit and Confined Space Manual (Exhibit K) demonstrate otherwise.

Public Works protects its employees working in storm drain facilities, subdrain vaults, or any confined space area by following the procedures in the Confined Space Manual, Exhibit K. The Contractor shall follow Flood Maintenance Division's Confined Space Manual. All Contractor costs for implementing and administering equipment and personnel for compliance with the Confined Space manual are included in the Total Annual Price for the Contract.

The Contractor shall implement a confined space program prior to performing any manned entry work in a permit-required confined space. A copy of the permit shall be available at all times for review by Contractor and PWR at the Work site.

During entry, the Contractor shall continuously test for safe atmospheric conditions in each Catch Basin. Testing shall be done immediately prior to removing the manhole cover and continuously

thereafter while working in the Basins. Gas meters shall test for oxygen deficiency or enrichment, flammable gases, hydrogen sulfide, and carbon monoxide. The Contractor shall test the atmosphere in the Catch Basins using a gas meter that tests for all four gases simultaneously. Instruments shall be "bump checked" at the start of each day to verify calibration.

If unsafe atmosphere readings are indicated, the Contractor shall use a blower to provide continuous ventilation of the Catch Basin. There shall be no manned entry until atmosphere readings in the Catch Basin show that no hazardous atmospheric conditions exist.

Before beginning work, the Contractor shall provide Public Works with copies of the Contractor's Injury Illness Prevention Program, Proof of Training for Confined Space Entry, Proof of Training for Fall Protection and a Rescue Plan. The receipt of these documents by Public Works does not constitute an approval of the Contractor's program.

- f. Failure to comply with the above requirements shall constitute noncompliance with the Contract and result in suspension of Contract and/or payments.

9. Report of Discharge, Notices, or Orders

When the Contractor identifies any discharge into any Catch Basin, which causes, or potentially causes, a condition of pollution, the Contractor shall immediately call PWR, during normal working hours, and 1-800-675-4357, to report the incident. When the Contractor notices that a Catch Basin contains a connection, other than the Catch Basin's outlet connector pipe, the Contractor shall notify the PWR. If the Contractor receives a written notice or order from any regulatory agency, the Contractor shall so inform the PWR within 24 hours. If a Cease Work Order is received by the Contractor, all work must stop immediately. The Contractor shall also submit a written report to the PWR within 24 hours of the notice or order. The report shall include the following information:

- a. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- b. All water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- c. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or

order, including additional measures installed or planned to reduce or prevent recurrences.

- d. An implementation and maintenance schedule for any affected water pollution control practices.

1. Enforcement and Penalties

Public Works, as a permittee, is subject to enforcement action by the State Water Resources Control Board (SWRCB), Environmental Protection Agency, private citizens and citizen groups. Public Works will assess the Contractor a penalty of \$1,000, for each calendar day that the Contractor does not fully implement or comply with permit or regulatory requirements. The penalty will be deducted from Contract payments due the Contractor if the Contractor is determined by Public Works to be noncompliant with applicable requirements including, but not limited to, the following:

- a) applicable provisions of the BMP Manual.
- b) immediate corrective action specified on the Agency issued "Field Notice of BMP Noncompliance" form.
- c) applicable local permits.
- d) Federal, State, and local water pollution control regulations.

The Contractor shall be responsible for the costs and for the liabilities imposed by law as a result of the Contractor's failure to comply with these provisions. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against Public Works or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act. In addition, Public Works will deduct the total amount of any legal fees, staff costs, and consultant fees as a result of the Contractor's noncompliance with these provisions from any monies due to the Contractor.

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

10. The Contractor shall perform all work necessary to complete the Contract in a satisfactory manner. The Contractor shall furnish all equipment, tools, labor, and incidentals necessary to complete the work. The work to be performed under this Contract does not require the removal of existing and permanently fixed improvements. All removals and property damage

resulting from the Contractor's operations shall be restored and/or repaired within three (3) days at the Contractor's expense and to the satisfaction of the PWR.

F. As-Needed Services

As-needed services will not be performed until Contractor obtains written approval from the PWR. The Contractor shall, at the direction of the PWR, furnish a cost estimate at the rates provided in form PW-2, showing all labor, equipment, and materials required to accomplish the following As-Needed Services including, but not limited to.

1. Repair/Replacement of Catch Basin Inserts (Optional/As-Needed)

- a. At the request of the PWR, the Contractor shall perform repair and replacement of Inserts in accordance with the standards set in this Contract as well as the Standard Specifications for Public Works Construction, 2009 or later Edition, including all updates, published by BNI Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, Telephone (800) 873-6397. The Contractor shall purchase all replacement parts necessary for the repair/replacement.
- b. The Contractor's full compensation for furnishing all labor, equipment, and materials for the repair, replacement, and testing of the Inserts shall be paid at the rates provided in Form PW-2, Schedule of Prices, Items 4.c and 4.f, As-needed Repair/Replacement of Catch Basin Inserts or at a price agreed upon by PWR and the Contractor. Public Works will reimburse the Contractor for replacement parts purchased based on a District approved submitted invoice with no additional markup. No additional payment will be made for compliance with this Section, including any testing requirements.
- c. Upon written approval by the PWR, the Contractor shall proceed with repair and replacement. The Contractor shall have five calendar days to complete all repair/replacement work beginning from a designated start date set by the PWR.
- d. All structural components shall be fabricated from uncoated Type S-304 stainless steel. Structural members shall have a minimum thickness of 14 gauge (0.0781 inch). All mechanical parts fabricated from steel pieces shall be welded or bolted. Individual parts shall be uncoated stainless steel to resist corrosion. This requirement supersedes any specifications located in

Exhibit G, Catch Basin Insert Standard Plans and Specifications, calling for a galvanized coating. Other steel and types of coating may be allowed with the prior written approval of the PWR.

- e. Moving parts shall be attached using assembly bolts, screws, nuts, washers, and hinges fabricated entirely from Type S-304 stainless steel, or Public Works-approved equal. Mounting brackets shall also be fabricated entirely from Type S-304 stainless steel or Public Works-approved equal. The hinges shall be welded to the screen frame. At the discretion of the PWR, the Insert shall be welded to the existing Catch Basin face plate assembly or bolted to the concrete walls and soffit of the Catch Basin. Any zinc coating of the screen or face plate assembly damaged during installation shall be repaired or replaced to the satisfaction of the PWR at no additional cost to the District.
- f. Concrete anchor bolts shall be HILTI RE 500 Injection Adhesive Anchor System with Type S-304 stainless steel internally threaded HIL rods, nuts and washers, Red Head Multi-Set II drop-in anchor, SSRM-38, with Type S-304 stainless steel threaded rods, nuts, and washers, or Public Works approved equal.
- g. Buckets or containers used to collect water and activate the ARS Inserts may be fabricated from fiberglass or UV resistant plastic. Pulleys shall be marine grade.
- h. Upon completion of repair/replacement work, all ARS Inserts shall open automatically, with minimal obstruction to the curb opening before the depth of storm flow in the street exceeds three inches. Maximum clear opening surrounding the screens should be 1/2 inch and fitted with a 3/4-inch diameter steel protection bar. All parts of ARS Inserts and protection bars shall be recessed a minimum distance of 1 inch from the projected curb face. The screens shall be recessed a minimum of 1 inch and maximum of 2 inches from the projected curb face.
- i. Each repaired/replaced Insert shall be manually tested upon completion of the installation to ensure the screen and all moving parts move freely and the screen locks securely in the closed position. Any Insert that the PWR determines has malfunctioned shall be repaired or replaced at the sole expense of the Contractor.
- j. The Contractor shall include all repair/replacement work, per Catch Basin, in a report to Public Works similar to the sample report provided as Exhibit I, Inserted Catch Basin Repair Report.

k. Testing of Repaired/Replaced Catch Basin Inserts

- (1) The PWR will select a percentage of the repaired or replaced Catch Basins for testing, and identify the type of testing to be used, using potable water. The testing will be completed within 30 calendar days of completion of the repair/replacement work for each Catch Basin. The Contractor shall be responsible for providing the source of water, including providing a watertruck when necessary and obtaining written approval from the water agency if a hydrant is used. All costs of testing shall be paid by Contractor. Sufficient water shall be provided to cause the repaired/replaced Insert to open with no other assistance as required to satisfy the requirements of the designated testing method:

- a. Flowing Water Test

1. Sandbags shall be placed around the Catch Basin opening to allow the water to pond in front of the Catch Basin to a depth of 3 inches, measured from the flow line of the Catch Basin opening. An impermeable rigid membrane/barrier shall be placed covering the Catch Basin opening to allow the water to pond in front of the Catch Basin. The membrane/barrier shall be capable of sealing the Catch Basin opening without leakage so that the water ponds to the depth required.
2. Once the water reaches the depth described herein, the impermeable membrane shall be removed in one quick and continuous motion to allow the ponded water to instantaneously enter the Catch Basin and cause the Insert to operate as designed. A continuous flow of water shall be provided for at least 1 (one) minute after the initial operation of the Insert in sufficient quantity to maintain the Insert open. At the end of the two minutes, the flow of the water shall be stopped and the Insert shall close as designed.
3. This process shall be successfully completed at least two consecutive times without adjustments and/or calibration between trials.

b. Flood Catch Basin Test

1. The Catch Basin connector pipe shall be plugged to allow water to flood the Catch Basin.
2. Provide sufficient flowing water to cause the screen to fully open automatically. Continue the flow of water until the water level in the Catch Basin rises to a level 10 inches below the flow line of the local depression.
3. Stop the flow of water and inspect each Insert to ensure the screen remains fully open.
4. If any Insert in the Catch Basin fails, the Contractor shall make adjustments and repeat the test until it is completed successfully.
5. Unplug the connector pipe to drain the Catch Basin completely upon completion of the test.

(2) Any Inserts that do not open, close, and lock securely in the closed position automatically under the test conditions, described in this Section, shall be repaired or replaced at the sole expense of the Contractor and retested. This process shall be repeated until the failed Insert passes the test at the sole expense of the Contractor. If more than 25 percent of the Inserts tested do not open as described above and require retesting, the PWR will select at his/her sole discretion an additional 25 percent of the repaired or replaced Catch Basins to be tested at no additional cost to Public Works. The final adjustments shall be made on other Catch Basins having similar configuration as the tested Catch Basins.

- I. All repair and replacement work shall be warranted for three years by the Contractor, starting on the date of acceptance of the repair/replacement by Public Works. The warranty shall cover the Inserts against material failure, defective workmanship and operational malfunction for any reason. The Contractor shall provide, at no cost to Public Works, all labor, material, and equipment required to repair or replace the Inserts during the warranty period including, but not limited to, calibration and adjustment of moving parts to ensure the Insert operates properly. There shall be no limit to the number of repairs or replacements

required during the warranty period to ensure the Inserts operate properly when the malfunction or defect has been caused by the Contractor's repair or replacement work.

2. Monitoring and Measuring of Trash (Optional/As-Needed)

- a. As directed by the PWR, the Contractor shall collect and measure (1) the trash accumulated during a 30-day period and/or (2) trash accumulated after a storm event of 0.25 inches in certain designated Catch Basin(s) using one of the measuring methods described below. These designated Catch Basin(s) may change from year to year. Initially, the Contractor shall clean all designated Catch Basins of all trash and debris. The amount of trash removed in the initial Catch Basin clean-out will be handled as a normal clean out procedure and will not be measured for monitoring. Thirty days later, on the "monitoring day," the Contractor shall return to collect, measure, and record the total amount of trash that has accumulated in the designated Catch Basins. The Contractor shall provide a value of either the uncompressed volume in gallons or the drip-dry weight in pounds for the trash removed as requested by the PWR. The value will be recorded on the Inspection Report. The Contractor shall clean all Catch Basins within seven (7) calendar days.
- b. The Contractor shall provide (GPS) based photographic documentation of the Catch Basin that shows before and after removal of trash for both the initial clean-out and the monitoring day. Photographs must clearly show the amount of trash in the Catch Basin based on the level markings located on the Catch Basin wall gauge. Photographs must be taken with a digital camera in the manner defined in Section E.4.b. of this Exhibit and supplied to the PWR on a CD or USB flash drive.
- c. The Contractor shall furnish all scales and containers to be used. Scales shall be accurate to within +/- 2.0 percent of applied load. Scales with platforms shall have a platform area of sufficient size to accommodate the trash and debris to be weighed.
- d. The Contractor shall utilize one of the two trash measuring methods, the uncompressed volume and the drip-dry weight, per Catch Basin, and will be paid in accordance with rates indicated on Form PW-2, items 4.d and 4.e. The designated area, 30-day monitoring period, and measuring method will be provided to the Contractor at the time the as-needed service request is made.

3. All estimates and proposed work must be approved by the PWR before the Contractor starts the as needed service. Contractor shall furnish all labor, Supervision, equipment, and materials for this work. The Contractor shall e-mail/fax estimates to be approved by the PWR in writing before work begins. After the PWR provides written approval of the as-needed work and the Contractor completes the work, Contractor shall submit invoices to Public Works with copies of purchase receipts. The Contractor shall not receive a markup for purchases made to complete the work.

G. Responsibilities of the Contractor

1. The Contractor shall comply with provisions of all applicable laws, ordinances, and regulations. The Contractor shall maintain work areas in a neat, orderly, clean, and a safe manner.
2. The Contractor shall avoid spreading out equipment around the work area. Location and layout of all equipment and materials at each job site shall be subject to the approval of the PWR.
3. The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide, at its expense, all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe job site for employees and the public.
4. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the performance of all work. Public Works inspection of the Contractor's work shall not be considered an approval of the Contractor's safety measures.
5. The Contractor shall perform additional as-needed work if required by the PWR.
6. The Contractor shall be responsible for obtaining all necessary City and/or County Permits and complying with all safety and other regulatory requirements.
7. The Contractor shall be responsible for the security of all of his equipment and public property during all phases of Contract work. For all Contract work, the Contractor shall provide protection of his equipment and public property against vandalism and/or accidental damage during both working and nonworking hours.

8. Contractor shall pay all fines, fees, and penalties resulting from traffic control and parking violations, such as, but not limited to, overloading, truck route, permits, equipment defects, and curb stopping or parking restrictions.
9. Contractor shall be responsible for the safety of his personnel, including providing safety training and safety devices, such as traffic delineators and warning lights at the work sites.
10. Contractor shall have copies or suitable extracts of all applicable Construction Safety Orders, Tunnel Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety at the work site at all times .
11. Contractor shall appropriately implement Best Management Practices to control, prevent, remove, or reduce pollution. The Contractor can refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook, and the County of Los Angeles Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

County of Los Angeles
Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803-1331
Telephone: (626) 458-6959
www.dwp.lacounty.gov

H. 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 District to direct the cessation of all work activities and operations at no cost to the District until such time as the Contractor is in compliance.

I. Responsibilities of Public Works

Public Works, on behalf of the District, will determine the need for as-needed services and provide jobsite inspection.

J. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the District 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 District's acceptance of liquidated damages shall be construed to waive the District's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the District is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to Contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the District for the award of the Contract;
 - f. It would be difficult for the District to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the District resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

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 for each Catch Basin insert that the Contractor fails to complete work within the time specified, unless otherwise provided in this Contract or approved by PWR or for any violation of safety practices including those outlined in Exhibit K, Confined Space Manual.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

Cities. Any cities that receive services from Contractor pursuant to this Contract.

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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

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

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

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

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

Proposal or Bid. The written materials that a Proposer/Bidder submits in response to a solicitation document (Request for Proposals/Invitation for Bids).

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

Public Works. County of Los Angeles Department of Public Works.

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. District reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. District may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County. A Change Order shall not increase any of the unit prices in Form PW-2, Schedule of Prices.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, District consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the

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Board or if delegated by the Board, the Director and Contractor. Any payments by District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims which Contractor may have against District.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County and District harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from District under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

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

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proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California

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law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

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

O. District's Quality Assurance Plan

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

P. Damage to District Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County and District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

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2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by County and District, as determined by County and District, for such repairs shall be repaid by Contractor by cash payment upon demand. District may deduct from any payment otherwise due Contractor for costs incurred by District to make such repairs.

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless District, County and its Board, agents, officers, and employees from any and all liability,

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including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which District and/or County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow District representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by District.
7. If District finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which District may terminate for default or suspend this Contract. While District reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by District that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, District shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between District and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

DD. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, District shall not inhibit

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Contractor from publicizing its role under this Contract within the following conditions:

- a. Contractor shall develop all publicity material in a professional manner.
- b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of District without the prior written consent of the Contract Manager. District shall not unreasonably withhold such written consent.
- c. Contractor may, without prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with District, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Invitation For Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of District. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). District and County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify District and County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to District and County during the term of this Contract and for a period of five years thereafter unless District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in District, provided that if any such material is located outside District, then, at District's option, Contractor shall pay District for travel, per diem, and other costs incurred by District to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

event shall District's maximum obligation for this Contract exceed the funds appropriated by District for the purpose of this Contract.

GG. Recycled-Content Paper Products

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

HH. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at District's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by District.
2. Contractor shall indemnify and hold County and District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding District's approval of Contractor's proposed subcontract.
4. District's consent to subcontract shall not waive District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this District's right.
5. The Contract Manager is authorized to act for and on behalf of District with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding District's consent to subcontract.

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7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by District from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

II. Validity

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

JJ. Waiver

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

KK. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, District shall have the right, in its sole discretion, to terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by District, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by District, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary

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

C. Termination/Suspension for Default

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

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Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the Cities, District, County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the Cities, District, County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and

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against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors, Cities, District or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless the Cities, District, County of Los Angeles and Special Districts, et al, (as set forth in this Section 5.B) includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of Cities, District or County. District and County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by Cities, District or County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of Cities, District, County and Special Districts, et al, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph E of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District and County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to District and County, and a copy of an Additional Insured endorsement confirming the Cities, District, County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract. If Cities Catch Basins are added to this Contract, Contractor will provide a certificate of insurance adding such Cities as additional insured to the same extent and with the same coverage required herein for the District.
 - a. Renewal Certificates shall be provided to District and County not less than 10 days prior to Contractor's policy expiration dates. The District and County reserves the right to obtain complete, certified

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

- b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- c. Neither the District or County's failure to obtain, nor the District or County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
- e. Contractor also shall promptly report to the Designee any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the property of or within the boundaries of District, County or Cities, and any loss, disappearance, destruction, misuse, or theft of District or County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify Designee of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor, District, County or Cities.

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

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on behalf of the District. The Cities, District, County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor, Cities, District, or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein. The Cities will be added as additional insureds in the sole discretion of District at any time during the term of this Contract.

4. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that District (through its Designee) shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to District in event of cancellation for non-payment of premium.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. Cities, District, County and its Special Districts at its sole discretion, may obtain damages from Contractor resulting from said breach.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any Cities, County or District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County, Cities and District, et al, under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide District and County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the Cities, Districts, County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain Designee's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the Cities, District or County to pay any portion of any Contractor deductible or SIR. The District and County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the Cities, District, County, its Special Districts, et al, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The District and County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The Cities, District, County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated

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as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County and District reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the Cities, District, County or its Special Districts, et al, the Contractor shall pay full compensation for all costs incurred by the Cities, District, County and its Special Districts, et al.

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County and District as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to

Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of District contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

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

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

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

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

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 11

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 12

PREVAILING WAGES

A. Prevailing Wages

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

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the Work site.

C. Work Records

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

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name, address, Social Security number, work classification, straight time,

and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee the Contractor employs in connection with the Work. Whenever requested by the Contract Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of \$250 for each week in which certified payrolls have not been submitted.

E. Subcontractor

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

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991



Safely Surrendered *Baby Law*

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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

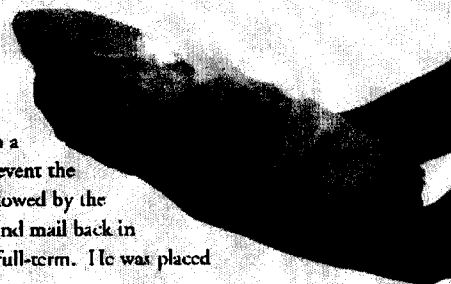
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

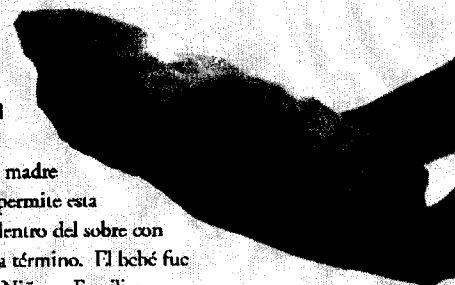
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

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

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

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

INSERTED CATCH BASIN LOCATIONS

**Part I – Los Angeles County Inserted Catch Basins To be Maintained
(102 pages)**

**Part II – Los Angeles County Flood Control District Boundaries
(1 page, additional work locations)**

Entire document may be accessed at <http://dpw.lacounty.gov/asd/contracts>

CATCH BASIN
STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1

Shop Drawings ARS

SCI Industries Inc.

04-05-06

Ref: Adjustments on CleanScreen

Drawing No. 1
Before Adjustments

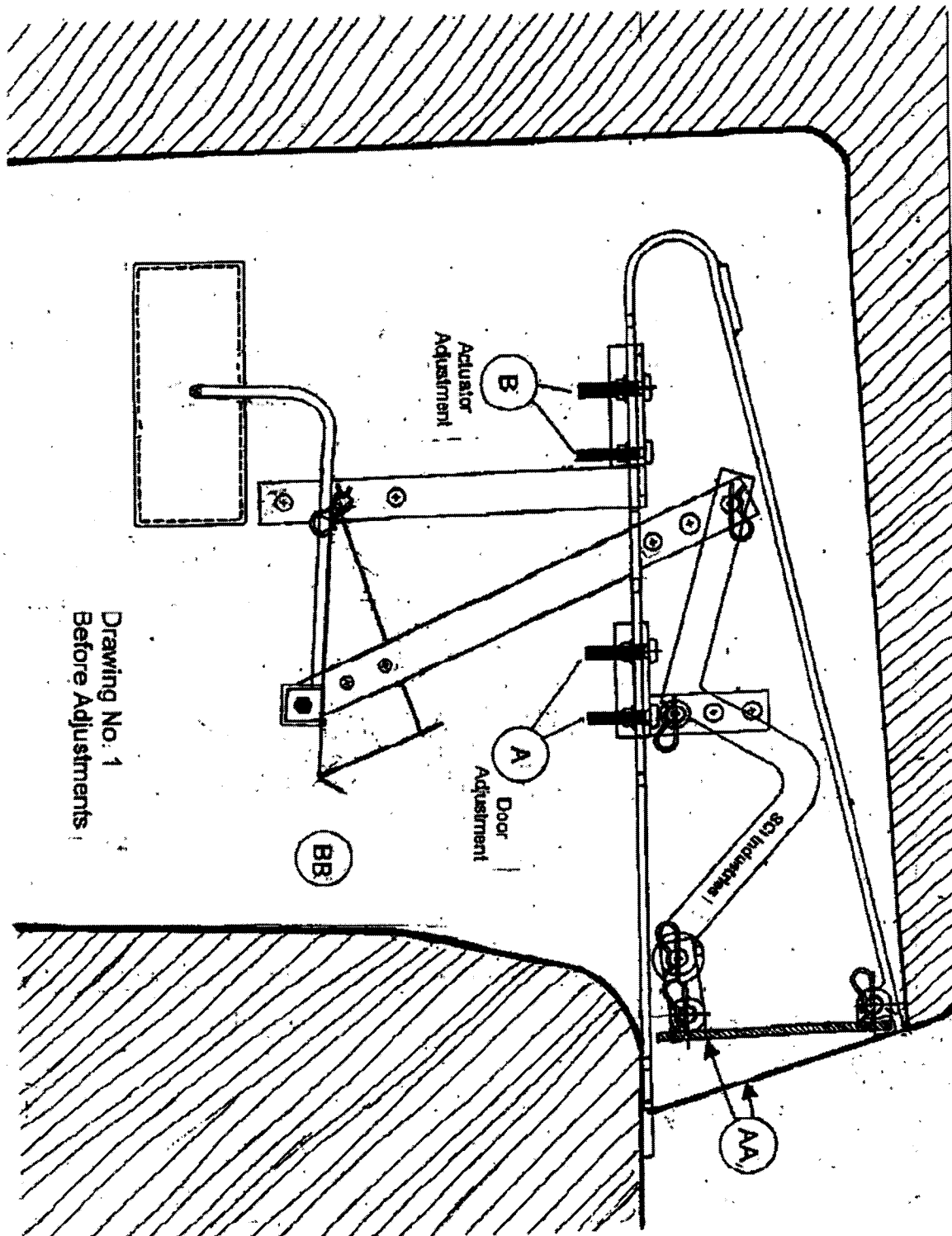
- Point A Adjustment for the Door & Curb.
Point AA Door & Curb are not parallel to each other.
- Point B Adjustment for the Actuator distance.
Point BB Actuator's distance is too far back from the concrete.

Drawing No. 2
After Adjustments

- Point AA Door & Curb are parallel.
- Point BB Actuator's distance from concrete as needed.

CATCH BASIN
STANDARD PLANS AND SPECIFICATIONS

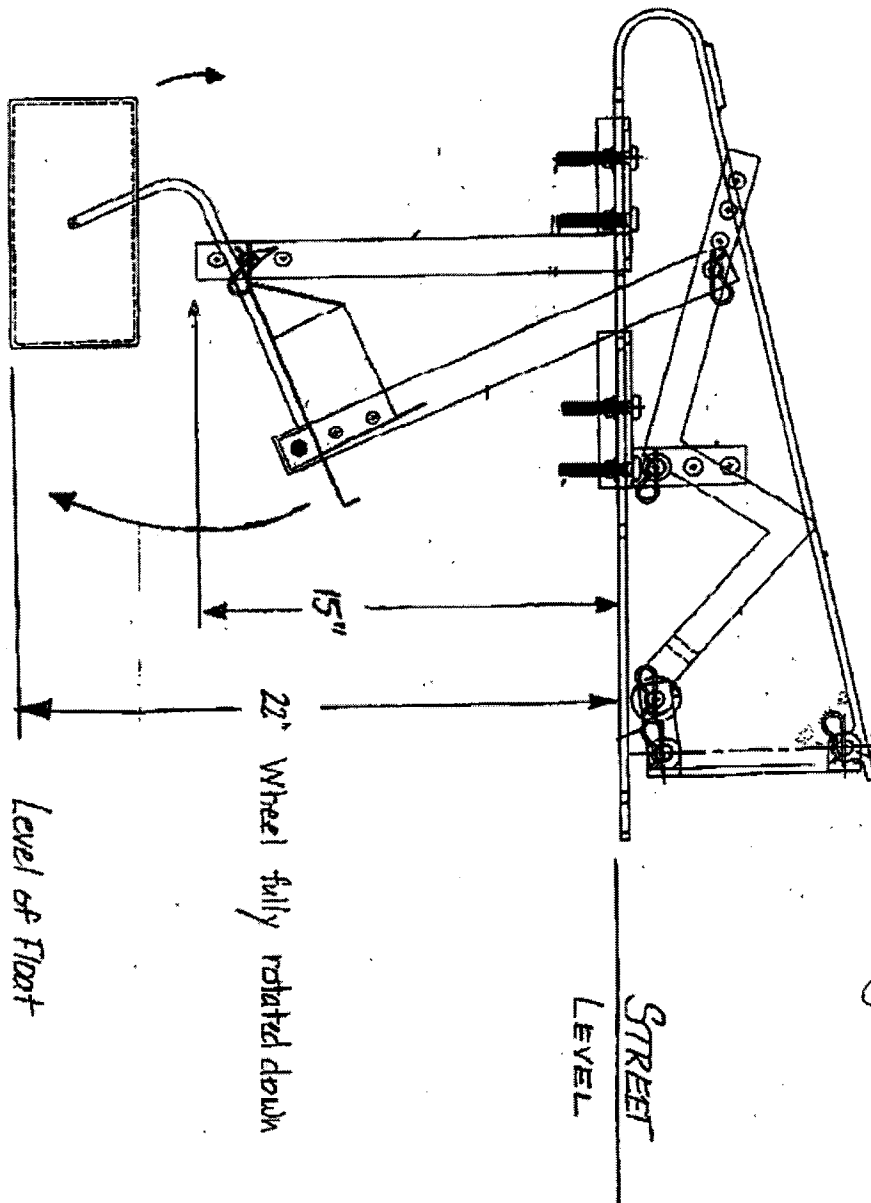
EXHIBIT G.1



CATCH BASIN
STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1

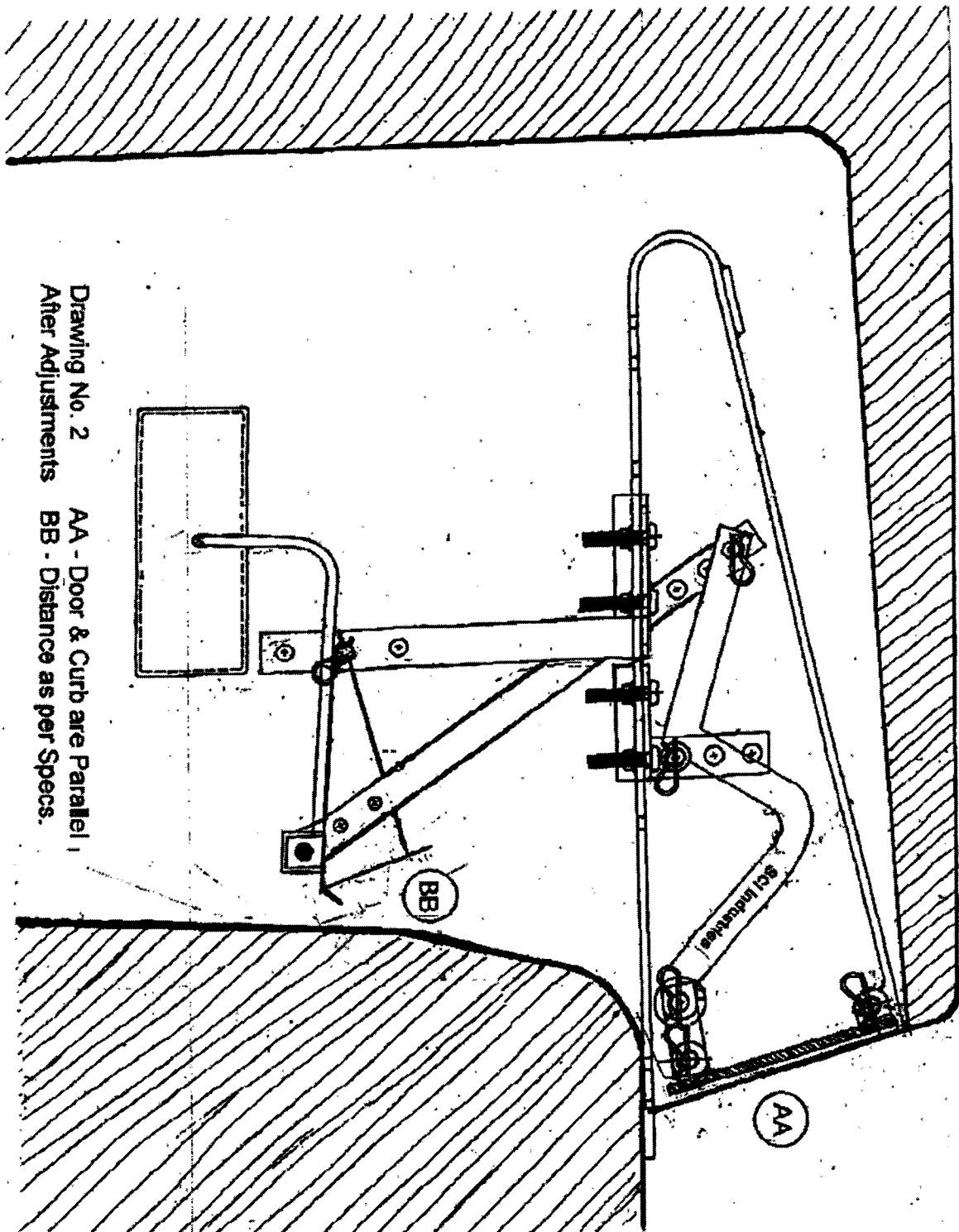
Attn. Tony Baird
Fax. 805-529-0559
3/16/02



Type II
Clean screen
Asbury Environmentals

CATCH BASIN
STANDARD PLANS AND SPECIFICATIONS

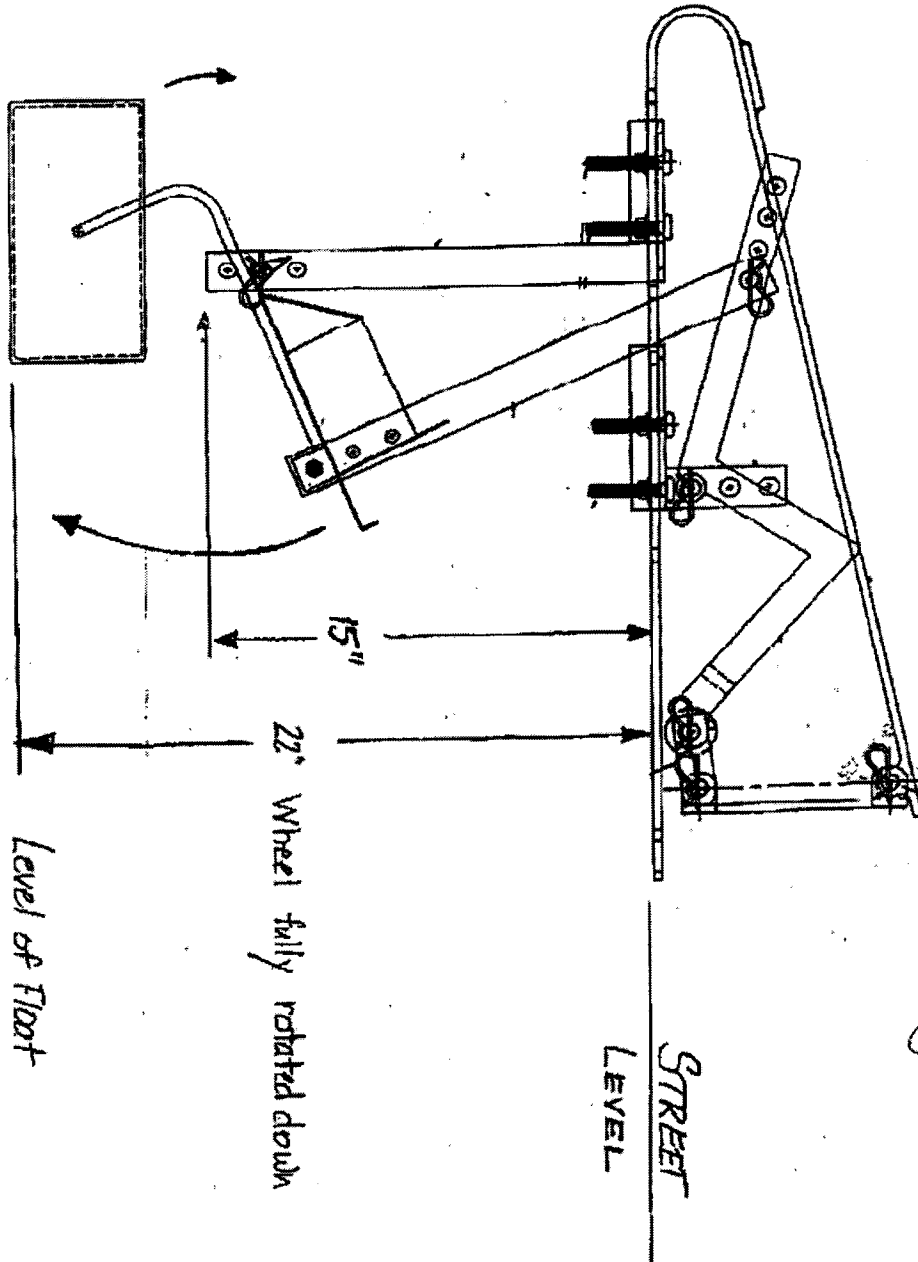
EXHIBIT G.1



CATCH BASIN
STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1

Attn. Tony Baird
Fax. 805.1529.0559
3/16/02



Type II
Clean screen
Asbury Environmentals

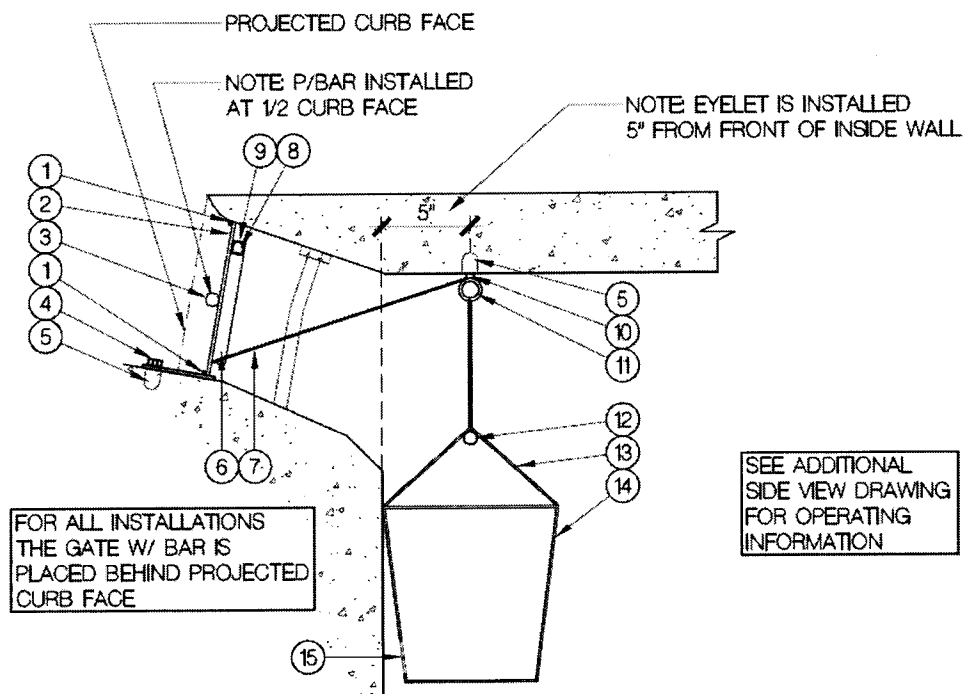
CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1



U.S. Enviro-Net Services, Inc. OCEAN-Pro Debris Gate™ Patent# 6,217,756

SECTION



ITEM	DESCRIPTION	MATERIAL	SIZE
①	WELD	SS 309 3/32 ELECTRODE	3/32" DIA.
②	FLAT BAR	GALVANIZED STEEL	3" X 3/16" X H
③	SOLID ROUND: P-BAR	RE-USE EXISTING	3/4" ROUND SOLID
④	HEX LAG	STAINLESS STEEL	1/4" X 15"
⑤	SCREW ANCHOR	ALLIGATOR ANCHOR - TOGGLER ANCHOR SYSTEM	5/16" X 2"
⑥	ANGLE FRAME	GALVANIZED STEEL	3/4" X 3/4" X 1/8"
⑦	AIRCRAFT CABLE	STAINLESS STEEL CABLE	1/8" DIA.
⑧	SOLID ROUND: PIN	STAINLESS STEEL	7/16" ROUND SOLID
⑨	SQUARE TUBE	STAINLESS STEEL	3/4" X 3/4" X .065
⑩	EYE LAG	STAINLESS STEEL	1/4" X 15"
⑪	MARINE PULLEY	STAINLESS STEEL	3/4"
⑫	P.V.C. TUBE	P.V.C.	3/4" DIA.
⑬	SCREEN COVER	ALUMINUM	1/2" X 1/2" X 1/16"
⑭	WATER-CATCH	POLYETHYLENE	10" X 10" X 30"
⑮	WATER EXIT HOLE	OPEN	2" DIA.

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1



U.S. Enviro - Net Services, Inc.
"OCEAN - PRO"
Debris Gate™ Plus

ARS ASSEMBLY MANUAL

12.- At 12 ½", vertical measurement, since center of the eye lag **ARS-HDW-009**, down shall be placed the S.S. brackets (**ARS-HDW-004**) to wall using alligator anchor **ARS-HDW-003**, S.S. washers **ARS-HDW-002** and S.S. hex lags **ARS-HDW-001**.

13.- The gate shall be installed to **ARS-FRA-001**, 3" flat bar in field; introducing the **ARS-HDW-010** S.S. solid round across the couple of **ARS-FRA-009** square tube and a torsion spring S.S. **ARS-HDW-011**, keeping a clearance around $\pm 1/16"$ - $3/16"$ in vertical sides, and $\pm 1/8"$ - $1/2"$ in the floor .

14.- The basket Dual tray assembly **ARS-G2-001** shall be fastened to **ARS-HDW-004** S.S. brackets using the **ARS-HDW-002** washers, S.S. hex bolts (**ARS-HDW-005**) and S.S. nuts (**ARS-HDW-013**)

15.- The aircraft cable S.S. (**ARS-HDW-007**), around 3 feet length, shall be fastened at screen gate with S.S. swedges (**ARS-HDW-006**). The other toe across the marine pulley **ARS-HDW-008** shall be fastened to frame support of Dual tray assembly basket **ARS-G2-001**. Fitting the basket position as far as 2" slope respect horizontal position.

16.- The Automatic Retractable Screen (A.R.S.) device shall need taste for any patch up, rotating the basket **ARS-G2-001** and opening the gate, if it's necessary it can be possible to apply WD-40 in torsion springs **ARS-HDW-011** area.

17.- Before apply protective paint (**ARS-FRA-007**) in screen area, shall be necessary clean up all field welds.

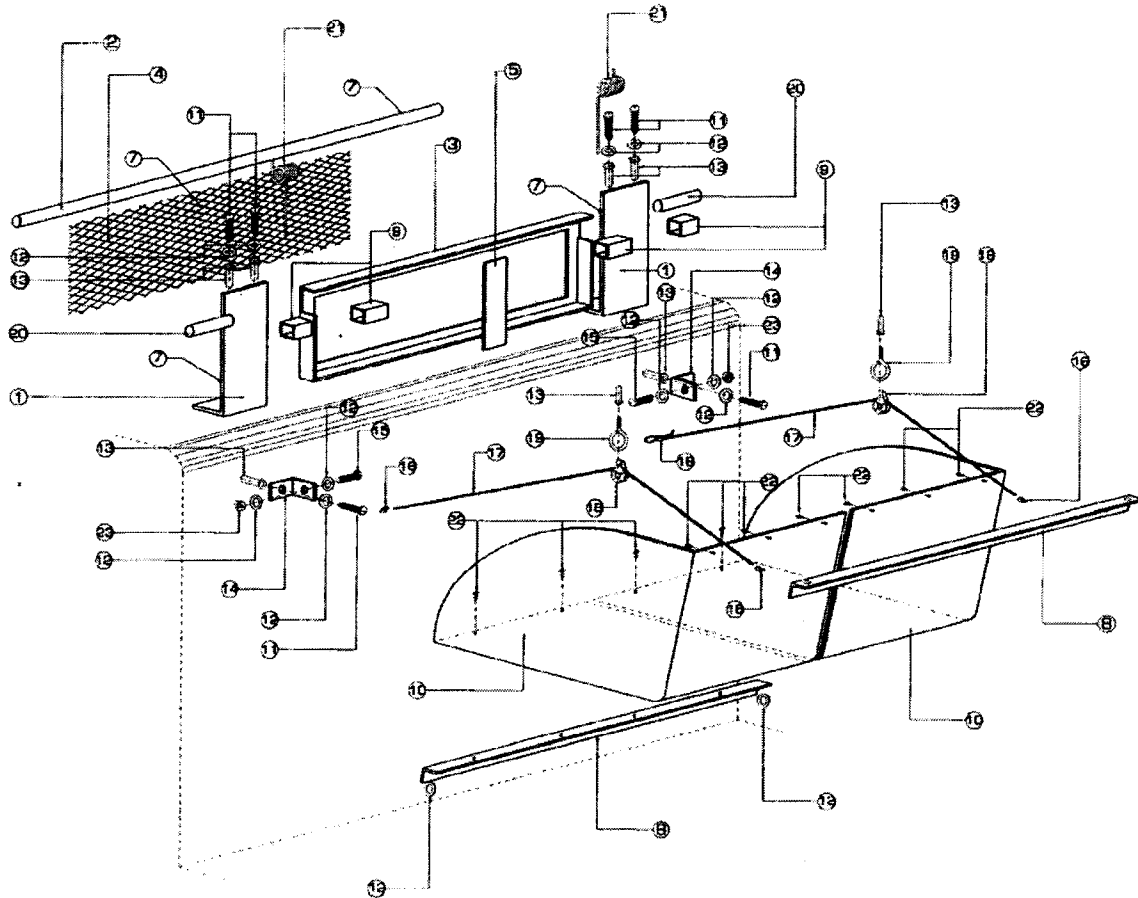
CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1



U.S. Enviro-Net Services, Inc.
"OCEAN - PRO"
Debris Gate® Plus

ARS - ASSEMBLY/ DISASSEMBLY MANUAL



NOTES:

- 1.- ALL G2 SUBMITTED DRAWINGS EXEMPT FROM CA. PUBLIC RECORDS (DO NOT DISTRIBUTE) PATENT PENDING
- 2.- DRAWINGS NOT TO SCALE

Manufactured and Installed Exclusively by:

G-2 Construction, Inc.

(714) 748-4242

info@g2construction.com

CA Lic. # 801253 A, C-8

13331 Garden Grove Blvd, Suite H
Garden Grove, CA 92843

Page 01/03

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1



U.S. Enviro - Net Services, Inc.
"OCEAN - PRO"
Debris Gate" Plus

ARS - ASSEMBLY / DISASSEMBLY MANUAL

ITEM	CODE	DESCRIPTION	SIZE
1	ARS-FRA-001	FLAT BAR MS GALVANIZED	3" X 3/16" X H [VARIABLE]
2	ARS-FRA-002	SOLID ROUND RE-USE EXISTING	3/4" SOLID ROUND
3	ARS-FRA-003	ANGLE MS GALVANIZED	3/4" X 3/4" X 1/8"
4	ARS-FRA-004	EXPANDED MS GALVANIZED	3/4" X 3/4" X # 9
5	ARS-FRA-005	FLAT BAR MS GALVANIZED	2" X 3/16" X H [VARIABLE]
6	ARS-FRA-006	WELDS AWS 309L S.S.	1/8" DIAMETER
7	ARS-FRA-007	PROTECTIVE PAINT	
8	ARS-FRA-008	FRAME SUPPORT MS GALVANIZED	3/4" X 3/4" X 1/8" X 31"
9	ARS-FRA-009	SQUARE TUBE STAINLESS STEEL	3/4" X 3/4" X .065
10	ARS-G2-001	DUAL TRAY ASSEMBLY	8 1/2" X 14" X 14" E.A.
11	ARS-HDW-001	STAINLESS STEEL HEX LAG	1/4"
12	ARS-HDW-002	STAINLESS STEEL WASHERS	1/4"
13	ARS-HDW-003	ALLIGATOR ANCHOR	1/4"
14	ARS-HDW-004	STAINLESS STEEL BRACKETS	3/4" X 3/4" X 1/8"
15	ARS-HDW-005	STAINLESS STEEL HEX BOLTS	1/4"
16	ARS-HDW-006	CABLE FASTENER S.S. SWEDGES	3/32"
17	ARS-HDW-007	AIRCRAFT CABLE STAINLESS STEEL	3/32" DIAMETER
18	ARS-HDW-008	MARINE PULLEY STAINLESS STEEL	3/4"
19	ARS-HDW-009	EYE LAG STAINLESS STEEL	1/4"
20	ARS-HDW-010	SOLID ROUND STAINLESS STEEL	7/16" DIAMETER
21	ARS-HDW-011	TORSION SPRINGS STAINLESS STEEL	9/64" DIAMETER
22	ARS-HDW-012	RIVETS STAINLESS STEEL	3/16"
23	ARS-HDW-013	NUTS STAINLESS STEEL	1/4" DIAMETER

NOTES:

- 1.- ALL G2 SUBMITTED DRAWINGS EXEMPT FROM CA. PUBLIC RECORDS (DO NOT DISTRIBUTE) PATENT PENDING
- 2.- BULB ANGLE / FACE ANGLE PROVIDED BY OTHERS
- 2.- DRAWINGS NOT TO SCALE

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Page 02/03

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

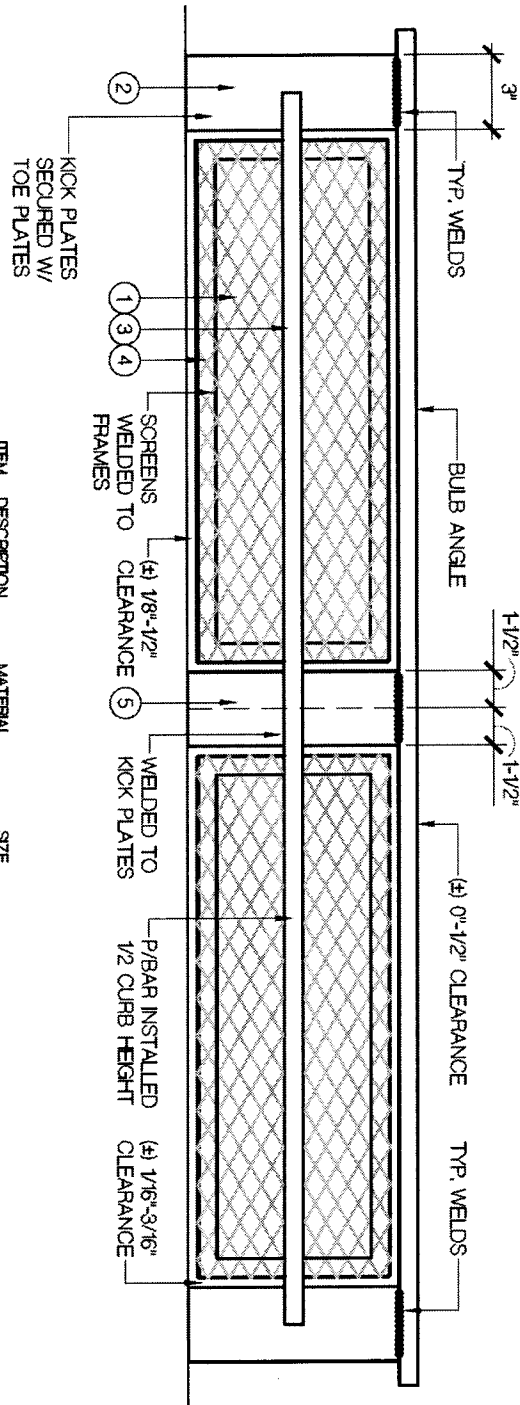


U.S. Enviro-Net Services, Inc.

OCEAN-Pro Debris Gate™

Patent# 6,217,756

2 UNIT INSTALLATION*



ITEM	DESCRIPTION	MATERIAL	SIZE
①	EXPANDED METAL	GALVANIZED STEEL	3/4" X 3/4" X #9
②	FLAT BAR	GALVANIZED STEEL	3" X 3/8" X H
③	SOLID ROUND	RE-USE EXISTING	3/4" ROUND SOLID
④	ANGLE	GALVANIZED STEEL	3/4" X 3/4" X 1/8"
⑤	FLAT BAR	GALVANIZED STEEL	3" X 3/8" X H

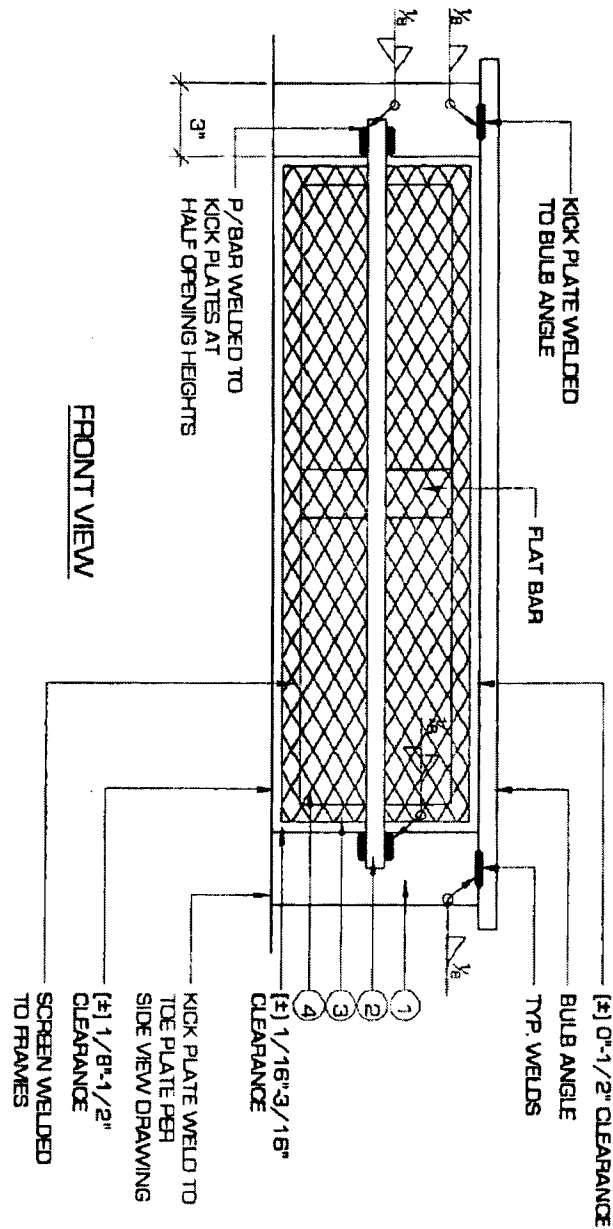
* NOTE: INDEPENDENT DEBRIS GATE INSTALLED BETWEEN EACH VERTICAL SUPPORT BOLT.

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1

ALL G2 SUBMITTED DRAWINGS
EXEMPT FROM
CA PUBLIC RECORDS
(DO NOT DISTRIBUTE)
PATENT PENDING

U.S. Enviro - Net Services, Inc.
"OCEAN - PRO"
Debris Gate® Plus



ITEM	DESCRIPTION	MATERIAL	SIZE
1	FLAT BAR	MS GALVANIZED	3" X 3/16" X H
2	SOLID ROUND	PE - USE EXISTING	3/4" ROUND SOLID
3	ANGLE	MS GALVANIZED	3/4" X 3/4" X 1/8"
4	EXPANDED METAL	MS GALVANIZED	3/4" X 3/4" X # 9

DRAWING NOT TO SCALE

LOS ANGELES COUNTY
DEPT. PUBLIC WORKS
A.R.S. PROJECT: FCC0000902

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

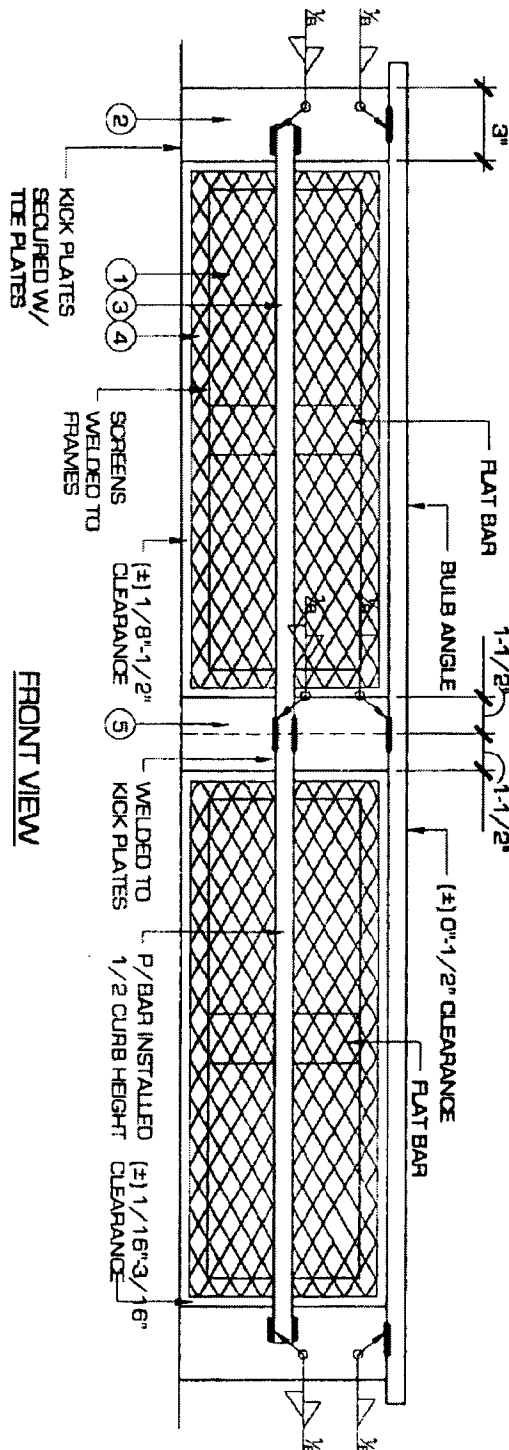
EXHIBIT G.1

ALL G2 SUBMITTED DRAWINGS
EXEMPT FROM
CA PUBLIC RECORDS
(DO NOT DISTRIBUTE)
PATENT PENDING

U.S. Envir. - Net Services, Inc.
"OCEAN - PRO"
Debris Gate® Plus



2 UNIT INSTALLATION*



FRONT VIEW

ITEM	DESCRIPTION	MATERIAL	SIZE
1	EXPANDED METAL	MS GALVANIZED	3/4" X 3/4" X # 9
2	FLAT BAR	MS GALVANIZED	3" X 3/16" X H
3	SOLID ROUND	RE-USE EXISTING	3/4" ROUND SOLID
4	ANGLE	MS GALVANIZED	3/4" X 3/4" X 1/8"
5	FLAT BAR	MS GALVANIZED	3" X 3/16" X H

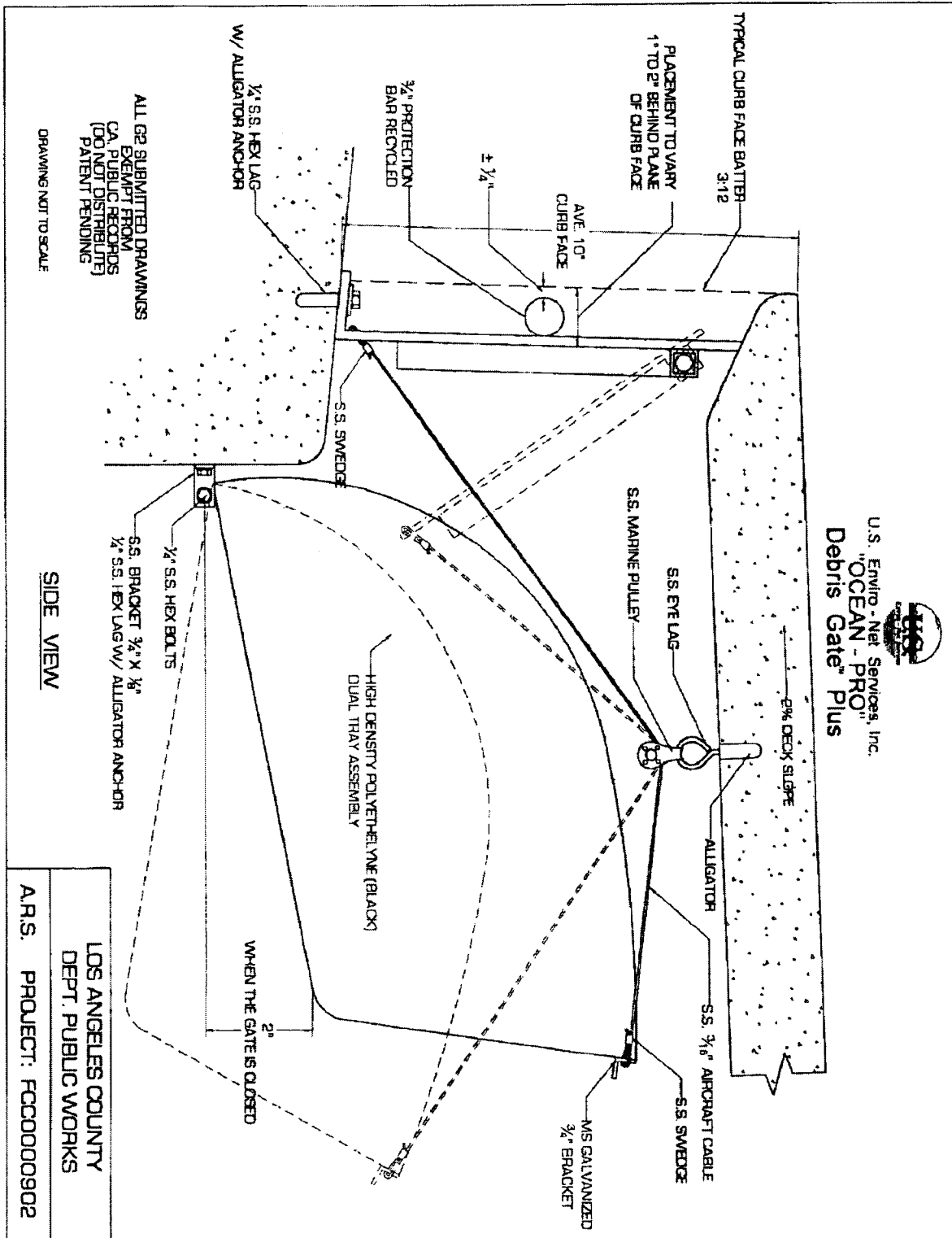
* NOTE: INDEPENDENT DEBRIS GATE INSTALLED
BETWEEN EACH VERTICAL SUPPORT BOLT.

DRAWING NOT TO SCALE

LOS ANGELES COUNTY
DEPT. PUBLIC WORKS
A.R.S. PROJECT: FCC0000902

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1



CATCH BASIN
STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1

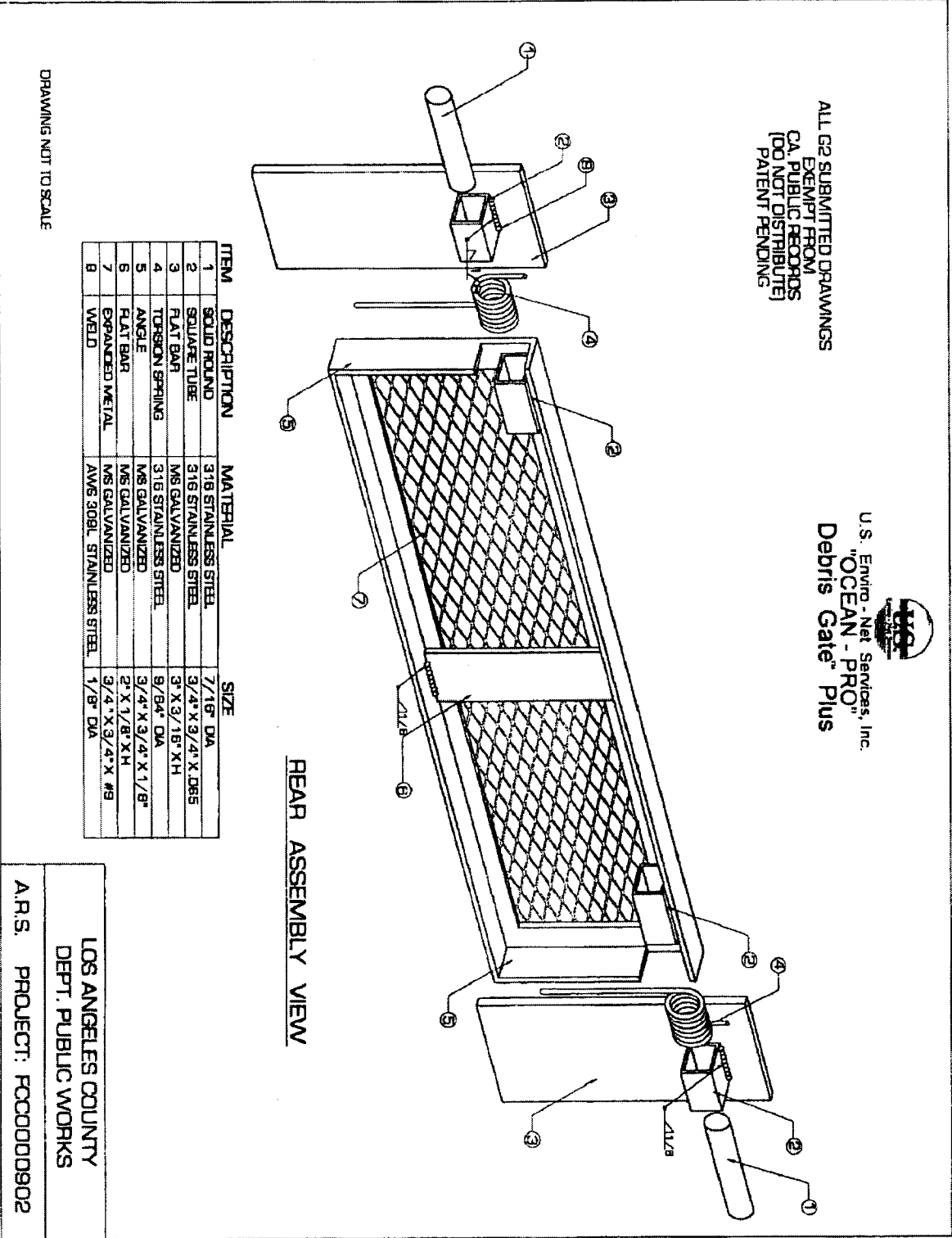
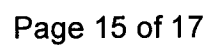
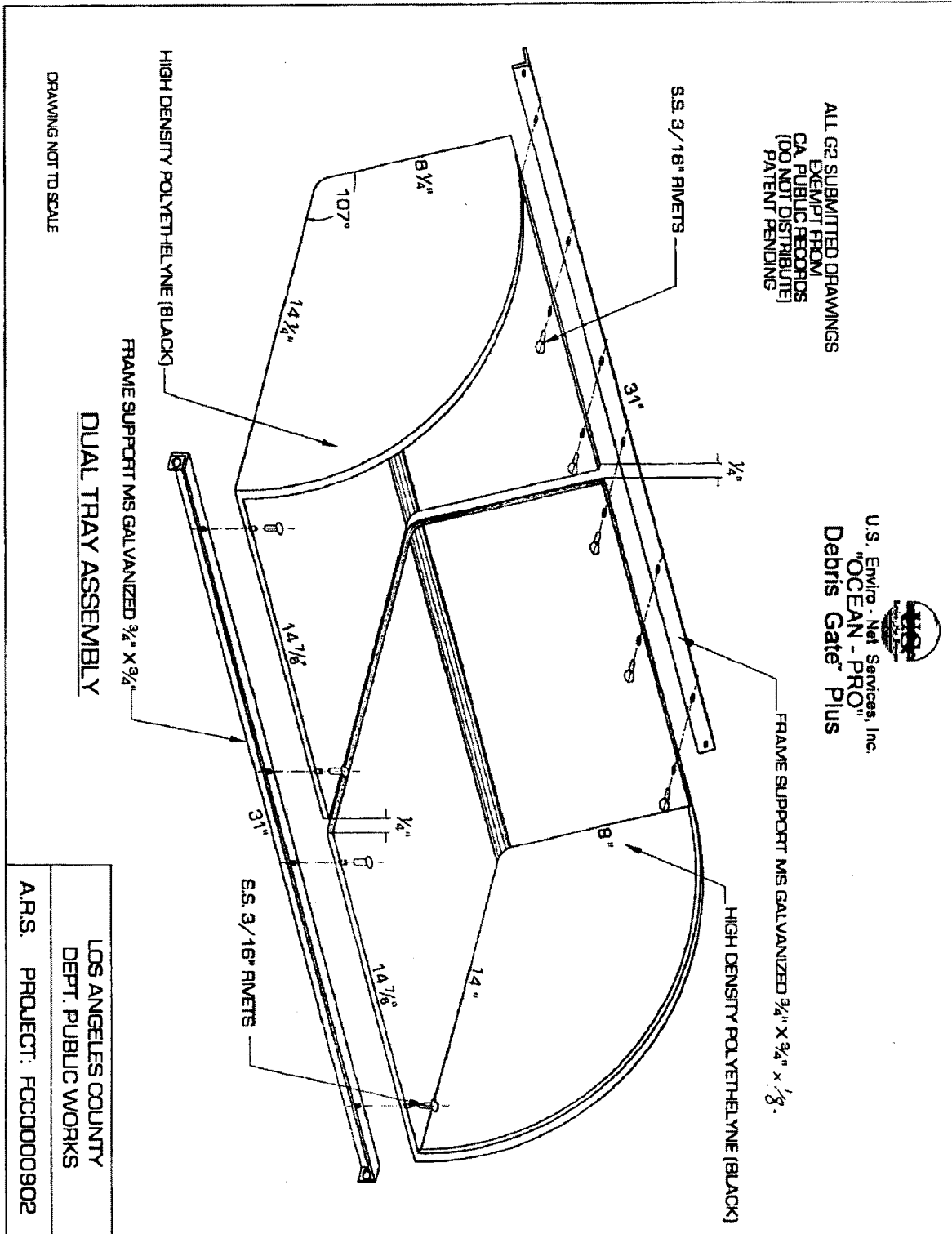


EXHIBIT G.1

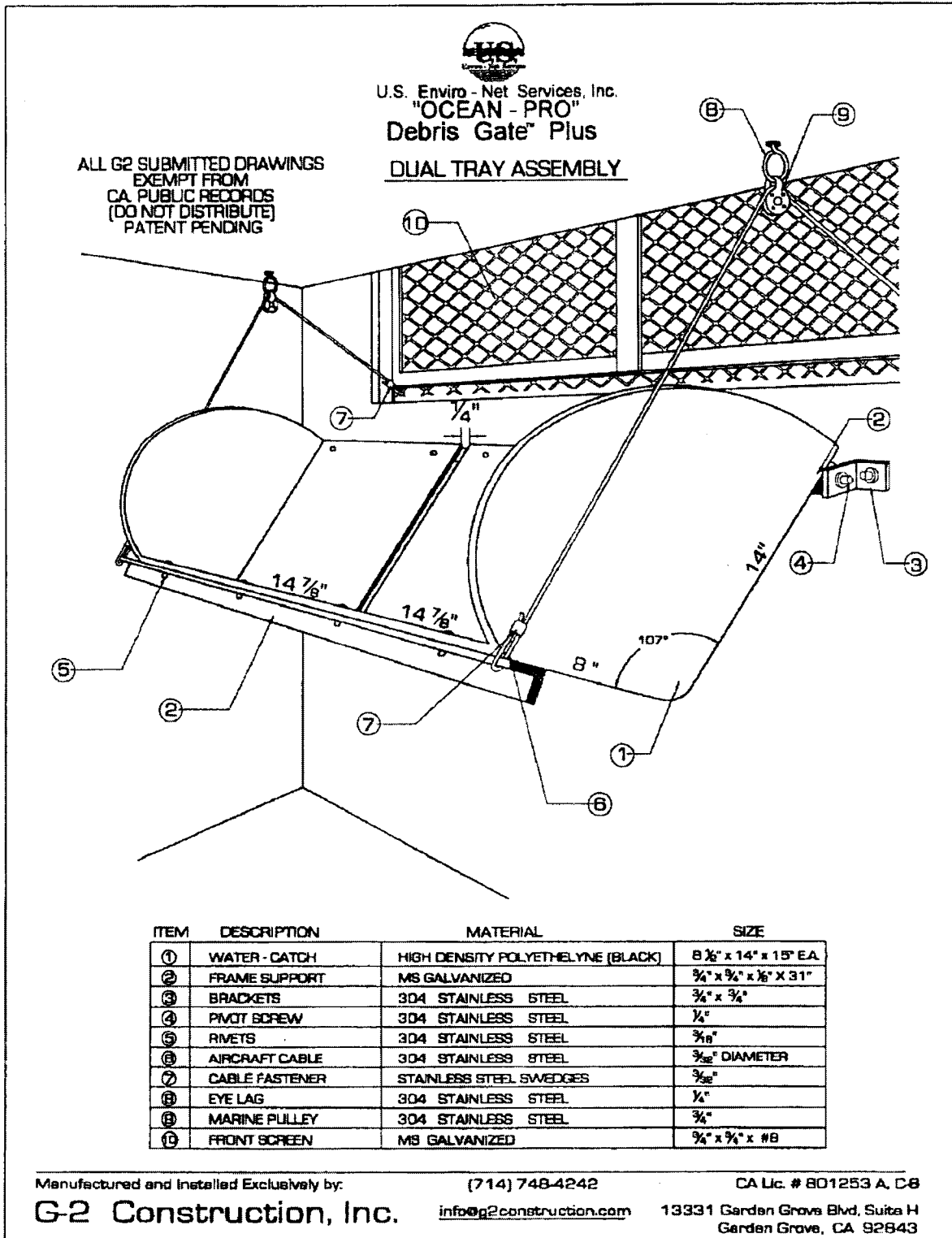
CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1



CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.1



**CATCH BASIN
STANDARD PLANS AND SPECIFICATIONS**

EXHIBIT G.2

Shop Drawings CPS



CPS UNIT ASSEMBLY MANUAL

1.- For reffer Parts Manual Code, see the **CPS- ASSEMBLY / DISASSEMBLY MANUAL** page 01/02.

2.- CPS unit can it be assembly for different cases:

- **Case # 1.- CPS unit FRONT WALL WITH DEFLECTOR**
- **Case # 2.- CPS unit FRONT WALL CORNER WITH DEFLECTOR**
- **Case # 3.- CPS unit BACK CORNER NO DEFLECTOR**
- **Case # 4.- CPS unit FRONT CORNER WITH DEFLECTOR**

For details, see the **CPS DRAWING PLANS** attach, page 01 to 09.

3.- All CPS assembly fasteners parts shall be S.S. hex bolts (**CPS-HDW-002**), S.S. washers (**CPS-HDW-006**) and S.S. nuts (**CPS-HDW-005**).

4.- All fasteners between CPS unit and Catch Basins interior, shall be alligator anchor (**CPS-HDW-004**), S.S. hex lag (**CPS-HDW-001**) and S.S. washers **CPS-HDW-006**.

5.- The CPS screen and deflector (if apply), shall be S.S. perforated metal (**CPS-FRA-001**). All CPS frame support shall be S.S. perforated metal (**CPS-FRA-002**).

6.- The CPS screen shall include 1 ½" overlap bent 90° each way, for fastener to Catch Basin wall.

7.- The CPS deflector shall include 1 ½" overlap bent 90°, for fastener to Catch Basin wall.

8.- CPS frame support shall be a **CPS-FRA-002** 1 ½" x 1 ½" bent 90°. In upper toe shall include 1 ½" overlap bent 90° for fasten to CPS deflector.

9.- The maxim spacing between angle support of vertical CPS frame shall be 12"; the CPS screen an deflector shall be fastened to frame using the **CPS-HDW-002**, **CPS-HDW-005** and **CPS-HDW-006** parts.

10.- The CPS unit shall be fastened at Catch Basin bottom, in field, using the 1 ¾" x 1 ¾" S.S. brackets (**CPS-HDW-003**), alligator anchor **CPS-HDW-004**, S.S. hex lag **CPS-HDW-001** and washers **CPS-HDW-006**. The S.S. brackets **CPS-HDW-003** shall be fastened to CPS unit as indicate in number 3 of ASSEMBLY MANUAL.

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(714) 748-4242

info@g2construction.com

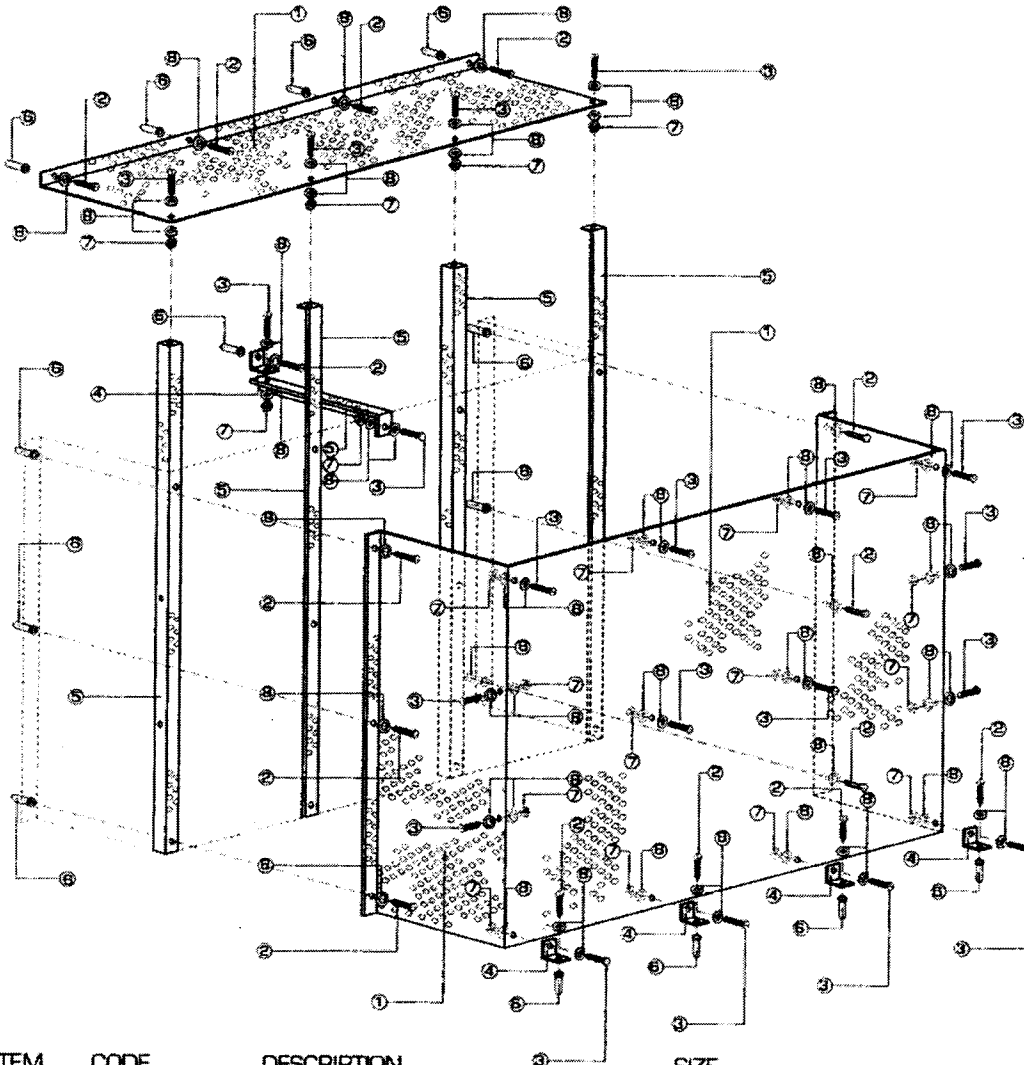
CA Lic. # 801253 A, C8

13331 Garden Grove Blvd, Suite H
Garden Grove, CA 92843

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.2

CPS - ASSEMBLY/DISASSEMBLY MANUAL



ITEM	CODE	DESCRIPTION	SIZE
1	CPS-FRA-001	PERFORATED METAL S.S.	3/16" DIAMETER 14 GAUGE
2	CPS-HDW-001	STAINLESS STEEL HEX LAG	1/4"
3	CPS-HDW-002	STAINLESS STEEL HEX BOLTS	1/4"
4	CPS-HDW-003	STAINLESS STEEL BRACKETS	1 3/4" X 1 3/4" X 1/8"
5	CPS-FRA-002	ANGLE PERF. METAL S.S.	1 1/2" X 1 1/2" X H (VARIABLE)
6	CPS-HDW-004	ALLIGATOR ANCHOR	1/4"
7	CPS-HDW-005	STAINLESS STEEL NUTS	1/4"
8	CPS-HDW-006	STAINLESS STEEL WASHERS	1/4"

NOTES:

1. ALL G2 SUBMITTED DRAWINGS EXEMPT FROM CA. PUBLIC RECORDS (DO NOT DISTRIBUTE) PATENT PENDING
2. DRAWINGS NOT TO SCALE

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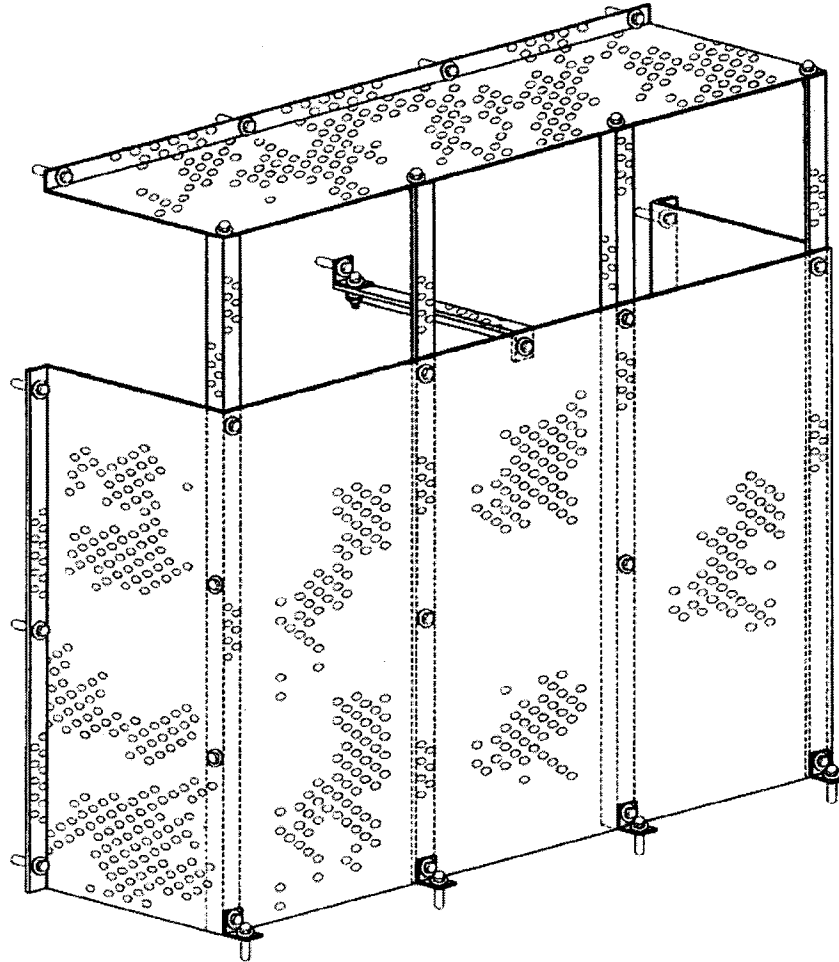
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Garden Grove, CA 92843

Page 01/02

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.2

CPS - ASSEMBLY/DISASSEMBLY MANUAL



NOTES:

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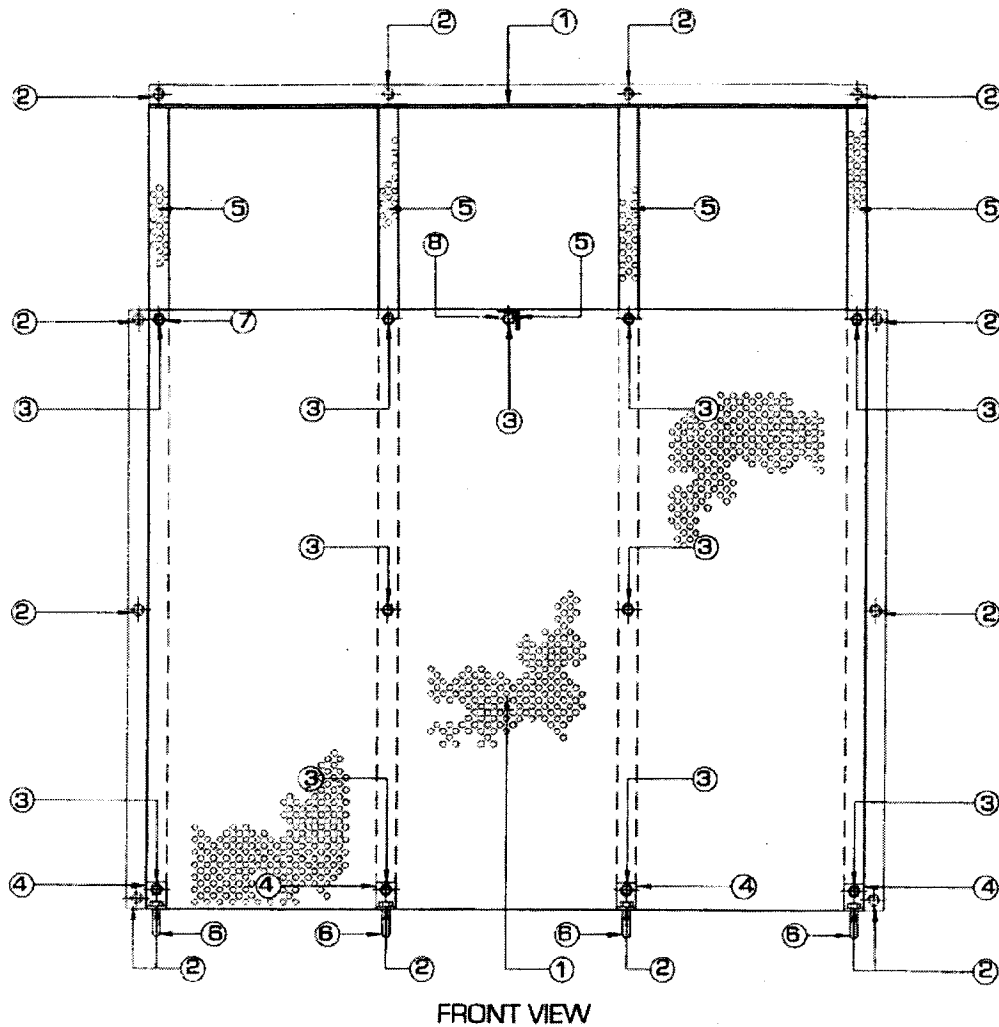
13331 Garden Grove Blvd, Suite H
Garden Grove, CA 92843

Page 02/02

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.2

CPS - PARTS MANUAL



ITEM	CODE	DESCRIPTION	SIZE
1	CPS-FRA-001	PERFORATED METAL S.S.	3/16" DIAMETER 14 GAUGE
2	CPS-HDW-001	STAINLESS STEEL HEX LAG	1/4"
3	CPS-HDW-002	STAINLESS STEEL HEX BOLTS	1/4"
4	CPS-HDW-003	STAINLESS STEEL BRACKETS	1 3/4" X 1 3/4" X 1/8"
5	CPS-FRA-002	ANGLE PERF. METAL S.S.	1 1/2" X 1 1/2" X H [VARIABLE]
6	CPS-HDW-004	ALLIGATOR ANCHOR	1/4"
7	CPS-HDW-005	STAINLESS STEEL NUTS	1/4"
8	CPS-HDW-006	STAINLESS STEEL WASHERS	1/4"

NOTES:

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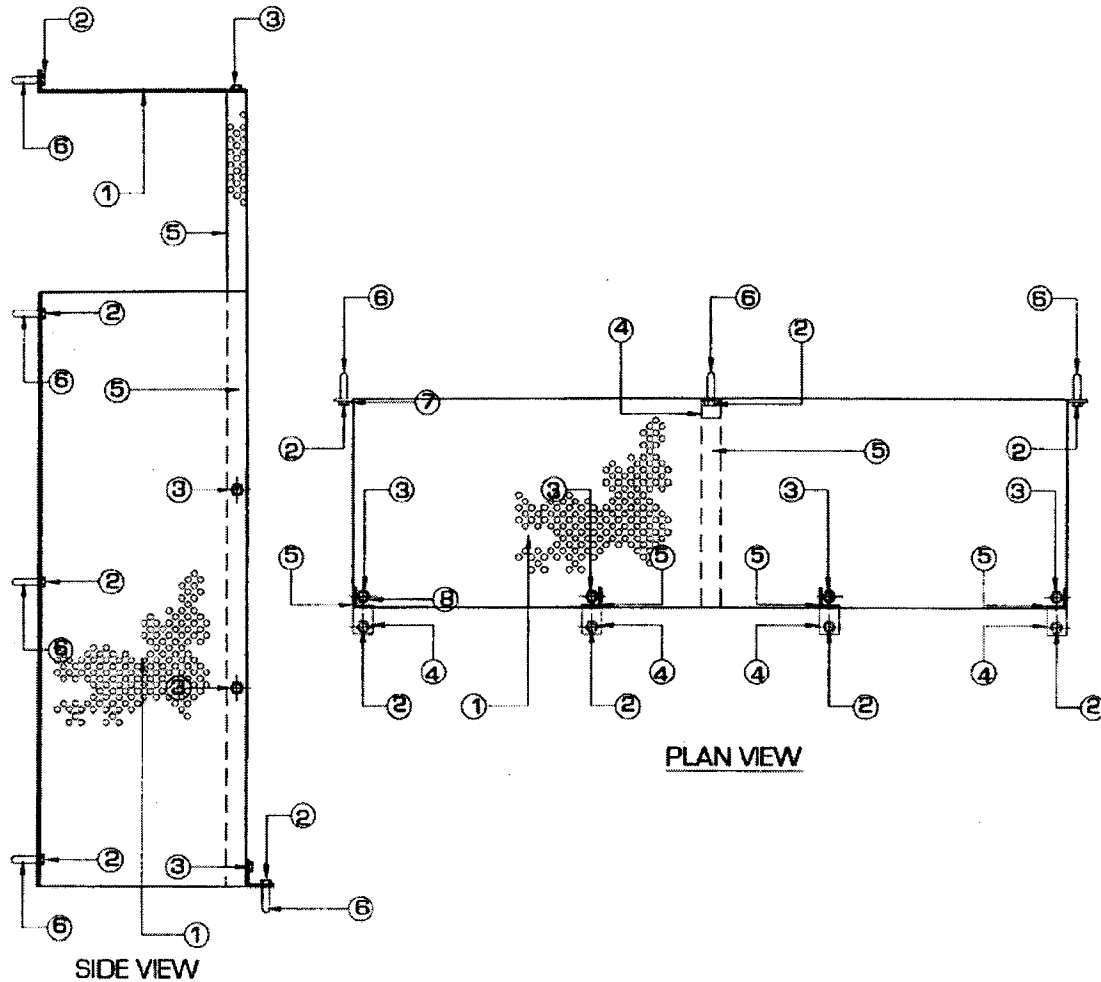
13331 Garden Grove Blvd, Suite H
Garden Grove, CA 92843

Page 01/02

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.2

CPS - PARTS MANUAL



ITEM	CODE	DESCRIPTION	SIZE
1	CPS-FRA-001	PERFORATED METAL S.S.	3/16" DIAMETER 14 GAUGE
2	CPS-HDW-001	STAINLESS STEEL HEX LAG	1/4"
3	CPS-HDW-002	STAINLESS STEEL HEX BOLTS	1/4"
4	CPS-HDW-003	STAINLESS STEEL BRACKETS	1 3/4" X 1 3/4" X 1/8"
5	CPS-FRA-002	ANGLE PERF. METAL S.S.	1 1/2" X 1 1/2" X H (VARIABLE)
6	CPS-HDW-004	ALLIGATOR ANCHOR	1/4"
7	CPS-HDW-005	STAINLESS STEEL NUTS	1/4"
8	CPS-HDW-006	STAINLESS STEEL WASHERS	1/4"

NOTES:

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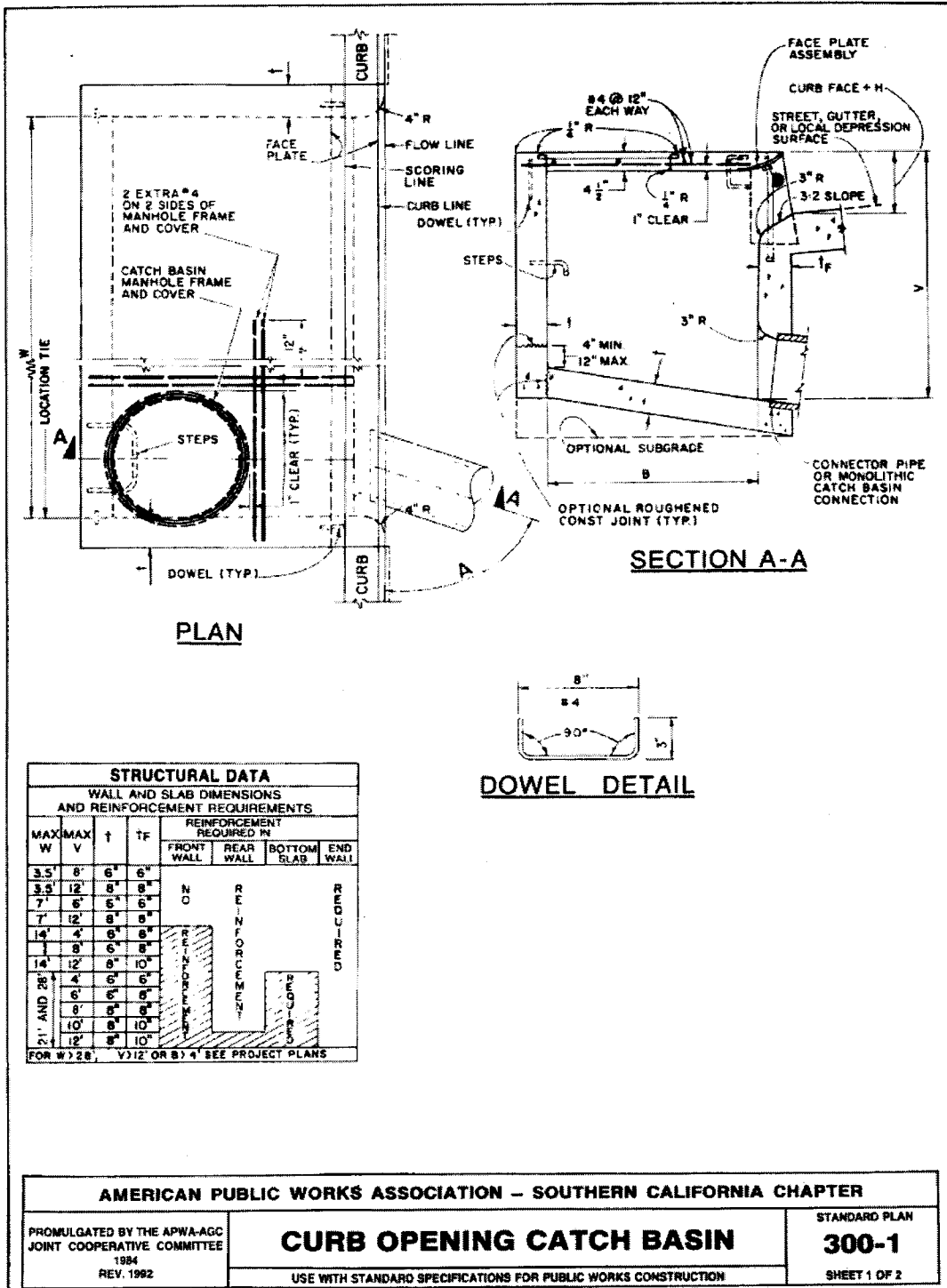
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Page 02/02

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.3

Standard Plans



CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.3

NOTES:

1. WHERE THE BASIN IS TO BE CONSTRUCTED WITHIN THE LIMITS OF EXISTING OR PROPOSED SIDEWALK OR IS CONTIGUOUS TO SUCH SIDEWALK, THE TOP SLAB OF THE BASIN MAY BE POURED EITHER MONOLITHIC WITH THE SIDEWALK OR SEPARATELY, USING THE SAME CLASS OF CONCRETE AS IN THE BASIN. WHEN POURED MONOLITHICALLY, THE SIDEWALK SHALL BE PROVIDED WITH A WEAKENED PLANE OR A 1-INCH DEEP SAWCUT CONTINUOUSLY AROUND THE EXTERNAL PERIMETER OF THE CATCH BASIN WALLS, INCLUDING ACROSS THE FULL WIDTH OF THE SIDEWALK. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED CURB AND WALK ADJACENT TO THE BASIN.
2. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
3. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8 PERCENT. IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
4. DIMENSIONS:
 $B = 3 \text{ FEET } 2 \text{ INCHES}$
 $V = \text{THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE CATCH BASIN AT THE OUTLET} = 4.5 \text{ FEET.}$
 $V_U = \text{THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT AT THE UPSTREAM END OF THE BASIN, AND SHALL BE DETERMINED BY THE REQUIREMENTS OF NOTE 3, BUT SHALL NOT BE LESS THAN CURB FACE PLUS 12 INCHES}$
 $V_I = \text{THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE INLET. NOTED ON THE PROJECT PLANS.}$
 $H = \text{NOTED ON THE PROJECT PLANS.}$
 $W = \text{NOTED ON THE PROJECT PLANS.}$
 $A = \text{THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.}$
5. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3-INCH PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3-INCH RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
6. STEPS SHALL BE LOCATED AS SHOWN. IF THE CONNECTOR PIPE INTERFERES WITH THE STEPS, THEY SHALL BE LOCATED AT THE CENTERLINE OF THE DOWNSTREAM END WALL. STEPS SHALL BE SPACED 12 INCHES APART. THE TOP STEP SHALL BE 7 INCHES BELOW THE TOP TO THE MANHOLE AND PROJECT 2-1/2 INCHES. ALL OTHER STEPS SHALL PROJECT 5 INCHES.
7. DOWELS ARE REQUIRED AT EACH CORNER AND AT 7 FEET ON CENTER (MAXIMUM) ALONG THE BACKWALL.
8. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HEREIN:
 - 308 MONOLITHIC CATCH BASIN CONNECTION
 - 309 CATCH BASIN REINFORCEMENT
 - 310 CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR
 - 312 CATCH BASIN MANHOLE FRAME AND COVER
 - 635 STEEL STEP
 - 636 POLYPROPYLENE PLASTIC STEP

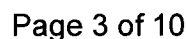
AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER

CURB OPENING CATCH BASIN

STANDARD PLAN

300-1

SHEET 2 OF 2

EXHIBIT G.3

**CATCH BASIN
STANDARD PLANS AND SPECIFICATIONS**

EXHIBIT G.3

NOTES:

1. WHERE THE BASIN IS TO BE CONSTRUCTED WITHIN THE LIMITS OF EXISTING OR PROPOSED SIDEWALK OR IS CONTIGUOUS TO SUCH SIDEWALK, THE TOP SLAB OF THE BASIN MAY BE POURED EITHER MONOLITHIC WITH THE SIDEWALK OR SEPARATELY, USING THE SAME CLASS OF CONCRETE AS IN THE BASIN. WHEN POURED MONOLITHICALLY, THE SIDEWALK SHALL BE PROVIDED WITH A WEAKENED PLANE OR A 1-INCH DEEP SAWCUT CONTINUOUSLY AROUND THE EXTERNAL PERIMETER OF THE CATCH BASIN WALLS, INCLUDING ACROSS THE FULL WIDTH OF THE SIDEWALK. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED CURB AND WALK ADJACENT TO THE BASIN.
2. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
3. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH. FLOOR OF GRATING PORTION SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8 PERCENT, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
4. DIMENSIONS:
 - V = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE CATCH BASIN AT THE OUTLET = 4.5 FEET.
 - V_I = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE INLET. NOTED ON THE PROJECT PLANS.
 - H = NOTED ON THE PROJECT PLANS.
 - W = 7 FEET UNLESS OTHERWISE NOTED ON THE PROJECT PLANS.
 - W_G = 2 FEET 11-3/8 INCHES FOR ONE GRATING; ADD 3 FEET 5-3/8 INCHES FOR EACH ADDITIONAL GRATING. ONE GRATING IS REQUIRED UNLESS OTHERWISE SHOWN ON THE PROJECT PLANS.
 - A = THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.
5. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3-INCH PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3-INCH RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
6. STEPS SHALL BE LOCATED AS SHOWN. IF THE CONNECTOR PIPE INTERFERES WITH THE STEPS, THEY SHALL BE LOCATED ON THE FRONT WALL AT THE CENTERLINE OF THE DOWNSTREAM GRATING. STEPS SHALL BE SPACED 12 INCHES APART. THE TOP STEP SHALL BE 7 INCHES BELOW THE TOP OF THE GRATING AND PROJECT 2-1/2 INCHES. ALL OTHER STEPS SHALL PROJECT 5 INCHES.
7. DOWELS ARE REQUIRED AT EACH CORNER AND AT 7 FEET ON CENTER (MAXIMUM) ALONG THE BACKWALL.
8. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HEREIN:
 - 308 MONOLITHIC CATCH BASIN CONNECTION
 - 309 CATCH BASIN REINFORCEMENT
 - 310 CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR
 - 311 FRAME AND GRATING FOR CATCH BASINS
 - 635 STEEL STEP
 - 636 POLYPROPYLENE PLASTIC STEP

AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER

**CURB OPENING CATCH BASIN WITH
GRATING(S) AND DEBRIS SKIMMER**

STANDARD PLAN

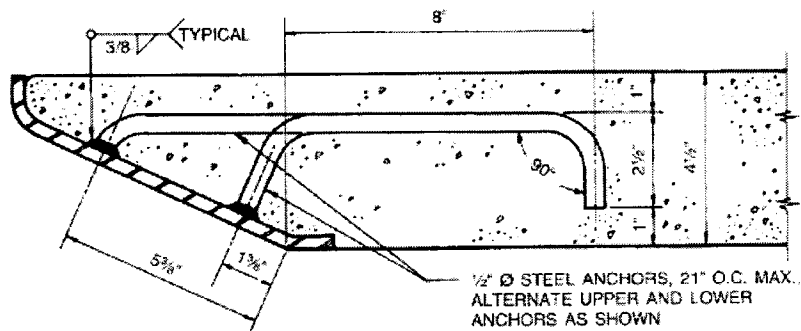
301-1

SHEET 2 OF 2

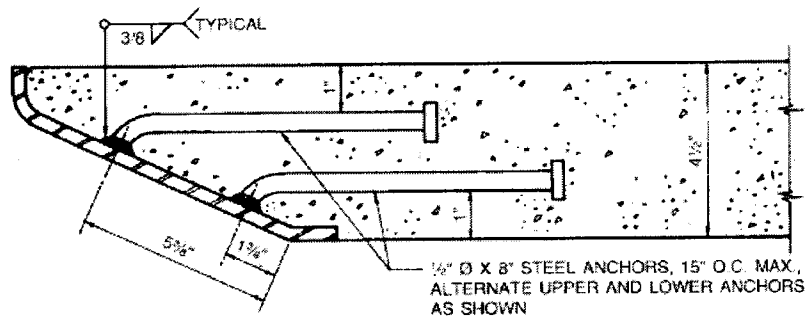
CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.3

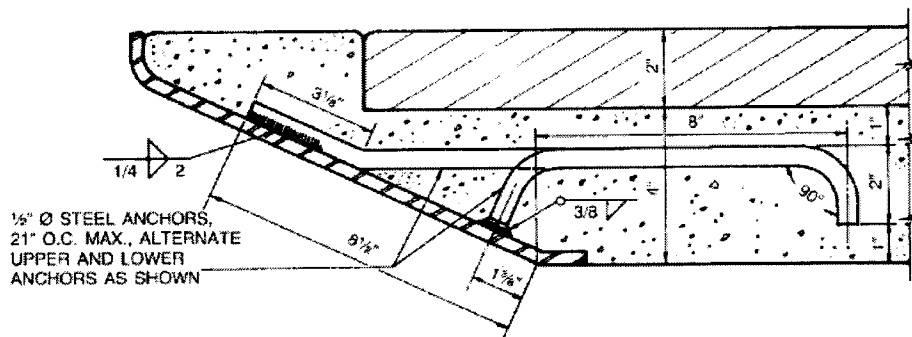
FACE PLATE ANCHORS



HOOK ANCHOR – 4 1/2" TOP SLAB



ROUND HEAD ANCHOR – 4 1/2" TOP SLAB



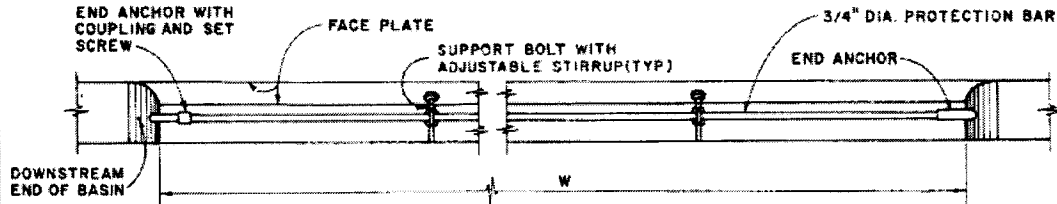
HOOK ANCHOR – 6" TOP SLAB

AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER	STANDARD PLAN
CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR	310-0
	SHEET 3 OF 6

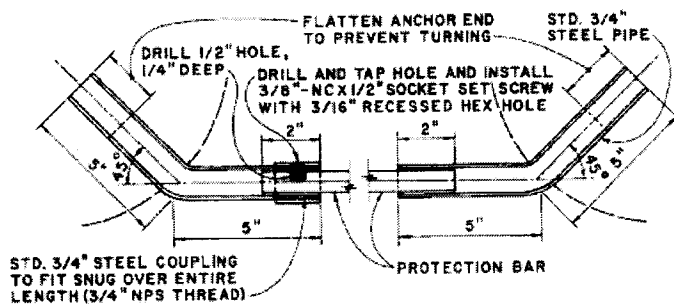
CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.3

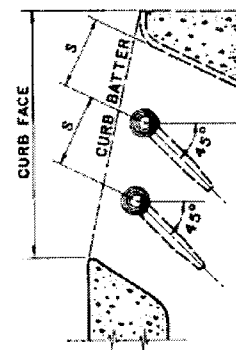
PROTECTION BAR AND SUPPORT BOLT(S) WITH ADJUSTABLE STIRRUP(S) — (TYPE A)



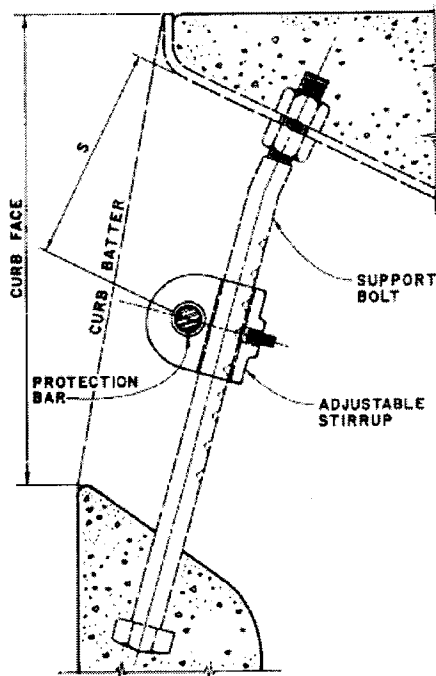
ELEVATION



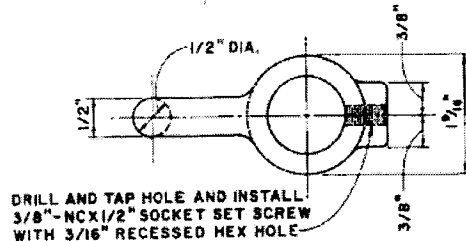
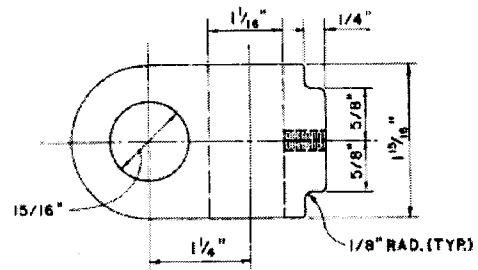
END ANCHOR DETAIL



DOUBLE PROTECTION BAR DETAIL



PROTECTION BAR & STIRRUP LOCATION



STIRRUP DETAIL

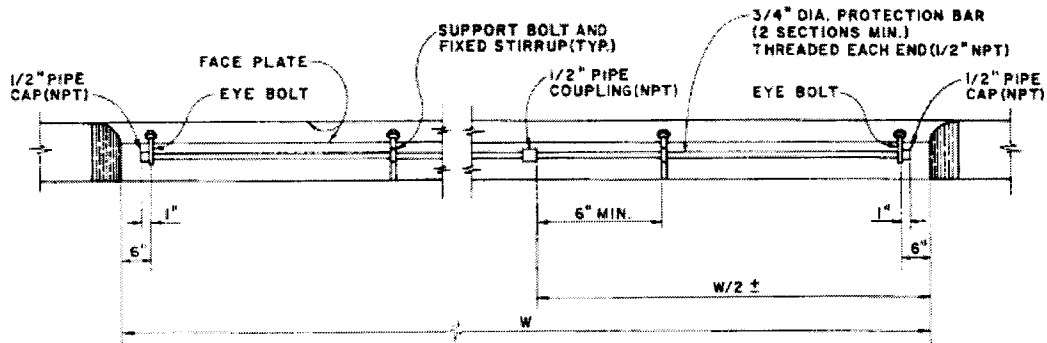
AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER
CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR

STANDARD PLAN
310-0
SHEET 4 OF 6

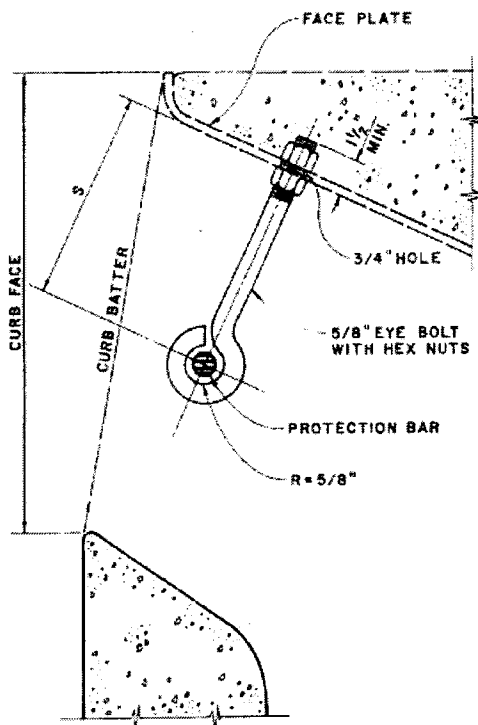
CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.3

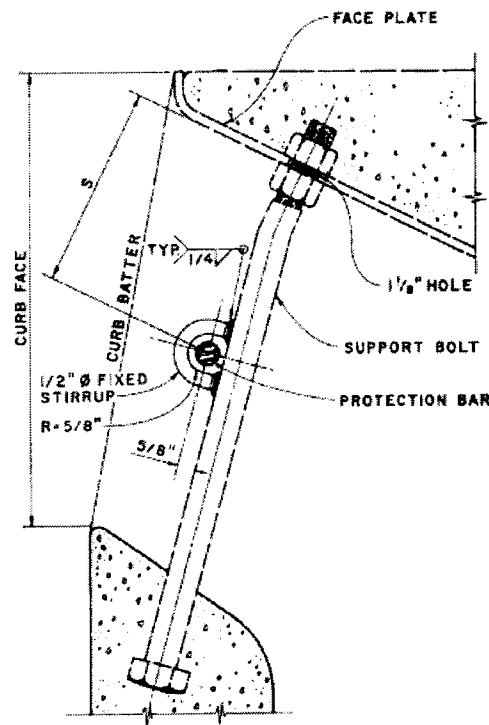
PROTECTION BAR AND SUPPORT BOLT(S) WITH FIXED STIRRUP(S) — (TYPE B)



ELEVATION



EYE BOLT DETAIL



STIRRUP DETAIL

AMERICAN PUBLIC WORKS ASSOCIATION — SOUTHERN CALIFORNIA CHAPTER
CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR

STANDARD PLAN
310-0
SHEET 5 OF 6

CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

EXHIBIT G.3

NOTES:

GENERAL

1. ALL PARTS SHALL BE STEEL, EXCEPT SET SCREWS, WHICH SHALL BE STAINLESS STEEL OR BRASS.
2. EXCLUDING SET SCREWS, ALL EXPOSED METAL PARTS SHALL BE GALVANIZED AFTER FABRICATION.
3. CURB FACE SHALL BE AS NOTED ON THE PROJECT PLANS.
4. CURB BATTER SHALL BE 3:12 UNLESS OTHERWISE SPECIFIED.

FACE PLATE

5. FACE PLATE LENGTHS SHALL BE CATCH BASIN W PLUS 12 INCHES EXCEPT AS MODIFIED FOR A "CURB OPENING CATCH BASIN AT DRIVEWAY".
6. WHEN THE LENGTH OF THE FACE PLATE IS BETWEEN 22 FEET AND 43 FEET, TWO SECTIONS MAY BE USED. WHEN THE LENGTH EXCEEDS 43 FEET, THREE SECTIONS MAY BE USED. SECTIONS SHALL BE SPLICED ACCORDING TO THE APPLICABLE SPLICE DETAIL. SPLICE SHALL BE PLACED ONE FOOT FROM A SUPPORT BOLT.
7. WHERE CATCH BASINS ARE TO BE CONSTRUCTED ON CURVES, THE MAXIMUM CHORD LENGTH FOR THE FACE PLATE SHALL BE SUCH THAT THE MAXIMUM PERPENDICULAR DISTANCE TO THE TRUE CURVE SHALL NOT EXCEED ONE INCH. WHERE MORE THAN ONE CHORD IS REQUIRED, CHORD LENGTHS SHALL BE EQUAL. CHORD SECTIONS SHALL BE SPLICED ACCORDING TO THE APPLICABLE SPLICE DETAIL (MODIFIED TO FIT THE CHORD DEFLECTION) AND A SUPPORT BOLT SHALL BE PLACED ONE FOOT FROM THE SPLICE.
8. ROUND HEAD ANCHORS FOR THE FACE PLATE SHALL BE NELSON H-4F SHEAR CONNECTOR, KSN WELDING SYSTEMS DIVISION SHEAR CONNECTOR OR EQUAL.

SUPPORT BOLT

9. SUPPORT BOLTS ARE REQUIRED WHEN THE LENGTH OF THE CATCH BASIN OPENING IS 7 FEET OR GREATER, AND SHALL BE EVENLY SPACED ACROSS THE OPENING. SPACING SHALL NOT BE LESS THAN 3 FEET 6 INCHES ON CENTER NOR GREATER THAN 5 FEET ON CENTER.

STIRRUP

10. FOR TYPE A, THE MATERIAL SHALL BE CAST STEEL.

PROTECTION BAR

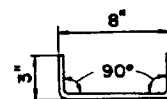
11. TYPE A SHALL BE USED UNLESS OTHERWISE SPECIFIED.
12. FOR TYPE A, THE BAR SHALL BE CUT TO FIT IN THE FIELD. WHEN "W" IS OVER 21 FEET, THE PROTECTION BAR SHALL CONSIST OF 2 OR MORE SECTIONS. A SPECIAL CONNECTOR BETWEEN THE PROTECTION BAR PIECES SHALL CONSIST OF A 5-INCH LENGTH OF STANDARD 3/4-INCH PIPE WITH STANDARD COUPLINGS FULLY THREADED ONTO EACH END DRILLED AND TAPPED FOR A SOCKET SET SCREW AS DETAILED FOR THE DOWNSTREAM END ANCHOR.
13. FOR TYPE B, THE BAR SHALL BE TWO PIECES. TWO EYE BOLTS AND A WELDED STIRRUP ON EACH SUPPORT BOLT ARE REQUIRED.
14. NUMBER OF PROTECTION BARS AND LOCATION(S) AS FOLLOWS:

		MAXIMUM CURB FACE															
		0°-6"	7°	8°	9°	10°	11°	12°	13°	14°	15°	16°	17°	18°			
CURB BATTER	0:12	0	0	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	4.5"			
	1:12	0	0	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"			
	2:12	0	0	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"	5.5"			
	3:12	0	0	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	4.5"	4.5"	5.5"	5.5"	4.5"			
	4:12	0	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"	4.5"	4.5"			
		NUMBER OF PROTECTION BAR															
		1				2*				3*							

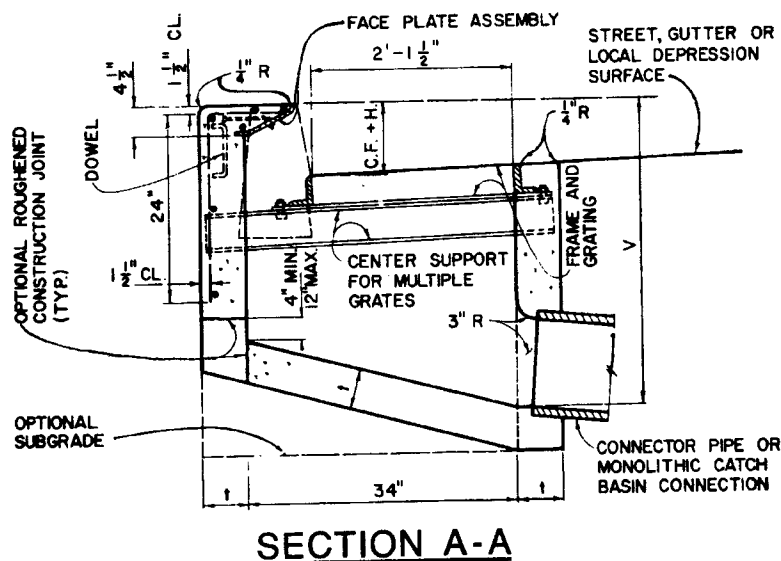
FOR OTHER CURB FACE OR BATTER, SEE PROJECT PLANS

* TYPE A PROTECTION BAR ONLY

AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER		STANDARD PLAN
CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR		310-0
		SHEET 5 OF 6

EXHIBIT G.3

DOWEL DETAIL



SECTION A-A

STRUCTURAL DATA			
WALL AND SLAB DIMENSIONS AND REINFORCEMENT REQUIREMENTS			
NO. OF GRATES	MAX. V	t	REINFORCEMENT FOR WALLS AND SLABS
1-2	4'	6"	NOT REQUIRED
1-2	8'	8"	
1-2	10'	10"	
1-2	12'	10"	REQUIRED
3-4	4'	6"	NOT REQUIRED
3-4	7'	8"	
3-4	8'	8"	REQUIRED
3-4	12'	10"	
5-6	4'	6"	NOT REQUIRED
5-6	6'	8"	
5-6	8'	8"	REQUIRED
5-6	12'	10"	
> 6	4'	6"	
> 6	8'	8"	
> 6	12'	10"	

PROMULGATED BY THE APWA-AGC
JOINT COOPERATIVE COMMITTEE
1984
REV. 1992

**CURB OPENING CATCH BASIN
WITH GRATING(S)**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

302-1

SHEET 1 OF 2

**CATCH BASIN
STANDARD PLANS AND SPECIFICATIONS**

EXHIBIT G.3

NOTES:

1. WHERE THE BASIN IS TO BE CONSTRUCTED WITHIN THE LIMITS OF EXISTING OR PROPOSED SIDEWALK OR IS CONTIGUOUS TO SUCH SIDEWALK, THE TOP SLAB OF THE BASIN MAY BE POURED EITHER MONOLITHIC WITH THE SIDEWALK OR SEPARATELY, USING THE SAME CLASS OF CONCRETE AS IN THE BASIN. WHEN POURED MONOLITHICALLY, THE SIDEWALK SHALL BE PROVIDED WITH A WEAKENED PLANE OR A 1-INCH DEEP SAWCUT CONTINUOUSLY AROUND THE EXTERNAL PERIMETER OF THE CATCH BASIN WALLS, INCLUDING ACROSS THE FULL WIDTH OF THE SIDEWALK. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED CURB AND WALK ADJACENT TO THE BASIN.
2. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
3. ONE GRATING IS REQUIRED UNLESS OTHERWISE SHOWN ON THE PROJECT PLAN.
4. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8 PERCENT, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
5. DIMENSIONS:
 - V = THE DIFFERENCE IN ELEVATION FROM THE TOP OF THE CURB AND THE INVERT OF THE CATCH BASIN AT THE OUTLET = 4.5 FEET.
 - V_U = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT AT THE UPSTREAM END OF THE BASIN, AND SHALL BE DETERMINED BY THE REQUIREMENTS OF NOTE 4, BUT SHALL NOT BE LESS THAN CURB FACE PLUS 12 INCHES.
 - V_I = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE INLET. NOTED ON THE PROJECT PLANS.
 - H = NOTED ON THE PROJECT PLANS.
 - W = 2 FEET 11-3/8 INCHES FOR ONE GRATING; ADD 3 FEET 5-3/8 INCHES FOR EACH ADDITIONAL GRATING.
 - A = THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.
6. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3-INCH PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND A 3-INCH RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
7. STEPS SHALL BE LOCATED AS SHOWN. IF THE CONNECTOR PIPE INTERFERES WITH THE STEPS, THEY SHALL BE LOCATED ON THE FRONT WALL AT THE CENTERLINE OF THE DOWNSTREAM GRATING. STEPS SHALL BE SPACED 12 INCHES APART. THE TOP STEP SHALL BE 7 INCHES BELOW THE TOP OF THE GRATING AND PROJECT 2-1/2 INCHES. ALL OTHER STEPS SHALL PROJECT 5 INCHES.
8. DOWELS ARE REQUIRED AT EACH CORNER AND AT 7 FEET ON CENTER (MAXIMUM) ALONG THE BACKWALL.
9. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HEREIN:
 - 308 MONOLITHIC CATCH BASIN CONNECTION
 - 309 CATCH BASIN REINFORCEMENT
 - 310 CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR
 - 311 FRAME AND GRATING FOR CATCH BASINS
 - 635 STEEL STEP
 - 636 POLYPROPYLENE PLASTIC STEP

AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER

CURB OPENING CATCH BASIN WITH GRATING(S)

STANDARD PLAN

302-1

SHEET 2 OF 2

Date of Inspection: _____

Monthly Cleaning ____ Post Major Storm ____

Contractor Representative _____

Department Representative

[illegible]

Total tons of debris hauled per this page**	
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
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92	92
93	93
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99	99
100	100

* Explain all notations marked "N" and elaborate on the BMP type in the Comments/Notes section

**** Required during the 30 day As-Needed monitoring period only**

1. exterior damage
2. bent or missing protection bars
3. damaged methodes
4. damaged face plate
5. other physical damage
6. cemented materials that have been dumped on or into the Catch Basin which cannot be removed by normal clean out operations
7. Verify structural operation of the ATS (ensure insert cones and cones free), and bolts in place in the closed position, as designed
8. Visual verification of Inverts mechanical parts (e.g. missing or damaged hardware, bolts, screws etc.) and hardware required

Map Page No. _____

Exhibit I

Date Submitted_____

Page No. ____ of ____

Department Representative_

Contractor Representative _____

[illegible]

* Explain all notations marked "N" and elaborate on the BMP type in the Comments/Notes section

SAMPLE BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
(Contractor/Principal)

as principal, and _____,
(Surety)

as surety, are held and firmly bound unto the Los Angeles County Flood Control District (hereinafter "District"), in the sum of _____ lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the District for Inserted Catch Basin Maintenance for Various Catch Basins Throughout Los Angeles County, and is required by said District to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said District to said principal shall exonerate any surety unless the Board of Supervisors of said District shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____ 20 ____.

(Contractor/Principal)

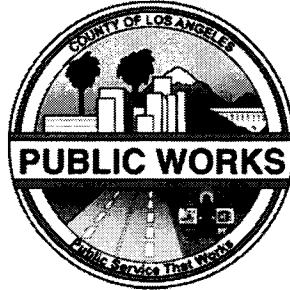
(Surety)

By _____ By _____
Its Its Attorney-in-fact

By _____ By _____
Its Its Attorney-in-fact

By _____
Its

By _____
Its



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
FLOOD MAINTENANCE DIVISION

CONFINED SPACE MANUAL

Entire document may be accessed at <http://dpw.lacounty.gov/asd/contracts>