



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

August 1, 2019

IN REPLY PLEASE

REFER TO FILE: BRC-1

### **NOTICE OF INVITATION FOR BIDS FOR ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING SERVICES - SOUTH AREA (BRC0000107)**

PLEASE TAKE NOTICE that Public Works requests bid submissions for the Annual and On-Call Soft-Bottom Channel Facility Clearing Services - South Area (BRC0000107) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of these services is estimated to be \$500,000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be accessed at <http://pw.lacounty.gov/brcd/servicecontracts/> or may be requested from Ms. Ani Karapetyan at (626) 458-4050 or [akarapetyan@pw.lacounty.gov](mailto:akarapetyan@pw.lacounty.gov) or Ms. Anna Leung at (626) 458-4072 or [aleung@pw.lacounty.gov](mailto:aleung@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

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

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

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

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

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

All interested firms that are included in the Qualified Contractors List resulting from RFSQ for On-Call Channel Clearing Services (2015-SQAN007) are invited to submit a bid provided that they meet the minimum requirements identified in this IFB.

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

1. Bidder must have a minimum of 3 years of experience providing landscaping services similar to the service being solicited. **Subcontracting is not allowed to meet this requirement.**
2. Bidder's on-site supervising employee(s) must have a minimum of 3 years of experience supervising landscaping services similar to the service being solicited. **Subcontracting is not allowed to meet this requirement.**
3. Bidder must submit a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. **Subcontracting is not allowed to meet this requirement.**
4. Bidder and/or subcontractor(s), if any, must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health. Bidders and/or subcontractor(s) who do not possess the permits at the bid deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to bidder and/or subcontractor(s) for permit fees along with a copy of proof of payment, such as a cashier check, money order, or cancelled check (transpired beyond 5 days).
5. The contracted work in this IFB constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFSQ. Bidders are required to pay prevailing wages as applicable to the contract work. Bidder and subcontractor(s), if any, performing prevailing wage work, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

**A. Bid Submission Requirements:**

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

1. Bidder has completed and signed all appropriate forms listed in this IFB, Part I, Forms.
2. Bidder has submitted a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License.
3. Bidder and/or subcontractor(s), if any, have submitted proof of a valid and active waste collector permit issued by the County Department of Public Health.
4. Bidder and subcontractor(s), if any, have submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.
5. Bidder and subcontractor(s), if any, have demonstrated that it complies with all minimum requirements as outlined in the minimum mandatory requirements set forth in the RFSQ and IFB. (Use Form PW-19.1, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB.)
6. Bids shall be submitted with **five** complete sets of the bid that includes all related information in the following formats:
  - Paper: One original and two copies.
  - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
    - One original electronic copy.
    - One redacted electronic copy - bidder shall redact any trade secret, confidential, proprietary, or other personal information from the bid, such as Social Security numbers.

**There will be no Bidders' Conference or walk-through site visits for this solicitation;** however, it is the bidders' sole responsibility to do their due diligence and to contact the Contract Manager (CM), Mr. Armond Ghazarian of Stormwater Maintenance Division who may be contacted by phone at (626) 458-4114 or

[aghazar@pw.lacounty.gov](mailto:aghazar@pw.lacounty.gov), to arrange a site visit and familiarize themselves with each site location and its requirements before submitting their bid. Bidders must coordinate with the CM prior to visiting the site. Please contact the CM to arrange the date and time of the site visits before **Tuesday, August 6, 2019**. All site visits should be carried out prior to the established bid submission deadline. The bid submission due date will not be extended to allow extra time to conduct the site visits. The deadline to submit written questions for a response is **Thursday, August 8, 2019, at 5:30 p.m.** All bidders on the Qualified Contractors List will be given a copy of all questions and answers for their information via e-mail only.

Please be advised due to the visitor parking lot closure, when attending meetings or submitting bids, **plan for an additional 30-45 minutes to find parking**. The second level of the Headquarters parking structure is available for visitor parking.

**The deadline for bid submission is Monday, August 19, 2019, at 5:30 p.m.** Please direct your questions to Ms. Karapetyan or Ms. Leung. Bids must be submitted to Los Angeles County Public Works Cashier's office located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the bidder and this IFB. Bids are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

Bidders are instructed not to contact any County 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 or e-mailed to:

Los Angeles County Public Works  
Business Relations and Contracts Division - 8th Floor  
Attention Ms. Ani Karapetyan or Ms. Anna Leung  
P.O. Box 1460  
Alhambra, CA 91802-1460

E-Mail: [akarapetyan@pw.lacounty.gov](mailto:akarapetyan@pw.lacounty.gov)  
Telephone: (626) 458-4050

or

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

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

**B. Bid Selection:**

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

Proposed Price (100 points)

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

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

Subject to such adjustment(s), the lowest average total Proposed Price quoted in the Schedule of Prices (Forms PW-2.1), will receive the full weight of this evaluated item. Other bids will receive a prorated score calculated as follows: divide the lowest average total Proposed Price by each other bidder's average total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion. The bid with the lowest average total Proposed Price may not necessarily be awarded a contract.

**C. Invitation for Bids**

1. All definitions, provisions, requirements, and rules of interpretation set forth in the RFSQ including Addenda to the RFSQ, for On-Call Channel Clearing Services (2015-SQAN007), also apply to this IFB.

2. The County reserves the right to cancel this IFB at any time at its sole discretion. In the event of any such rejection of IFBs or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of an IFB.

**Follow us on Twitter:**

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



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

Very truly yours,

MARK PESTRELLA  
Director of Public Works

A handwritten signature in black ink, appearing to read "Daniel J. Lafferty". The signature is written in a cursive, flowing style.

DANIEL J. LAFFERTY  
Assistant Deputy Director

AK

P:\aepub\Service Contracts\CONTRACT\Ani\SOFT-BOTTOM CHANNEL CLEARING SERVICES\2019 REBID\South Area\01 IFB\01 IFB NOTICE 5-21-19.doc

Enc.

LOS ANGELES COUNTY

PUBLIC WORKS

INVITATION FOR BIDS

FOR

ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL  
FACILITY CLEARING SERVICES - SOUTH AREA  
(BRC0000107)



*Public Works*

LOS ANGELES COUNTY

Approved 7/25, 2019

MARK PESTRELLA  
Director of Public Works

By: *Ramiro J. Lopez*  
Deputy Director

INVITATION FOR BIDS  
FOR  
ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING  
SERVICES - SOUTH AREA (BRC0000107)

TABLE OF CONTENTS

PART I

FORMS

PW-2.1	Schedule of Prices
PW-8.1	(Supplemental) List of Subcontractors
PW-9.1	(Supplemental) Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10.1	(Supplemental) GAIN and GROW Employment Commitment
PW-17.1	(Supplemental) Zero Tolerance Human Trafficking Policy Certification
PW-18.1	(Supplemental) Statement of Equipment Form
PW-19.1	(Supplemental) Bidder's Compliance with the Minimum Mandatory Requirements of the IFB
PW-20	(Supplemental) Compliance with Fair Chance Employment Hiring Practices Certification

SUBCONTRACTORS FORMS

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

PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-7	Proposer's Equal Employment Opportunity Certification

PW-9	Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
PW-10	GAIN and GROW Employment Commitment
PW-12	Charitable Contributions Certification
PW-20	Compliance with Fair Chance Employment Hiring Practices Certification

## PART II

### SAMPLE AGREEMENT FOR ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING SERVICES - SOUTH AREA (BRC0000107)

#### EXHIBITS

- A.1 (Supplemental) Scope of Work
- A.2 Schedule of Prices  
[Successful Bidder's Form PW-2.1 will be incorporated here]
- B-E Intentionally Omitted [Please refer RFSQ for On-Call Channel Clearing Services (2015-SQAN007), Addenda 1-2]
- F.1 (Supplemental) Performance Requirements Summary
- G.1 Intentionally Omitted
- H.1 Intentionally Omitted
- I.1 Intentionally Omitted
- J.1 Intentionally Omitted
- K.1 Bid Submission Instructions
- L.1 Intentionally Omitted
- M.1 Intentionally Omitted
- N. San Gabriel River Map
- O. Wilmington Drain Map
- P. Ballona Creek Map
- Q. Ballona Creek Freshwater Marsh Map

## **TABLE OF FORMS**

PW-2.1	SCHEDULE OF PRICES
PW-8.1	(SUPPLEMENTAL) LIST OF SUBCONTRACTORS
PW-9.1	(SUPPLEMENTAL) REQUEST FOR COUNTY'S PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10.1	(SUPPLEMENTAL) GAIN AND GROW EMPLOYMENT COMMITMENT
PW-17.1	(SUPPLEMENTAL) ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION
PW-18.1	(SUPPLEMENTAL) STATEMENT OF EQUIPMENT FORM
PW-19.1	(SUPPLEMENTAL) BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
PW-20	(SUPPLEMENTAL) COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

## **SUBCONTRACTORS FORMS**

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

PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-9	REQUEST FOR COUNTY'S PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-20	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

## SCHEDULE OF PRICES

FOR

ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING  
SERVICES – SOUTH AREA (BRC0000107)

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

Public Works will reimburse all dumping fees upon the receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site. Transportation costs to and from the landfill sites shall be included in the Contractor's Unit Prices listed below.

ITEM NO.	DESCRIPTION ITEM	TOTAL ACRES	UNIT PRICE PER ACRE	ANNUAL PRICE (TOTAL ACRES X UNIT PRICE PER ACRE)
1.	SAN GABRIEL RIVER	70	\$	\$
2.	WILMINGTON DRAIN	14	\$	\$
3.	BALLONA CREEK	17	\$	\$
<b>SUBTOTAL PROPOSED FOR ITEM NOS. 1 - 3</b>				\$

ITEM NO.	DESCRIPTION	TOTAL ESTIMATED HOURS	UNIT PRICE PER HOUR	PRICE (TOTAL ESTIMATED HOURS X UNIT PRICE PER HOUR)
4.	<b>ON-CALL SERVICES - HOURLY RATE</b> On-call removal of vegetation, trash, debris, brush, tree trimming and/removal etc. from various soft-bottom channels (Only to be performed with Public Works' prior approval).	2,500	\$	\$
<b>SUBTOTAL PROPOSED FOR ITEM NO. 4</b>				\$

## SCHEDULE OF PRICES

FOR

ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING  
SERVICES – SOUTH AREA (BRC0000107)

<b>SUBTOTAL PROPOSED FOR ITEM NOS. 1 - 3</b>	<b>\$ _____</b>
<b>SUBTOTAL PROPOSED FOR ITEM NO. 4</b>	<b>\$ _____</b>
<b>TOTAL PROPOSED ANNUAL PRICE (FOR ITEM NOS. 1 - 4)</b>	<b>\$ _____</b>

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

P:\aepub\Service Contracts\CONTRACT\Ant\SOFT-BOTTOM CHANNEL CLEARING SERVICES\2019 REBID\South Area\01 IFB\04.2 PW-2.doc

**LIST OF SUBCONTRACTORS**

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

☐

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

**(SUPPLEMENTAL) FORM PW-8.1**

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your subcontractor is currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below. (make copy of this form, if necessary)

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

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

Print Name:	Authorized Signature	Title	Date

**County of Los Angeles**  
**Request for County's Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

- I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

- ☐ **DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

**(SUPPLEMENTAL) FORM PW-9.1**

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

FIRM NAME:

My County (WebVen) Vendor Number:

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

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (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. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.**

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

Authorized Signature:	Title:	Date:

GAIN and GROW EMPLOYMENT COMMITMENT

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

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

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

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

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Signature	Title
Firm Name	Date

**ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title
Signature:	Date:

[illegible]

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB  
ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING  
SERVICES – SOUTH AREA (BRC0000107)**

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

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

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

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

Bidder's Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experience Please provide a detailed narrative of Bidder's experience in your Invitation for Bids to validate this minimum mandatory requirement. <u>The Bid may be disqualified, if incomplete or unresponsive statements are made.</u>	Page No.*
	/		
	/		

\*List the page number in the Bid containing the Bidder's experience providing landscaping services similar to the service being solicited. (Please attach additional pages, if needed.)

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

**THIS SECTION IS INTENTIONALLY LEFT BLANK**

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB**

**ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING  
SERVICES – SOUTH AREA (BRC0000107)**

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

Bidder's On-site Supervising Employee(s) Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experience Please provide a detailed narrative of Bidder's on-site supervising employee's experience in your Invitation for Bids to validate this minimum mandatory requirement. <u>The Bid may be disqualified, if incomplete or unresponsive statements are made.</u>	Page No.*
	/		
	/		
	/		
	/		

\*List the page number in the Bid containing the Bidder's on-site supervising employee(s) experience supervising landscaping services similar to the service being solicited. (Please attach additional pages, if needed.)

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

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

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

\*List the page number in the Bid containing the copy of Bidder's valid and active State Contractor's Class C-27, Landscaping Contractor License. (Please attach additional pages, if needed.)

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB**

**ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING  
SERVICES – SOUTH AREA (BRC0000107)**

- ☐ Yes. Bidder has submitted a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. Please complete the chart below.
- ☐ No. Bidder does not have the license as stated above. **By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.**

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

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

Permit No.	Name of the Permit Holder	Valid/Active Dates	Subcontractor Y/N	Page No.*

\*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active Waste Collector Permit issued by DPH. (Please attach additional pages, if needed.)

- ☐ Bidder and/or Subcontractor(s), if any, do not currently have valid and active Waste Collector Permit; however, Bidder and/or Subcontractor(s) have submitted a copy of the DPH's receipt and invoice to Bidder and/or Subcontractor, if any, for permit fees.

DPH Invoice No.: \_\_\_\_\_ Invoice Date: \_\_\_\_\_

DPH Invoice No.: \_\_\_\_\_ Invoice Date: \_\_\_\_\_

- ☐ No. Bidder and/or Subcontractor, if any, do not have the permit as stated above. **By checking this box, your bid will be immediately disqualified as nonresponsive.**

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB**

**ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING  
SERVICES – SOUTH AREA (BRC0000107)**

5. Bidder and its Subcontractor(s), if any, performing prevailing wage work, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

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

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

\*List the page number in the Bid containing the copy of Bidder's and Subcontractor(s), if any, State of California Department of Industrial Relations Public Works Contractor Registration. (Please attach additional pages, if needed.)

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

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

Signature	Title
Firm Name	Date

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

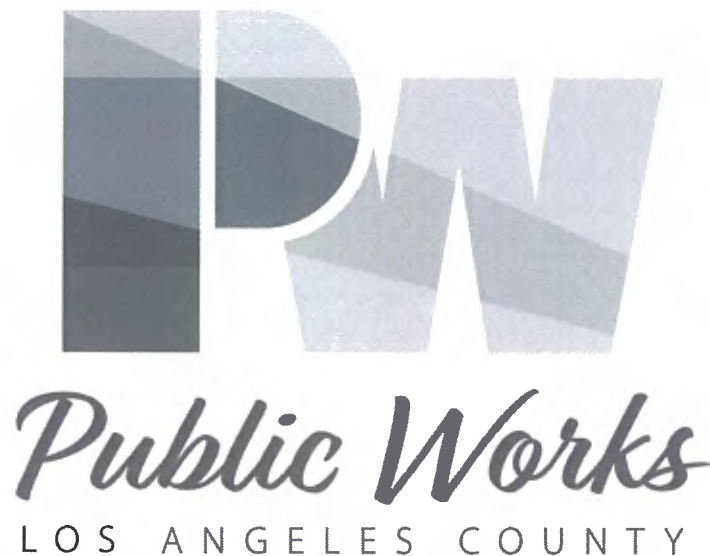
The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title
Signature:	Date:

Part II  
Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY,  
PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

**ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY  
CLEARING SERVICES - SOUTH AREA (BRC0000107)**

## TABLE OF CONTENTS

### AGREEMENT FOR

#### ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING SERVICES – SOUTH AREA (BRC0000107)

	PAGE
<b>SAMPLE AGREEMENT</b> .....	1-4
<b>EXHIBIT A.1 Scope of Work</b> .....	A.1-26
<b>EXHIBIT A.2 Schedule of Prices</b> .....	1-2
<b>EXHIBIT B Service Contract General Requirements</b>	
Section 1 Interpretation of Contract	
A. Ambiguities or Discrepancies .....	B.1
B. Definitions .....	B.1
C. Headings .....	B.3
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Amendments.....	B.4
B. Assignment and Delegation .....	B.4
C. Authorization Warranty .....	B.5
D. Budget Reduction .....	B.5
E. Complaints .....	B.6
F. Compliance with Applicable Laws .....	B.6
G. Compliance with Civil Rights Laws .....	B.7
H. Confidentiality.....	B.7
I. Conflict of Interest .....	B.8
J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List .....	B.9
K. Consideration of Hiring GAIN and GROW Participants.....	B.9
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement .....	B.9
M. Contractor's Charitable Activities Compliance .....	B.9
N. Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	B.10
O. County's Quality Assurance Plan.....	B.10
P. Damage to County Facilities, Buildings, or Grounds .....	B.10
Q. Employment Eligibility Verification .....	B.11
R. Facsimile Representations.....	B.11
S. Fair Labor Standards .....	B.11
T. Force Majeure.....	B.12
U. Governing Laws, Jurisdiction, and Venue.....	B.12
V. Most Favored Public Entity.....	B.12
W. Nondiscrimination and Affirmative Action.....	B.13
X. Nonexclusivity.....	B.14
Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract.....	B.14
Z. Notice of Delays.....	B.14
AA. Notice of Disputes.....	B.14

	BB.	Notice to Employees Regarding the Federal Earned Income Credit...	B.15
	CC.	Notices.....	B.15
	DD.	Publicity.....	B.15
	EE.	Public Records Act.....	B.16
	FF.	Record Retention and Inspection/Audit Settlement.....	B.16
	GG.	Recycled-Content Paper Products.....	B.17
	HH.	Contractor's Employee Criminal Background Investigation.....	B.18
	II.	Subcontracting.....	B.18
	JJ.	Validity.....	B.19
	KK.	Waiver.....	B.19
	LL.	Warranty Against Contingent Fees.....	B.19
	MM.	Time Off for Voting.....	B.20
	NN.	Local Small Business Enterprise Utilization.....	B.20
	OO.	Compliance with County's Zero Tolerance Human Trafficking.....	B.21
	PP.	Method of Payment and Required Information.....	B.21
	QQ.	Compliance with Fair Chance Employment Practices.....	B.21
	RR.	Compliance with the County Policy of Equity.....	B.21
Section 3		Terminations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	B.21
	B.	Termination/Suspension for Convenience .....	B.21
	C.	Termination/Suspension for Default .....	B.22
	D.	Termination/Suspension for Improper Consideration .....	B.23
	E.	Termination/Suspension for Insolvency .....	B.24
	F.	Termination/Suspension for Nonadherence to County Lobbyists Ordinance .....	B.24
	G.	Termination/Suspension for Nonappropriation of Funds .....	B.24
Section 4		General Conditions of Contract Work	
	A.	Authority of Public Works and Inspection .....	B.25
	B.	Cooperation .....	B.25
	C.	Cooperation and Collateral Work .....	B.25
	D.	Equipment, Labor, Supervision, and Materials .....	B.25
	E.	Gratuitous Work .....	B.25
	F.	Jobsite Safety .....	B.25
	G.	Labor .....	B.26
	H.	Labor Law Compliance .....	B.26
	I.	Overtime .....	B.26
	J.	Permits/Licenses .....	B.26
	K.	Prohibition Against Use of Child Labor .....	B.26
	L.	Public Convenience .....	B.27
	M.	Public Safety .....	B.27
	N.	Qualities of Work .....	B.27
	O.	Quantities of Work .....	B.27
	P.	Safety Requirements .....	B.28
	Q.	Storage of Materials and Equipment .....	B.28
	R.	Transportation .....	B.28
	S.	Work Area Controls .....	B.28
	T.	County Contract Database/CARD.....	B.28

Section 5	Indemnification and Insurance Requirements	
A.	Independent Contractor Status .....	B.29
B.	Indemnification .....	B.29
C.	Workplace Safety Indemnification .....	B.29
D.	General Insurance Requirements .....	B.30
E.	Compensation for County Costs .....	B.34
F.	Insurance Coverage Requirements .....	B.34
Section 6	Contractor Responsibility and Debarment	
A.	Responsible Contractor .....	B.35
B.	Chapter 2.202 of the County Code.....	B.35
C.	Nonresponsible Contractor .....	B.35
D.	Contractor Hearing Board .....	B.35
E.	Subcontractors of Contractor .....	B.36
Section 7	Compliance with County's Jury Service Program	
A.	Jury Service Program .....	B.37
B.	Written Employee Jury Service Policy .....	B.37
Section 8	Safely Surrendered Baby Law Program	
A.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law .....	B.39
B.	Notice to Employees Regarding the Safely Surrendered Baby Law..	B.39
Section 9	Social Enterprise Preference Program.....	B.40
Section 10	Local Small Business Enterprise (SBE) Preference Program.....	B.41
Section 11	Compliance with County's Defaulted Property Tax Reduction Program.....	B.42
Section 12	Disabled Veteran Business Enterprise Preference Program .....	B.43
Section 13	Prevailing Wages.....	B.44

<b>EXHIBIT C</b>	<b>Internal Revenue Service Notice 1015</b>
<b>EXHIBIT D</b>	<b>Safely Surrendered Baby Law Posters</b>
<b>EXHIBIT E</b>	<b>Defaulted Property Tax Reduction Program</b>
<b>EXHIBIT F.1</b>	<b>(SUPPLEMENTAL) Performance Requirements Summary</b>
<b>EXHIBIT G.1</b>	<b>Intentionally Omitted</b>
<b>EXHIBIT H.1</b>	<b>Intentionally Omitted</b>
<b>EXHIBIT I.1</b>	<b>Intentionally Omitted</b>
<b>EXHIBIT J.1</b>	<b>Intentionally Omitted</b>
<b>EXHIBIT K.1</b>	<b>Bid Submission Instructions</b>
<b>EXHIBIT L.1</b>	<b>Intentionally Omitted</b>
<b>EXHIBIT M.1</b>	<b>Intentionally Omitted</b>
<b>EXHIBIT N</b>	<b>San Gabriel River Map</b>
<b>EXHIBIT O</b>	<b>Wilmington Drain Map</b>
<b>EXHIBIT P</b>	<b>Ballona Creek Map</b>
<b>EXHIBIT Q</b>	<b>Ballona Creek Freshwater Marsh Map</b>

SAMPLE AGREEMENT FOR  
ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING  
SERVICES - SOUTH AREA (BRC0000107)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_, 2019, hereby agrees to provide services as described in this Contract for Annual and On-Call Soft-Bottom Channel Facility Clearing Services - South Area.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G.1, Intentionally Omitted; Exhibit H.1, Intentionally Omitted; Exhibit I.1, Intentionally Omitted; Exhibit J.1, Intentionally Omitted; Exhibit K.1, Bid Submission Instructions; Exhibit L.1, Intentionally Omitted; Exhibit M.1, Intentionally Omitted; Exhibit N, San Gabriel River Map; Exhibit O, Wilmington Drain Map; Exhibit P, Ballona Creek Map; and Exhibit Q, Ballona Creek Freshwater Marsh Map; the CONTRACTOR'S Statement of Qualifications and Bid Submissions, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ and the Invitation for Bids (IFB) and Addenda thereto, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$\_\_\_\_\_ per year, plus any remaining amount unused from the previous Contract terms, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on \_\_\_\_\_, or Board approval and execution between both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year,

this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2.1, Schedule of Prices.

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

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

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

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

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

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period

preceding the renewal date, which shall be the effective date for any Cost-of-Living Adjustments (COLAs). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLAs will be granted. Upon approval of COLAs, a notification will be sent to the Contractor.

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

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

**THIRTEENTH:** This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, each of which shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

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

[NAME OF CONTRACTOR]

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

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

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

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

## SCOPE OF WORK

### ANNUAL AND ON-CALL SOFT-BOTTOM CHANNEL FACILITY CLEARING SERVICES - SOUTH AREA (BRC0000107)

A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Mr. Armond Ghazarian of Stormwater Maintenance Division who may be contacted at (626) 458-4114 or [aghazar@pw.lacounty.gov](mailto:aghazar@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m. The CM may designate several Public Works Representatives (PWR) to request work from the Contractor. The CM and the PWR are the only persons authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM or PWR. The Contractor will be notified in writing when there is a change in the CM and/or PWR.

B. Work Location

1. San Gabriel River

The work to be performed is within the San Gabriel River beginning from the Whittier Narrows Dam in Pico Rivera to Beverly Boulevard in Pico Rivera

2. Wilmington Drain Channel (Wilmington Drain)

The work to be performed is within the Wilmington Drain beginning from the 110 Freeway to Pacific Coast Highway in Wilmington.

3. Ballona Creek

The work to be performed is within the upper reach of Ballona Creek beginning from Centinela Avenue in City of Los Angeles to Marina Freeway (SR90) in City of Los Angeles.

Included on Exhibit N, San Gabriel River; Exhibit O, Wilmington Drain; and Exhibit P, Ballona Creek, are maps showing the locations and their upstream and downstream limits included in this Contract. These maps shall be used only to locate the jobsite and do not contain sufficient information to represent the actual jobsite conditions.

C. Request of Work from Contractor

The County may request the contracted services from the Contractor on an on-call and intermittent basis. The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against

the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A.1, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2.1, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

1. **General Statement**

The work to be performed consists of the annual clearing, removal, and off-site disposal of brush; standing vegetation, rubbish, and debris; the removal and trimming of trees; and other incidental and appurtenant work necessary to restore the capacity of existing earthen-bottom channels. Earthen-bottom channels are an environmentally sensitive location. Removal of non-native vegetation, a limited amount of native vegetation, trees, all litter, debris, and other such foreign material must be removed in compliance with permits issued by jurisdictional agencies.

The County reserves the right to revise the work to be performed or executed to specifically designate individual trees and/or certain species of vegetation to be removed.

2. **Clearing Services**

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

a. **San Gabriel River**

From south of Whittier Narrows Dam to Beverly Boulevard (approximately 6,500 linear feet), all non-native vegetation and debris from toe to toe of the channel shall be removed by mowing and/or hand clearing. Each levee slope shall be hand cleared, and all vegetation and debris shall be removed. All trees throughout the jobsite shall be trimmed to obtain a "lollipop" shape. Special precautions shall be taken while mowing and clearing the center portion of the channel to ensure that the root structure remains undisturbed. No equipment shall be operated in any water. San Gabriel River vegetation in part consists of Alligator Weed, as such, the Contractor is required to thoroughly wash all soil from the equipment before entering another channel, in accordance with Section U, Alligator Weed. Also, the Contractor shall have the capability to obtain a row boat, if needed, to access areas that area surrounded by water.

During the clearing of San Gabriel River, Department of Water and Power (DWP) personnel could be trimming trees along the power lines near the dam. DWP will be responsible for disposing its own debris.

This portion of San Gabriel River, serviced by the Contractor, is Reaches 43a and 43b on the regulatory permits.

b. Wilmington Drain

The limits are from the 110 Freeway to Pacific Coast Highway approximately 4,000 linear feet. Upstream of Lomita Boulevard, Contractor shall clear all vegetation and debris. Between Lomita Boulevard and Pacific Coast Highway, Contractor shall clear vegetation from the toe of the invert to 3 feet up the slope on all banks, including the center island. Upslope from that, all vegetation on the center island will remain. Contractor shall trim all vegetation on the channel banks with hand tools according to the authorized permit conditions (i.e all non-native vegetation shall be removed, and native trees shall be trimmed to obtain a "lollipop" shape 3-6' in height if directed by the PWR). Work at Wilmington Drain cannot be performed until after September 15 AND after the Public Works' biologist has provided clearance that the site is clear of Least Bell's Vireo, a threatened/endangered bird species. Consult with the PWR prior to removing any vegetation from the channel banks. No equipment shall be operated in any water. Also, the Contractor shall have the capability to obtain a row boat, if needed, to access areas that are surrounded by water.

This portion of Wilmington Drain serviced by the Contractor is Reach 27 on the regulatory permits.

c. Ballona Creek

The limits are from Centinela Avenue in City of Los Angeles to Marina Freeway (SR90) overpass, approximately 3,100 linear feet. Contractor shall perform annual vegetation maintenance, which includes removal by hand and/or mechanically, of all debris, trash, invasive and exotic vegetation. The native California bulrush and cattail comprises the freshwater marsh and is located below ordinary highwater mark. Therefore, the Contractor shall mow the freshwater marsh down to 6 inches above the height of the grouted riprap. The Contractor shall preserve the footprint of the freshwater marsh mapped in Exhibit Q by pulling out the roots located outside the footprint by hand and/or hand-held equipment. The Contractor shall trim and clear the perimeter of the remaining freshwater marsh with hand tools. The Contractor shall temporarily install

floating boom with a silt curtain (provided by the County) to prevent sediment from entering that portion of the channel.

This portion of Ballona Creek serviced by the Contractor is Reach 112 on the regulatory permits.

- d. Prior to the Contractor performing any clearing services, the Contractor and PWR shall meet with Public Works' biologist at the jobsite to determine which areas are to remain undisturbed. Public Works' biologist will monitor all of the Contractor's clearing activities and has the right to halt work as needed.
- e. The Contractor shall remove existing vegetation from all the channel levees and other areas which are lined with rip-rap. The Contractor shall remove vegetation by cutting vegetation at the surface of the rip-rap, or lining. The Contractor is advised that the channel bottom immediately upstream and downstream of drop structures and (rubber dams) are lined with rip-rap which the Contractor shall protect in place.
- f. The Contractor shall remove and dispose of appropriately, all vegetation that have been mowed and/or hand cut from the channel bottom or levees, as mentioned in Section T, Removal of Debris.
- g. While using equipment or vehicles, the Contractor shall protect all concrete drop structures, rubber dams, all rip-rap areas, and other flood control improvements in place. The Contractor shall give special attention to all rip-rap areas. The Contractor is advised that the rip-rap lining of the levees extends below the bottom of the channel at approximately the same slope as the levee structure. Extreme care shall be used when operating heavy machinery in the vicinity of the toe of levees lined with rip-rap. Only rubber tire or rubber track equipment/vehicles shall be used as directed by the PWR.
- h. Sediment shall not be removed from any river or channel bottom unless directed by the PWR.
- i. Any litter, cut vegetation, dead vegetation, debris, and other foreign material found anywhere within the bottom of the river and levee areas, including areas under the bridges, drop structures and areas where vegetation is to be protected shall be removed and disposed of as appropriate by the Contractor.
- j. The Contractor shall perform all work in compliance with the environmental sensitivity necessary for completion of this Contract

in compliance with these specifications and all permits issued by jurisdictional agencies. The Contractor's attention is directed to this Exhibit's Section S, Regulatory Permits. The Contractor shall perform all activities and operations in such a manner to complete the work and meet full compliance with all permits.

- k. The Contractor is responsible for utilizing equipment and vehicles which will safely pass under all bridges and overhead structures within the vicinity of the channels and access roads. The Contractor is responsible for the repair of any damage to bridges or related structures at no cost to the County.
- l. Contractor shall provide replacement equipment by the following workday in the event of equipment failure.
- m. Contractor shall provide security for all of the Contractors' equipment used at the jobsite during all hours.
- n. Fueling and servicing of equipment shall be performed outside the channel right-of-way.
- o. The Contractor shall lock all channel gates that were opened during the course of the work day. Crews shall not evacuate a work site without locking the gates.
- p. The Contractor shall repair any damage to Public Works facilities resulting from the work including, but not limited to access road paving, fence, gates, etc., at no cost to the County.
- q. At the end of each working day, the Contractor shall remove all stock piles of vegetation from the mowing and/or cutting from the channel bottom and levees.
- r. Public Works will designate and delineate vegetation and those trees to remain and be protected in place. Designation and delineation will be performed by Public Works' biologist in advance of the Contractor's operations.
- s. The Contractor shall not store equipment in the channel.
- t. The following conditions shall be met by the Contractor at all times:
  - i. The Contractor is not allowed to excavate soil.
  - ii. No training channels are allowed to be created.
  - iii. No earth access ramps can be constructed.

- iv. No diversion of flows.
- v. Will haul away all vegetation cleared.
- u. Work shall begin at the most northerly point and progress southerly unless otherwise approved by the CM or PWR.
- v. Only the use of acceptable vehicles within the river invert is allowed. Contractor may use rubber tire or rubber track vehicles within the channels invert only when directed by the PWR.
- w. Contractor's method of removal of any exotic vegetation shall be at the PWR's instructions (e.g., the use of a tarp to transport castor bean across the work area to prevent the spreading of its seeds).
- x. The Contractor shall not allow any equipment or vehicles to enter through or cross over flowing waters at the jobsite.
- y. Contractor must maintain a one-day (1-day) clear weather forecast before conducting any operations within the channel. The Contractor expressly acknowledges that flash flooding and/or fast running water may be encountered in the river following storms. In addition, water may be released to the river from various reservoirs during nonstorm periods without advance notice to the Contractor. The Contractor shall not attempt to enter the river bottom when rapidly flowing water is present since personnel and equipment could be swept downstream. The Contractor is solely responsible for determining whether or not the river can be entered safely. However, Public Works will notify the Contractor of scheduled releases. The Contractor shall provide an emergency phone number where it can be reached 24 hours a day, 7 days a week, such that Public Works can notify the Contractor of unscheduled releases or imminent flooding.
- z. The Contractor shall implement proper Best Management Practices (BMPs) per the Los Angeles County's Public Works 2010 BMPs Manual, should the Contractor perform clearing services in the presence of flowing water.
- aa. The Contractor shall not use any herbicides under this contract.

**3. Staffing Requirement**

Contractor shall provide the number of crews with designated personnel per crew indicated in its Work Plan during daily operation of this Contract to complete the project within the allotted 60 working day performance period in order to avoid liquidated damages. The Contractor shall provide enough crew support to service all work locations at any one given time throughout the duration of the Contract. Contractor shall also designate a minimum of one truck driver with the appropriate valid and active licenses to transport all debris derived from the daily operation to a licensed local landfill approved by Public Works. All debris must be disposed of the same day.

**4. Annual and On-Call Services**

During the performance periods specified above and throughout the Contract's term, including option years, if any, the Contractor may be called upon by the PWR to perform services including, but not limited to: Vegetation, trash, debris, brush, tree trimming, tree removal, and invasive vegetation, removal on an on-call basis at various soft-bottom channels throughout the County of Los Angeles not listed in this Contract. The Contractor will be paid for any PWR requested on-call services performed according to the on-call services price per hour as specified on Form PW-2.1, Schedule of Prices, On-Call Services, Item No. 4. Contractor shall have adequate crews support to complete the service as specified by the PWR. The Contractor shall have the ability to transport all debris derived from the on-call services to a Public Works approved disposal site.

The on-call service will be for work orders outside of the work locations as specified in Section B, Work Location.

**F. Additional Work/Locations**

1. Additional work/location(s) may be added during the Contract period. Upon request by the CM, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2.1, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the rates on Form PW-2.1, Schedule of Prices. Upon CM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the CM, the additional work/location(s) may be added to the Contract.
2. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

G. Performance Period

The Contractor shall perform soft-bottom channel clearing services after September 16 and completed during the first 60 working days for each contract term unless otherwise directed by the CM or PWR. The work may be delayed until all permits referred to in Section S, Regulatory Permits, are obtained. The number of working days may be extended at the CM or PWR's discretion due to unforeseen delays not caused by the Contractor.

H. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the CM or PWR.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

I. Contractor's Representative

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

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

J. Work Schedule

The Contractor shall submit a schedule to the PWR one month prior to the start of the work to ensure they do not impede or conflict with Public Works operations. The schedule shall reflect start and completion dates of all work

under this Contract within the specified time as stated in Section G, Performance Period.

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

K. Execution of Work

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

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

If work is suspended through no fault of Public Works, all expenses and losses incurred by the Contractor during such suspension shall be borne by the Contractor. If the Contractor fails to properly provide for public safety and traffic control during the period of suspension, Public Works may elect to do so, and deduct the costs thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

L. Work by Others Due to Unsatisfactory Work Execution

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

M. Right of Way

The Contractor shall conduct all of its activities and operations within the channel right of way. The Contractor shall not allow its employees to use private property for any other reason or to use water or electricity from such property without written permission from the owner.

If, for any reason, the Contractor elects to access non-channel property, it shall first obtain written permission from the owner and provide evidence of such permission in writing to the PWR prior to entering upon such lands. In performing any work or doing any activity on lands inside or outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations. The Contractor shall indemnify and hold the County harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this section and with permission from the owner or in violation of this section without permission from the owner.

N. Equipment

The Contractor shall provide the following heavy equipment and hand tools including, but not limited to:

1. Heavy Equipment

- 2 Utility Vehicles
- 2 Dump Trucks
- 1 Loader with four-way bucket
- 1 Aerial Bucket Truck
- John Deere "Gator" or equivalent
- Rubber Tracked Skid-Steer with Mower Attachment
- Mowers as required (with Rubber Track/Rubber Tire)

2. Hand Tools

- Chain saws
- Pole saws
- Hedge Trimmers
- Weed Eaters
- Brush Choppers
- Rakes
- Shovels
- Brooms
- Leaf Collectors/blowers
- "Loppers"
- Push mowers

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

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

Brush chippers and all of the Contractor's equipment utilized on this Contract shall comply with California Occupational Safety and Health Administration (Cal/OSHA) requirements.

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

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

O. Utilities

The County will not provide utilities.

P. Storage Facilities

The County will not provide storage facilities for the Contractor.

Q. Water Meter

The Contractor is responsible for contacting water company to obtain a permit(s) and water meter(s) as required.

R. Utility Lines

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

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

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

S. Regulatory Permits

1. Upon request by the Contractor, Public Works shall provide the Contractor with copies of the regulatory permits.
2. The Contractor shall possess copies of the regulatory permits at the jobsite at all time.
3. The Contractor shall comply with the requirements of permits as it pertains to its operations.

T. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris and vegetation derived from the clearing of this channel only at a Public Works approved disposal site on a daily basis. The Contractor shall submit all waste disposal receipts obtained from the landfill on a daily basis to the CM. Public Works will reimburse the Contractor for the Contractor's disposal fees upon the receipt of an invoice with attached certified dump/weight tickets. Public Works will not pay for labor and transportation of debris to the dump site. Transportation costs to and from the landfill sites shall be included in the Contractor's unit price per channel as listed in Form PW-2.1, Schedule of Prices. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.

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

U. Alligator Weed

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

1. The Contractor shall comply with all requirements of the ACWM. As such, the Contractor is required to thoroughly wash all soil from the equipment, and is to be inspected and released by a member of ACWM before being transferred to other sites. Requests for such inspections must be made 24 hours in advance. Upon ACWM's

request, a member of ACWM will inspect and release the Contractor's equipment before being transported to other sites.

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

V. Jobsite Maintenance

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

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

W. Toilets Facility

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

X. Special Safety Requirements

1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
2. Contractor staff shall wear hard hats at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

3. Any worker who works within ten feet of energized electrical conductors shall be trained in electrical hazard recognition or shall be line clearance trimmer certified.
4. The Contractor shall inspect and identify, any condition(s) that renders any portion of the jobsite unsafe. Contractor shall notify the Contractor manager immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the CM within 5 days following the occurrence.
5. Special emphasis shall be placed on public safety during debris and vegetation removal process, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular service, including the following:
  - a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the PWR; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
  - b. Emergency Response: The Contractor shall call 911 when the emergency involves injury to a member of the public, stay with the injured person until help arrives if doing so, does not pose a risk to the County or Contractor staff, and direct emergency services to the injured person, if practical, and secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
  - c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to PWR within two business days or first day of the next business week. PWR will provide the report form.
  - d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.

Y. Maps

- Exhibit N: San Gabriel River
- Exhibit O: Wilmington Drain Map
- Exhibit P: Ballona Creek Map
- Exhibit Q: Ballona Creek Freshwater Marsh Map

Z. Responsibilities of the Contractor

Contractor shall:

1. Maintain 3 years of experience providing landscaping services similar to the service solicited.

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

2. Ensure on-site supervising employee(s) maintains 3 years of experience supervising landscaping services similar to the service solicited.

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

3. Maintain a valid and active State of California Class C-27 (Landscaping Contractor License).

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

4. Maintain and/or ensure its Subcontractor(s) performing waste disposal work hold a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH).

5. Maintain and ensure its Subcontractor(s) hold a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.

6. Comply with all the requirements in this Contract.

7. Complete all clearing work within the timeframe specified in Section G, Performance Period.

8. Provide at least one person per crew in charge of specific work who can speak, read, and write the English language.

9. Provide transportation for Contractor's personnel and equipment both to and from, and for travel around the jobsites, as well as transportation of all cleared vegetation, debris, and brush to a Public Works approved disposal site.
10. Provide a telephone number at which the Contractor can provide an oral response within a 24-hour period of the PWRs request for work to be performed.
11. Perform fueling and servicing of the Contractor's equipment outside regular working hours and away from the facility's right-of-way.
12. Be prepared to provide a truck with an aerial manlift to reach tree limbs and vegetation that cannot be reached safely from the ground.
13. Replace equipment by the following workday in the event of equipment failure due to unforeseen circumstances.
14. Provide barriers and guards when and where it is necessary to effectively guard the public from danger as a result of the work being performed.
15. Be responsible for payment of all fines, fees, and penalties resulting from traffic control violations, such as, but not limited to, overloading, truck route permits, and equipment defects.
16. Submit all waste disposal receipts obtained from the landfill on a daily basis to the PWR.
17. Be responsible for keys that are issued for the purpose of accessing the facilities. The Contractor will also be responsible for locking all channel gates that were opened during the course of the workday. Crews are not to evacuate a jobsite without locking the gates. Gates serving invert access ramps must be kept locked when not in use. The Contractor must immediately inform the PWR of any gates that are missing a lock and/or upon discovering they have misplaced the keys and/or locks.
18. Be advised that bikeways and equestrian trails exist along many of the facilities. The Contractor shall conduct its activities in a manner that will not endanger the users or block access to these additional facilities.
19. Shall maintain the required insurance and coverage as specified in Exhibit B, Section 5, Indemnification and Insurance Requirements, during the entire term of this Contract. At any time during the term of this Contract, if there is a lapse in insurance coverage the Contractor shall immediately suspend work and notify the CM.

AA. Responsibilities of Public Works

1. The County will provide a biologist to give directions to the Contractors during various maintenance activities (e.g., tree trimming, shrubbery pruning, and slope cutting recommendations) as required.
2. The County will conduct jobsite inspection at its discretion. The CM or PWR may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite. All work performed by the Contractor under this Contract is subject to inspection and approval by the PWR. Inspection of the Contractor's work shall not relieve the Contractor of the obligation to fulfill all conditions of this Contract.
3. The County will provide the Contractor with keys to access facilities.

BB. Best Management Practices

Best Management Practices (BMPs) shall be defined as any program, technology, process, sitting criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the Los Angeles County Department of Public Works Construction Site Best Management Practices (BMPs) Manual. This publication is available at <http://pw.lacounty.gov/cons/specs/BMPManual.pdf>.

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

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

TEMPORARY SOIL STABILIZATION

SS-1 Scheduling

SS-2 Preservation of Existing Vegetation

TEMPORARY SEDIMENT CONTROL

SC-1 Silt Fence

SC-8 Sandbag Barrier

SC-9 Straw Bale Barrier

WIND EROSION CONTROL

WE-1 Wind Erosion Control

WASTE MANAGEMENT AND MATERIAL POLLUTION CONTROL

WM-1 Material Delivery\*\*

WM-2 Material Use\*\*

- WM-3 Stockpile Management\*\*WM-4 Spill Prevention and Control
- WM-5 Solid Waste Management
- WM-6 Hazardous Waste Management
- WM-7 Contaminated Soil Management
- WM-9 Sanitary/Septic Waste Management
- WM-10 Liquid Waste Management

#### NON-STORM WATER MANAGEMENT

- NS-1 Water Conservation Practices
- NS-2 Dewatering Operations
- NS-3 Paving and Grinding Operations\*\*
- NS-4 Temporary Stream Crossing
- NS-5 Clear Water Diversion
- NS-6 Illicit Connection/Illegal Discharge Detection and Reporting\*\*
- NS-7 Potable Water/Irrigation
- NS-8 Vehicle Equipment Cleaning\*\*
- NS-9 Vehicle Equipment Fueling\*\*
- NS-10 Vehicle Equipment Maintenance\*\*

(\*) Additional BMPs may be required as a result of actual field conditions, Contractor activities, or construction maintenance as recommended in the BMPs Handbook.

(\*\*) As required on all projects as determined by Public Works.

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

#### 1. General

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

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

- c. Please take note of Waste Discharge Requirements Permit (Order No. R4-2018-099), Water Quality Monitoring. Contractor should be aware that work may be halted or delayed, if the water quality test results show exceedances of any water quality parameters. Public Works will be in charge of water diversion plan and will coordinate water sampling/monitoring with a separate Contractor.

2. Water Quality Control

In order to ensure a minimum level of water quality and pollution control, the Contractor shall effectively implement and maintain appropriate Construction Site BMPs, and shall comply with the following requirements:

- a. Sediments shall not be discharged to the storm drain system or receiving waters.
- b. Sediments generated on the jobsite shall be contained within the jobsite using appropriate BMPs.
- c. No construction-related materials: waste, spills, or residue shall be discharged from the Project site to streets, drainage facilities, receiving waters, or adjacent property by wind or runoff.
- d. Nonstorm water runoff from equipment, vehicle washing, or any other activity shall be contained within the jobsite using appropriate BMPs.
- e. Erosion from exposed topsoil slopes and channels shall be prevented.
- f. No grading is permitted. All erosion susceptible slopes shall be covered, planted, or protected in any way that prevents sediment discharge from the Project site.

3. Implementation Requirements

The Contractor shall effectuate a program for implementing, inspecting, and maintaining water pollution control practices for wind erosion control, tracking control, erosion and sediment control, nonstorm water control, and waste management and materials pollution control.

Soil stabilization, erosion and sediment control practices conforming to the "Minimum Requirements" in the BMPs Handbook shall be implemented throughout the rainy season, defined as between October 15 and April 15, and whenever the National Weather Service predicts rain within 24 hours. The National Weather Service weather forecast shall be monitored by the

Contractor on a daily basis. An alternative weather forecast service may be used if approved by the PWR. If precipitation is predicted, the rainy season water pollution control practices shall be deployed prior to the onset of the precipitation.

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

4. Maintenance

The Contractor shall be responsible for implementation of all applicable water pollution control BMPs listed above in this Scope of Work, including installations, construction, inspections, maintenance, and removal or disposal of any materials from the jobsite to conform to the BMPs requirements. Unless otherwise directed by the PWR, the Contractor shall be responsible for BMPs implementation and maintenance throughout any temporary suspension of the Work. The jobsite shall be inspected, and findings recorded on a weekly BMPs checklist by the Contractor as follows:

- a. Prior to a forecast storm
- b. After a precipitation event, which causes site runoff
- c. At 24-hour intervals during extended precipitation events
- d. Routinely, a minimum of once every week.

5. Report of Discharge, Notices, or Orders

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

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

6. Enforcement and Penalties

Public Works, as a permittee, is subject to enforcement 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 the provisions set forth in these Special Provisions. The penalty will be deducted from Contract progress payments due the Contractor if the Contractor is determined by the PWR to be noncompliant including, but not limited to, the following:

- a. Noncompliance with the applicable provisions of the BMPs Manual
- b. Noncompliance with the immediate corrective action specified on the Agency-issued Field Notice of BMPs 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 this Scope of Work. 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, from any monies due the Contractor, the total amount of any legal fees, staff costs, and consultant fees as a result of the Contractor's noncompliance with this Scope of Work.

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

7. Payment

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

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

The Contractor is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

CC. Noncompliance with Specifications

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

DD. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within 3 days at the Contractor's expense and to the satisfaction of the PWR. All costs to the Contractor for protecting and restoring existing improvements shall be considered as included in the unit rates specified on Form PW-2.1, Schedule of Prices.

EE. Project Safety Official

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

FF. Traffic Control

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

accrued by Public Works for such work will be deducted from the Contract payments to the Contractor.

7. The Contractor shall be responsible for compliance with additional public safety requirements, which may arise during the work. The Contractor shall furnish and install, and upon completion of the work, promptly remove all signs and warning devices.
8. The Contractor shall make a maximum effort to maintain pedestrian access through the work area and vehicular access through driveways to private property. If the sidewalk is to be closed, the Contractor shall post appropriate warning signs.
9. All costs incurred by the Contractor in complying with the above traffic control requirements shall be considered as included in the unit rates specified on Form PW-2.1, Schedule of Prices.

GG. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

HH. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages, shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
  - b. The parties are both experienced in the performance of the Contract work.
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price.
  - d. The parties are not under any compulsion to Contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$2,000 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract or approved by CM.
4. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance.
5. Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F.1), the higher service level in the judgment of Public Works shall prevail.

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

[TO BE DETERMINED]

## **EXHIBITS B-E**

Exhibit B: Service Contract General Requirements

Exhibit C: Internal Revenue Service Notice 1015

Exhibit D: Safely Surrendered Baby Law Posters

Exhibit E: Defaulted Property Tax Reduction Program

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through Q, inclusive, of this Contract (Exhibits A.1-Q) and this PRS, Exhibits A.1-Q shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-Q, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Removal of Vegetation and Debris	All vegetation and debris are removed per the Scope of Work.	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. No Overnight Stockpiling of Daily Vegetation on Any Property	There is no overnight stockpiling.	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through Q, inclusive, of this Contract (Exhibits A.1-Q) and this PRS, Exhibits A.1-Q shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-Q, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Provide Waste Receipts from an Approved Landfill	Daily submission of waste receipts.	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Provide Traffic Control	All traffic control plans and devices have been implemented using the latest codes.	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Provide All Tools and Equipment	All tools and equipment are in proper working order and have been promptly replaced as required.	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Services Shall be Performed and Completed Within the Performance Period	Service shall commence on September 16 and continue for 60 working days for each contract period except for the initial contract term as specified in the Scope of Work.	\$2,000 for each consecutive calendar day that the Contractor fails to complete work within the performance period as specified in Scope of Work; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through Q, inclusive, of this Contract (Exhibits A.1-Q) and this PRS, Exhibits A.1-Q shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-Q, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
2. Special Reports As-Required	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who do <u>not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Employees Well Oriented to Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through Q, inclusive, of this Contract (Exhibits A.1-Q) and this PRS, Exhibits A.1-Q shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-Q, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to Complaints, Requests, and Discrepancies	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through Q, inclusive, of this Contract (Exhibits A.1-Q) and this PRS, Exhibits A.1-Q shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-Q, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Representative, Superintendent, or Person in Charge of Specific Work Speaks, Reads, Writes, and Understands English	Representative, superintendent, or person in charge of specific work can communicate in English with County Contract Manager.	\$100 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through Q, inclusive, of this Contract (Exhibits A.1-Q) and this PRS, Exhibits A.1-Q shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-Q, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	contract. \$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

## **EXHIBITS G.1 – J.1**

---

**INTENTIONALLY OMITTED**

## **EXHIBIT K.1**

---

### **Exhibit K.1: Bid Submission Instructions**

See RFSQ for On-Call Channel Clearing Services (2015-SQAN007) and Addenda 1-2 for the above Exhibit that is incorporated here by reference.

## **EXHIBITS L.1 – M.1**

---

**INTENTIONALLY OMITTED**

SAN GABRIEL RIVER



DEPARTMENT OF PUBLIC WORKS  
900 S. Fremont Ave.  
Alhambra, CA 91803

STORM WATER MAINTENANCE DIVISION  
SOUTH AREA ( IMPERIAL YARD )

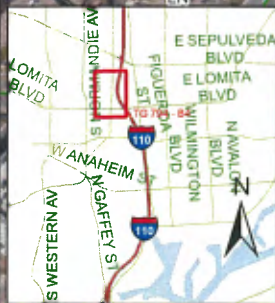


Legend

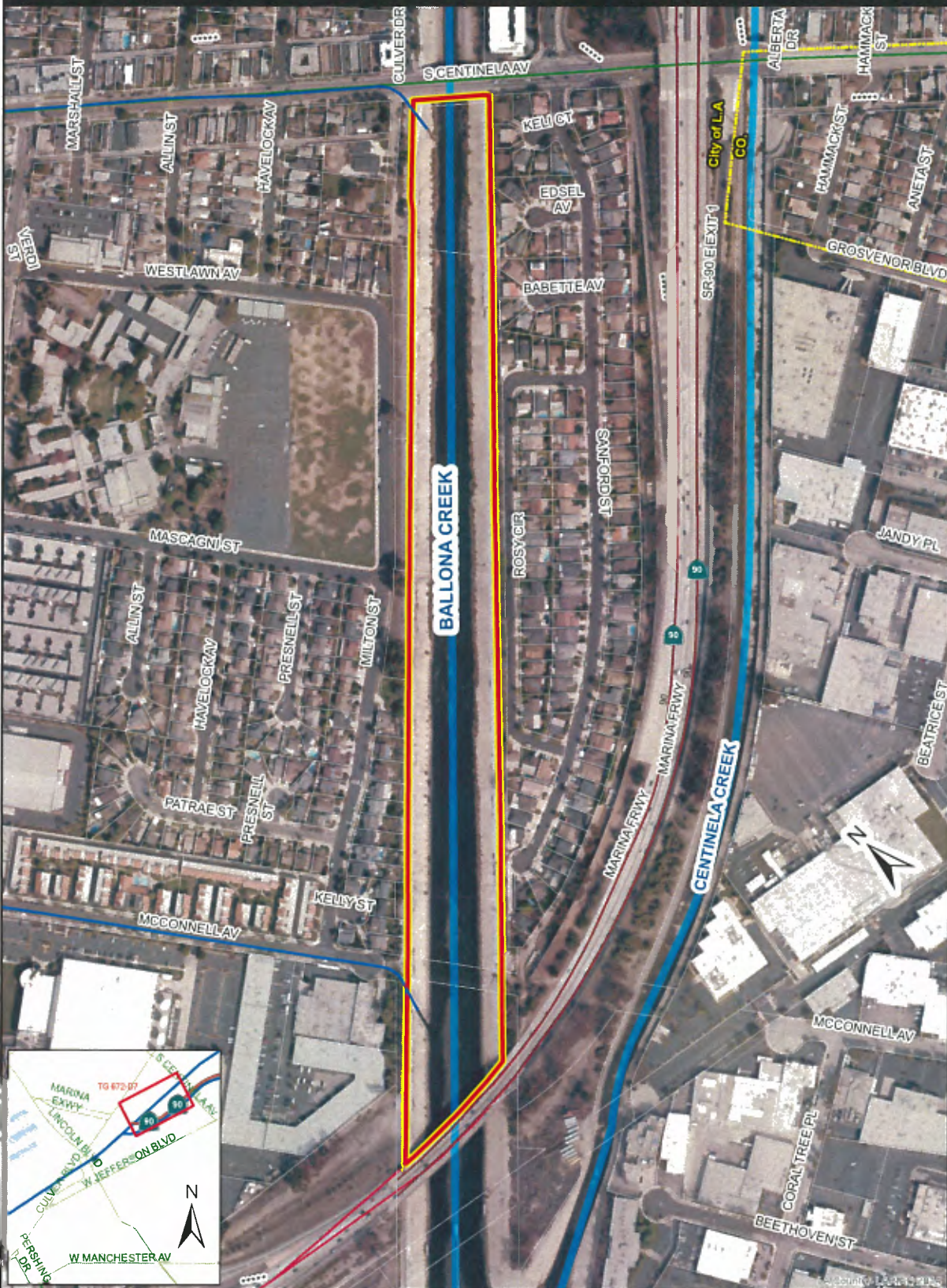
- Project Section
- Open Channel
- Major Street
- FWY



0 190 380 760 1,140 1,520 Feet



BALLONA CREEK



DEPARTMENT OF PUBLIC WORKS  
900 S. Fremount Ave.  
Alhambra, CA 91803  
STORM WATER MAINTENANCE DIVISION  
SOUTH AREA ( IMPERIAL YARD )



Legend

- Project Section
- Major Street
- Storm Drain (LACFCD)
- Open Channel
- FWY

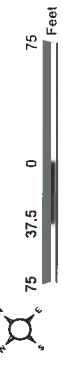
0 100 200 400 600 800 Feet





Exhibit 1a

Soft-Bottom Channel Reach 112 Ballona Creek  
Bulrush and Cattail in portion upstream of 90 Fwy as of July 2015



**Bentley**  
**PSOMAS**

Exhibit 1b



Avial Source: Google Earth 2019.

### Soft-Bottom Channel Reach 112 Ballona Creek

**Bulrush and Cattail in portion upstream of 90 Fwy as of July 2015**

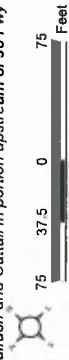


Exhibit 1c

**Bentley**  
**PSOMAS**

Please contact your local IBM representative or DPW (DPW)U276Graphics@reach.112e.xf.112 Bultueh Canad. 20150715.pdf