



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

August 3, 2022

IN REPLY PLEASE

REFER TO FILE: **BRC-1**

### NOTICE OF INVITATION FOR BIDS FOR ON-CALL CHANNEL RIGHT-OF-WAY CLEARING SERVICES – WEST AREA (BRC0000313) – ADDENDUM 1

Please note that the deadline to submit your bid has been extended to **Thursday, August 18, 2022, by 5:30 p.m.**

All addenda and informational updates will be posted at <http://dpw.lacounty.gov/brcd/servicecontracts>. Please check the website frequently for any changes to this solicitation.

Please take note of the following revisions to the Invitation for Bids. (Note that the changes that have been added are in **boldface** and deleted languages are ~~strikethrough~~.)

1. Form PW-2.1 (Schedule of Prices) of the Invitation for Bids is deleted in its entirety and replaced with Form PW-2.1.1 (Schedule of Prices). Please use the revised Form PW-2.1.1 (Schedule of Prices), attached hereto as Enclosure A, when submitting your bid.

Important Note: Bids submitted with Form PW-2.1 may be rejected as nonresponsive.

2. Part II, Exhibit A, Scope of Work, Section A. Public Works Contract Manager, has been revised as follows:

Public Works Contract Manager (CM) will be Ms. ~~Christine Quirk~~ **Shabnam Hageali** of Stormwater Maintenance Division, who may be contacted at ~~(562) 861-0316, e-mail address: cquirk@pw.lacounty.gov,~~ **(626) 458-2306 or snoroozi@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 and/or PWR. The Contractor will be notified in writing when there is a change in CM and/or PWR.

3. Part II, Exhibit A, Scope of Work, Section E. Work Description, 1. General Statement, has been revised as follows:

1. General Statement

~~The work to be performed under this Contract is to clear vegetation, trash, debris, and brush growing within various flood control channel operational rights of way (as defined below), and vegetation growing out of channel lining weep holes, expansion joints, cold joints, construction joints, and cracks, at the channel reaches listed under Section B, Work Locations, of this Exhibit A.1, (Supplemental) Scope of Work.~~

**Two types of work will be performed under this Contract at the channel reaches listed under Section B, Work Locations, of this Exhibit A.1, (Supplemental) Scope of Work:**

- a. **Type A Work (Outside Channel):** Type A Work includes clearing vegetation, trash, debris, and brush growing outside of the channel within various flood control operational rights of way (as defined below).

**The Contractor shall perform the following in channel operational right of way (excluding the channel lining and channel invert):**

- i. **Remove all existing tree cuttings, existing trimmings, and existing fallen trees (up to 8-inch diameter) and fallen branches (up to 8-inch diameter).**
- ii. **Remove all dead foliage, dead shrubs, dead vines, dead trees (up to 8-inch diameter), fallen leaves, and other organic materials.**
- iii. **Remove all types of cactuses, yucca, palms, castor bean plants, and/or tumbleweeds.**

- iv. Remove all eucalyptus thatch, pine needle thatch, and all other types of thatch.
  - v. Remove all ivy, vines, and ice plant except where such plants exist on embankments steeper than one unit rise to three units of run.
  - vi. Remove and dispose all other existing debris or trash, e.g., loose concrete pieces, paper, waste, bottles, cans, wood scraps, etc., from the access roads and channel operational right of way.
  - vii. The vegetation in certain areas along the right of way fences marked by Public Works, prior to start of work, shall be trimmed within one foot of the channel operational right of way fence.
  - viii. Remove all nuisance vegetation, weeds, shrubs, brush, ivy, vines, and other growth, whether green or dry, growing or deposited on paved or unpaved vehicle access roads and/or walk access roads, including the backslope from fence-to-fence.
  - ix. Haul away and properly dispose of all trash/debris removed from the channel operational right of way.
  - x. Haul away and properly recycle all green waste removed from the channel operational right of way.
- b. **Type B Work (Inside Channel):** Type B Work includes clearing vegetation growing out of channel lining weep holes, expansion joints, cold joints, construction joints, and cracks.

The channel lining consists of the walls and invert of open rectangular and trapezoidal channels. The

**linings consist of reinforced concrete, grouted stone, shotcrete, and gunite. All channel invert work is excluded from this Contract.**

The Contractor shall provide all personnel, supervision, tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform all work under this Contract in a satisfactory manner, including Contractor's best efforts to adhere to the channel reaches priority list and schedule agreed upon between the Contractor and PWR prior to start of work. **Public Works anticipates All all Type A work** Work described under Sections E.1.a.i through E.1.k ~~a.x~~, to be performed at the channel reaches ~~must be completed between June 1 and September 30 of each year,~~ **three (3) times per year, once between March 1 to May 31 of each year, once between June 1 to August 31 of each year (Type B Work will be performed during this period also), and once between September 1 to November 30 of each year, and all Type B Work described under Section E.1.b shall be completed one (1) time per year between June 1 to August 31 of each year, as shown in Table 1 – Allowable Working Months, respectively,** unless otherwise approved by **CM and/or** PWR. ~~For the initial term of this contract only, all work described under Section E.1.a through E.1.k will be performed upon award of contract and again during June 1 and September 30 in the first year. The County may not request work described under Sections E.1.a through E.1.k to be performed at all 84 listed facility reaches for the initial term upon award of contract. The Contractor is to provide separate unit prices for this work using Form PW-2.1, Schedule of Prices. Public Works will pay the Contractor based on price quoted by the Contractor on Form PW-2.1.1, Schedule of Prices, for the initial term upon award of contract and per Form PW-2.2 for all work during June 1 and September 30, including any optional terms~~ **Type A Work and Type B Work, respectively, including any optional terms,** if exercised.

- The term "trash" shall be synonymous and interchangeable with "debris" and shall include but not be limited to paper, styrofoam, plastics,

tires, furniture, waste, bottles, cans, concrete pieces, hazardous wood waste, construction debris, urban waste, etc. The Contractor shall legally dispose of all trash/debris on a permanent basis at a licensed local landfill approved by PWR.

- The term "green waste" includes but is not limited to leaves, grass clippings, brush, branches, nonhazardous wood waste, and other forms of organic matter generated during right-of-way clearing work and separated from other debris. The Contractor shall recycle green waste at a processing facility approved by PWR.
- The term ~~"channel operational right of way"~~ **"outside channel"** describes an area ~~on both sides of the channel~~ enclosed between the **perimeter chain link fences and the** channel walls ~~and outside chain-link fences~~ which may be on each side of the channels, including but not limited to, excess property adjacent to the channels, access roads, access ramps, channel walls, fences, and gates.
- **The term "inside channel" describes an area enclosed between the channel walls.**

~~The channel lining consists of the walls and invert of open rectangular and trapezoidal channels. The linings consist of reinforced concrete, grouted stone, shotcrete, and gunite.~~  
**All channel invert work is excluded from this Contract.**

The Contractor is advised that access is limited along some sections of the channels and he may be required to perform the right of way clearing work from the channel invert or by reaching across the channel with poles or other trimming equipment (see Exhibit G.1, Typical Channel Drawing).

Use of herbicide in performing the work under this Contract is prohibited.

The Contractor shall remove any material deposited in the channel operational right of way during clearing work by the end of each business day.

Although the County intends that ~~all linear feet described herein~~ **Type A Work** be cleared tri-annually and **Type B worked be cleared annually for all reaches and linear footage described herein**, the County ~~does not~~ makes no guarantees that any of the linear feet work will be authorized to be performed **in accordance with Section C**. If a work location(s) or portions of any work location are not to be cleared tri-annually, County will provide as much advance notice as possible to the Contractor. **The Contractor shall be aware that initial clearing under Type A Work will likely require a greater level of effort as this work was previously performed annually and will now be performed tri-annually.** County will not have any liability for damages, including loss of profits, for any linear feet work identified in Section B, Work Locations, that is not authorized for clearing.

Table 1 – Allowable Working Months

CYCLE	MONTH	WORK TYPE <i>(per Sections E.1 and X)</i>		
		Type A	Type B	As-Needed
1	January			✓
	February			✓
	March	✓		✓
	April	✓		✓
	May	✓		✓
2	June	✓	✓	✓
	July	✓	✓	✓
	August	✓	✓	✓
3	September	✓		✓
	October	✓		✓
	November	✓		✓
	December			✓

~~The Contractor shall perform the following in channel operational right of way and channel lining areas (excluding the channel invert):~~

- a. ~~Remove all existing tree cuttings, existing trimmings, and existing fallen trees (up to 8-inch diameter) and fallen branches (up to 8-inch diameter).~~
- b. ~~Remove all dead foliage, dead shrubs, dead vines, dead trees (up to 8-inch diameter), fallen leaves, and other organic materials.~~
- c. ~~Remove all types of cactus, yucca, palms, castor bean plants, and/or tumbleweeds.~~
- d. ~~Remove all eucalyptus thatch, pine needle thatch, and all other types of thatch.~~
- e. ~~Remove all ivy, vines, and ice plant except where such plants exist on embankments steeper than one unit rise to three units of run.~~
- f. ~~Remove and dispose all other existing debris or trash, e.g., loose concrete pieces, paper, waste, bottles, cans, wood scraps, etc., from the access roads and channel operational right of way.~~
- g. ~~The vegetation in certain areas along the right of way fences marked by Public Works, prior to start of work, shall be trimmed within one foot of the channel operational right of way fence.~~
- h. ~~Remove all vegetation growing from concrete channel weepholes, expansion joints, construction joints, cold joints, and cracks.~~
- i. ~~Remove all nuisance vegetation, weeds, shrubs, brush, ivy, vines, and other growth, whether green or dry, growing or deposited on paved or unpaved vehicle access roads and/or walk access roads, including the backslope from fence-to-fence~~
- j. ~~Haul away and properly dispose of all trash/debris removed from the channel operational right of way.~~

~~k. Haul away and properly recycle all green waste removed from the channel operational right-of-way.~~

4. Part II, Exhibit A, Scope of Work, Section E. Work Description, 2. Channel Cleaning Service, has been revised as follows:

b. **Walk Access Road Path**

Unless otherwise specified by the PWR, the Contractor shall remove vegetation to maintain an 8-foot vertical clearance above the entire width of the walk access ~~road~~ **path** and maintain the natural contours of the foliage (see Exhibit H.1, Vehicle and Walk Access Drawing). The Contractor shall not trim any trees that are beyond 13 feet from the channel wall. The Contractor shall also remove all vegetation hanging below the channel wall/side slope.

i. **Reporting and Invoices**

- A Channel Right-of-Way Clearing Report Form (Exhibit I.1) supplied by Public Works, shall be used by the Contractor to indicate the dates worked, channel name, channel limits, amount of linear footage cleared, amount of material removed (tons), and location(s) to which material was taken for recycling and/or disposal. All material must be documented per removal activity and reported separately by channel. The Contractor must note the tonnage of trash/debris and the green waste removed from each channel before combining with material from other channel reaches to provide an accurate account of the materials' origin and to fulfill this section's reporting requirement. Green waste and debris/trash must be kept separate after removal from the channel operational right-of-way and process each as described under Section ~~U~~ **P** of this Exhibit A.1, (Supplemental) Scope of Work. For proposed work with a duration of two weeks or longer, the Channel Right-of-Way Clearing Report Form (Exhibit I.1) shall be filled out and signed by the Contractor and countersigned by a PWR, on a weekly basis, for the work completed during the previous week. For proposed work with duration less than two weeks, the Form shall be filled out and signed by the Contractor and countersigned by PWR at the completion of work. The



completed and signed form will be used by Public Works to verify Contractor's invoices and therefore must be included as part of the invoice submittal package. **All invoices and/or reports must be submitted electronically in a Portable Document Format (PDF).** The invoice package(s) at a minimum shall include the following:

- Invoice
- Completed Channel Right-of-Way Clearing Report Forms
- Weight tickets/receipts for trash disposal and green waste recycling
- Channel Right of Way Clearing Trash Disposal and Green Waste Recycling Report, Exhibit J.1, to report tonnage of trash, disposal date, disposal facility name and address, tonnage of green waste, recycling date, recycling facility name and address.

5. Part II, Exhibit A, Scope of Work, Section G, Hours and Days of Service, has been revised as follows:

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, each **week in the months as shown in Table 1 – Allowable Working Months**, except County observed holidays, at which time the service shall be done before or after such holiday. Work within the channels shall not take place on a rainy day. Work hours may be altered, when necessary, with the approval of the CM or PWR

6. Part II, Exhibit A, Scope of Work, Section J, Removal of Debris and Dump Sites, has been revised as follows:

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall not stockpile any debris or trash derived from these services within Public Works' rights of way. All debris and trash shall be removed from Public Works property within 48 hours of clearing a particular jobsite. The Contractor shall legally dispose of all debris and trash on a permanent basis at a licensed local landfill approved by Public Works. Failure by the Contractor to comply with the PWR's cleanup orders may

result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension. Public Works will reimburse the Contractor for the Contractor's disposal fees upon the receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dumpsite. Transportation costs to and from the landfill sites shall be included in the Contractor's Unit Prices as listed in ~~Forms PW-2.1—PW-2.2~~ **Form PW-2.1.1**, Schedule of Prices.

7. Part II, Exhibit A, Scope of Work, Section K, Execution of Work, has been revised as follows:

For the purpose of minimizing possible hazard and restoring 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 costs of executing the work as described herein shall be included in the Contractor's ~~Forms PW-2.1—PW-2.2~~ **Form PW-2.1.1**, Schedule of Prices.

8. Part II, Exhibit A, Scope of Work, Section X, As Needed Additional Work, has been revised as follows:

X. As Needed Additional Work —~~One Time Occurrence~~

Besides the ~~initial term as~~ **work** described under Section E, Work Description of this Exhibit A.1, (Supplemental) Scope of Work, the Contractor may be called upon by the PWR to perform vegetation, trash, tree trimming/removal, debris and brush removal services on an as-needed basis at additional flood control facilities within the Stormwater Maintenance Division West Area (See Exhibit O, Stormwater Maintenance Division - West Area) throughout the Contract's terms, including optional years, if any. Prior to performing any as-needed additional work, agreed upon between PWR and the Contractor, the Contractor shall provide a written proposal using the rates identified under Item 85 of Form PW-2.1.1, Schedule of Prices. The

Contractor shall not begin the requested work prior to receipt of written NTP from PWR. The Contractor will be paid for any PWR requested as-needed services performed according to the NTP. However, when a condition threatens imminent injury to the public or damage to property, the Contractor may submit a preliminary proposal and obtain PWR or CM's approval via email. However, within 24 hours after receiving the approval, the Contractor, upon performing a condition assessment with PWR, shall submit a final written proposal to the PWR for approval. Any additional as-needed work will be ~~a one-time occurrence or~~ as specified in writing by the PWR or CM. **PWR may request the Contractor to provide the as-needed services anytime during the year.**

9. Part II, Exhibit A, Scope of Work, Section Y, Additional Channel Reaches Added to Contract, has been revised as follows:

Y. Additional Channel Reaches Added to Contract

Additional channel reach(s) within Stormwater Maintenance Division West Area (See Exhibit O, Stormwater Maintenance Division - West Area) may be added during the Contract period. Upon request by the CM, the Contractor shall provide a written quotation for the scope of work, agreed upon between the PWR and Contractor, based on the rates quoted in Item 85 of Form PW-2.1.1, 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 by amendment or change order pursuant to Exhibit B Section 2.A. ~~The work must be completed between June 1 and September 30 of each year, unless otherwise directed by PWR.~~

10. Part II, Exhibit A, Scope of Work, Section CC, Traffic Control and Access, has been revised as follows:

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 ~~Forms PW-2.1—PW-2.2~~ **Form PW-2.1.1**, Schedule of Prices.

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If you have questions concerning the above information, please contact Mr. Dwayne Case at (626) 458-2575 or Mr. Jairo Flores at (626) 458-4072, Monday through Thursday, 7 a.m. to 5 p.m.

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Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works



For:  
JOSE M. QUEVEDO, PE  
Assistant Deputy Director  
Business Relations and Contracts Division

DC

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