



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

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

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

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

July 25, 2011

### **NOTICE OF REQUEST FOR PROPOSALS FOR LARGE WATER METER MAINTENANCE PROGRAM (2011-AN021)**

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for the Large Water Meter Maintenance Program (2011-AN021). The total annual contract amount of this service is estimated to be \$200,000. The Request for Proposals with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Samantha Tsui at (626) 458-4050 or [stsui@dpw.lacounty.gov](mailto:stsui@dpw.lacounty.gov), or from Mr. Benjamin Sandoval at (626) 458-7334 or [bsandoval@dpw.lacounty.gov](mailto:bsandoval@dpw.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://dpw.lacounty.gov/asd/contracts>.**

**Minimum Requirement(s):** Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

- Proposer and/or subcontractor shall have a valid and active California-issued Class A (General Engineering Contractor), C34 (Pipeline Contractor) or Class C-61/D64 (Limited Specialty/Non-Specialized) State Contractors License.
- The Proposer's lead technician shall have a minimum of five years of experience performing large water meter repairs.

A Proposers' Conference will be held on **Thursday, August 4, 2011, at 1:30 p.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the

July 25, 2011  
Page 2

specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within seven calendar days from the date of the conference. After the seventh day, it may be impossible to respond to further requests for information.

**The deadline to submit proposals is Thursday, August 18, 2011, at 5:30 p.m.**  
Please direct your questions to Ms. Tsui at the number listed on the previous page.



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

Very truly yours,

GAIL FARBER  
Director of Public Works

A handwritten signature in black ink, appearing to read 'Diego Cadena', written over a horizontal line.

DIEGO CADENA  
Deputy Director

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Enc.

# LOS ANGELES COUNTY WATERWORKS DISTRICTS

## DEPARTMENT OF PUBLIC WORKS

### REQUEST FOR PROPOSALS

#### FOR

### LARGE WATER METER MAINTENANCE PROGRAM (2011-AN021)



Approved July 25, 2011  
Gail Farber  
Director of Public Works

By: D. Cedeno  
Deputy Director

REQUEST FOR PROPOSALS  
FOR  
LARGE WATER METER MAINTENANCE PROGRAM (2011-AN021)  
TABLE OF CONTENTS

PART I

SECTION 1 – INTRODUCTION

- A. Proposers' Conference
- B. Minimum Mandatory Requirements
- C. Contract Analyst
- D. Child Support Compliance Program
- E. County and/or District Rights and Responsibilities
- F. Defaulted Property Tax Reduction Program
- G. GAIN and GROW Programs
- H. Indemnification and Insurance
- I. Injury and Illness Prevention Program
- J. Interpretation of Request for Proposals
- K. Jury Service Program
- L. Local Small Business Enterprise Preference Program
- M. Notification to County and/or District of Pending Acquisitions/Mergers by  
Proposing/Bidding Company
- N. Prompt Payment Program
- O. Proposer's Charitable Contributions Compliance
- P. Proposal Requirements and Contract Specifications
- Q. Contractor's Employee Criminal Background Investigation
- R. Transitional Job Opportunities Preference Program
- S. Prevailing Wage
- T. Vendor Registration

SECTION 2 – PROPOSAL PREPARATION AND SUBMISSION

- A. Proposal Format and Content Requirements
- B. Proposal Submission



### SECTION 3 – GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

- A. Acceptance or Rejection of Proposals
- B. Altering Solicitation Document
- C. County and/or District Responsibility
- D. Determination of Proposer Responsibility
- E. Disqualification of Proposers
- F. Gratuities
- G. Knowledge of Work to be Done
- H. Notice to Proposers Regarding the Public Records Act
- I. Notice to Proposers Regarding the County Lobbyist Ordinance
- J. Opening of Proposals
- K. Proposer Debarment
- L. Proposal Prices and Agreement of Figures
- M. Proposer's Safety Record
- N. Qualification of Proposer
- O. Qualifications of Subcontractors
- P. Safely Surrendered Baby Law
- Q. Term of Proposals
- R. Truth and Accuracy of Representations
- S. Wages, Materials, and Other Costs
- T. Withdrawal of Proposals

### SECTION 4 – EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

- A. Award of Contract
- B. Final Contract Award by Board
- C. Evaluation of Proposals
- D. Pass/Fail Review
- E. Evaluation Criteria
- F. Negotiation

### SECTION 5 – PROTEST POLICY

- A. Protest Policy Review Process
- B. Grounds for Review
- C. Solicitation Requirements Review
- D. Place to Submit Requests for Review
- E. Disqualification Review
- F. Debriefing Process
- G. Proposed Contractor Selection Review
- H. County Review Panel Process

### FORMS

- PW-1 Verification of Proposal
- PW-2 Schedule of Prices

- 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-6 Proposer's Reference List
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-8 List of Subcontractors
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form
- PW-10 GAIN and GROW Employment Commitment
- PW-11 Transmittal Form to Request an RFP Solicitation Requirements Review
- PW-12 Charitable Contributions Certification
- PW-13 Transitional Job Opportunities Preference Application
- PW-14 Statement of Terminated Contracts
- PW-15 Proposer's Pending Litigations and Judgments
- PW-16 Proposer's Insurance Compliance Affirmation
- PW-17 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- PW-18 Minimum Requirements Affirmation

#### ATTACHMENTS

- 1. County of Los Angeles Policy on Doing Business with Small Business
- 2. Debarred Vendors Report
- 3. County of Los Angeles Lobbyist Ordinance

#### PART II

#### SAMPLE AGREEMENT LARGE WATER METER MAINTENANCE PROGRAM (2011-AN021)

#### EXHIBITS

- A. Scope of Work
- B. Service Contract General Requirements
  - Section 1 - Interpretation of Contract
  - Section 2 - Standard Terms and Conditions Pertaining to Contract Administration
  - Section 3 - Terminations/Suspensions
  - Section 4 - General Conditions of Contract Work
  - Section 5 - Indemnification and Insurance Requirements
  - Section 6 - Contractor Responsibility and Debarment
  - Section 7 - Compliance with County's Jury Service Program
  - Section 8 - Safely Surrendered Baby Law Program
  - Section 9 - Transitional Job Opportunities Preference Program
  - Section 10 - Local Small Business Enterprise Preference Program

Section 11- Compliance with County's Defaulted Property Tax Reduction Program

Section 12- Compliance with Prevailing Wage Program

- C. Internal Revenue Service Notice 1015
- D. Safely Surrendered Baby Law Posters
- E. Defaulted Property Tax Reduction Program
- F. Map of Work Locations
- G. Large Water Testing and Maintenance Program Flowchart
- H. List of Large Water Meter
- I. Large Water Meter Site Survey Report
- J. Large Water Meter Test Flows

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## PART I

### REQUEST FOR PROPOSALS

#### SECTION 1

#### INTRODUCTION

##### A. Proposers' Conference

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

##### B. Minimum Mandatory Requirements

Interested and qualified Proposers, who can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirement(s) at the time of proposal submission:

1. Proposer and/or subcontractor shall have a valid and active California-issued Class A (General Engineering Contractor), C34 (Pipeline Contractor) or Class C-61/D64 (Limited Specialty/ Non-Specialized) State Contractors License.
2. The Proposer's lead technician shall have minimum five years of experience performing large water meter repairs.

##### C. Contract Analyst

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

2011-AN021  
Large Water Meter

County of Los Angeles Department of Public Works  
Administrative Services Division – 9th Floor  
Attention Ms. Samantha Tsui or Benjamin Sandoval  
P.O. Box 1460  
Alhambra, California 91802-1460

E-mail: stsui@dpw.lacounty.gov  
Telephone: (626) 458-4050  
Facsimile: (626) 458-4194

E-mail: bsandoval@dpw.lacounty.gov  
Telephone: (626) 458-7334  
Facsimile: (626) 458-4194

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

D. Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract and/or initiation of debarment proceedings against the noncompliant contractor (County Chapter 2.202).

E. County and/or District Rights and Responsibilities

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

F. Defaulted Property Tax and Reduction Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program

("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). The successful contractors should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both contractors and their subcontractors, if any.

2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-17). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

G. GAIN and GROW Programs

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

H. Indemnification and Insurance

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

I. Injury and Illness Prevention Program

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

J. Interpretation of Request for Proposals

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

K. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors, if any, to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County and/or District project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Jury Service Program defines "contractor" to mean a person, partnership, corporation, or other

entity which has a contract with the County and/or District or a subcontract with a County and/or District contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County and/or District contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County and/or District will determine, in its sole discretion, whether the contractor falls within the definition of "contractor" or meets any of the exceptions to the Jury Service Program. The County and/or District's decision will be final.

L. Local Small Business Enterprise Preference Program

1. To the extent permitted by State and Federal law and when the price category is scored, the County and/or District will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
2. To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's website at:  
  
<http://oaac.co.la.ca.us/contract/sbemain.html>
3. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification



process has been completed and certification affirmed. Businesses must attach their Local SBE Certification Letter to a completed Form PW-9, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

4. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.pd.dgs.ca.gov/smbus/default>.

M. Notification to County and/or District of Pending Acquisitions/Mergers by Proposing/Bidding Company

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

N. Prompt Payment Program

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

O. Proposer's Charitable Contributions Compliance

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

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

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

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

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

**P. Proposal Requirements and Contract Specifications**

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

Q. Contractor's Employee Criminal Background Investigation

Security and background investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

R. Transitional Job Opportunities Preference Program

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

S. Prevailing Wage

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

T. Vendor Registration

Proposers must register on-line with the County's web-based vendor registration system to facilitate the contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm) and click on "Vendor Registration Information – Self Registration." Being registered will assist the Proposer in receiving notifications of the release of County and/or District solicitations that may be of interest to the Proposer.

## SECTION 2

### PROPOSAL PREPARATION AND SUBMISSION

#### A. Proposal Format and Content Requirements

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

1. Title page

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

2. Table of Contents

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

3. Letter of Transmittal

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

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

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

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most

recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information", which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

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

- Background;
- Organization (provide a chart or outline of the firm's organizational structure); and
- Specific information regarding length and quality of experience providing services of the type described in these Specifications. **(Part I, Section 4.E, Evaluation Criteria)**. Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, and subcontractors, if any.
- Demonstrate how the Proposer complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements, if any.

6. Work Plan

**FAILURE TO PREPARE AND INCLUDE A WORK PLAN MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

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

- Detailed work methodology, including, site surveys and meter testing, repairs, analysis, and replacement as described in Exhibit A, Scope of Work.

- Indicate the number of technicians who will be able to perform field repair work and field testing. A minimum of two technicians are required as described in Exhibit A, Scope of Work.

7. Subcontractors

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

8. Licenses and Certifications

Submit copies of the Proposer's and/or subcontractors' valid and active Class A, C34 or Class C-61/D64 State Contractors License required to perform the work.

9. Insurance

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

10. Forms List

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

- |      |  |
|------|--|
| PW-1 | Verification of Proposal;  |
| PW-2 | Schedule of Prices;  |
| 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-6 | Proposer's Reference List;   |
| PW-7 | Proposer's Equal Employment Opportunity Certification;   |
| PW-8 | List of Subcontractors;  |

- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Attach Local SBE certification form if requesting SBE preference);
- PW-10 GAIN and GROW Employment Commitment;
- PW-11 Transmittal Form to Request an RFP Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst);
- PW-12 Charitable Contributions Certifications;
- PW-13 Transitional Job Opportunities Preference Application;
- PW-14 Statement of Terminated Contracts;
- PW-15 Proposer's Pending Litigations and Judgments; and
- PW-16 Proposer's Insurance Compliance Affirmation;
- PW-17 Certification of Compliance with the County's Defaulted Property Tax Reduction Program.
- PW-18 Minimum Requirements Affirmation

**(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal to disqualification, at the sole discretion of the County and/or District.)**

11. Subcontractors' Forms List

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

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



- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- PW-10 GAIN and GROW Employment Commitment Form; and
- PW-12 Charitable Contributions Certifications

12. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last Section of the Proposal and be labeled "Additional Information." If there is no additional information the Proposer wishes to present, this Section will consist of the statement: "There is no additional information we wish to present."

B. Proposal Submission

1. Proposals shall be submitted with **six** complete sets of the Proposal and any related information.

- One original and three copies
- Two electronic copies on a CD in PDF format as follows:
  - One **original** electronic copy
  - One **redacted** electronic copy - Proposer shall redact any trade secret, confidential, proprietary, or other personal information from the Proposal such as Social Security numbers.

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

2. Submit Proposals to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFP. Proposals are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
4. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the Proposal submission deadline. Delays and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of

2011-AN021

the Proposer, not of the County, District, Public Works, or any Special District.

## SECTION 3

### GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

#### A. Acceptance or Rejection of Proposals

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

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

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

#### B. Altering Solicitation Document

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

#### C. County and/or District Responsibility

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

#### D. Determination of Proposer Responsibility

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

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

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

E. Disqualification of Proposers

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

F. Gratuities

1. It is improper for any County and/or District officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed contract or that the Proposer's failure to provide such consideration may negatively affect the County and/or District's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County and/or District officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the proposed contract.
2. A Proposer shall immediately report any attempt by a County and/or District officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County and/or District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

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

H. Notice to Proposers Regarding the Public Records Act

1. All responses to this solicitation shall become the exclusive property of the County and/or District. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal and corresponding Public Works evaluation documents, Public Works completes contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, Public Works recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation and corresponding Public Works evaluation documents become a matter of public record, with the exception of those parts of each proposal which are justifiably defined as business or trade secrets, and, if by the Proposer, plainly marked as "Trade Secret", "Confidential", or "Proprietary."
2. The County and/or District shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secret", "Confidential", or "Proprietary" in nature. Only those provisions labeled as "Trade Secret", "Confidential", or "Proprietary" in nature at the time of proposal submission will be accepted. The proposers will not be granted opportunity to make any change or label any portion of their respective proposal as "Trade Secret", "Confidential", or "Proprietary" after the submission deadline of the proposals.
3. In the event County and/or District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret", "Confidential", or "Proprietary", Proposer agrees to defend and indemnify County and/or District from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County and/or District officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County and/or District permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of the ordinance is not contained in this RFP. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the Proposal submission is its certification that it is in full compliance with Los Angeles County Code Chapter 2.160. See Attachment 3 regarding County Lobbyist.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County and/or District may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County and/or District contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County and/or District may terminate any or all of the Proposer's existing contracts with County and/or District, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County and/or District or a nonprofit corporation created by the County and/or District; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County and/or District or any other public entity, or a nonprofit corporation created by the County and/or District or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County and/or District or any other public entity.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer

of the scheduled date for a debarment hearing before the contractor Hearing Board.

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



proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8. These terms shall also apply to proposed subcontractors of Proposer on County and/or District contracts.

9. Attachment 2 is a listing of contractors currently debarred.

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Proposer's Safety Record

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

N. Qualification of Proposer

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

O. Qualifications of Subcontractors

Proposers shall list all subcontractors, if any, to be used on the List of Subcontractors (Form PW-8). The use of subcontractors shall be subject to

Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors shall not be listed for the same work.

P. Safely Surrendered Baby Law

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

Q. Term of Proposals

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

R. Truth and Accuracy of Representations

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

S. Wages, Materials, and Other Costs

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

T. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission set forth in the Notice for Request for Proposals upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

## SECTION 4

### EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

#### A. Award of Contract

Subject to the right of the Board to make the ultimate decisions concerning the award of contracts, the County and/or District intends to award a contract to the highest-rated Proposer or Proposers based on the evaluation criteria in Part I, Section 4.E, Evaluation Criteria, whose Proposal(s) provide(s) the most beneficial program and price, with all other factors considered. The County and/or District retains the right to select a proposal other than the proposal receiving the highest number of points, if County and/or District determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of the County and/or District. The awardee shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee shall submit copies of its proof of insurance coverage, within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

#### B. Final Contract Award by Board

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

#### C. Evaluation of Proposals

1. All responses to this RFP become the property of the County and/or District. Upon receipt of the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a contract to one or more of those submitting Proposals. The proposed contract may be submitted to the Board for consideration and possible approval.
2. The County and/or District may require whatever evidence it deems necessary to determine the Proposer's overall and specific abilities to meet the requirements of proposed contract over the entire contract term. This determination will be based on, but not limited to, on an evaluation of the Proposer's experience, personnel, financial stability and resources, work plan, cost to perform requested services, and staffing plan.

3. The County and/or District reserves the sole right to judge the Proposer's written and oral representations and to review, evaluate, and select the successful proposal.
4. The County and/or District may make on-site inspections of Proposer's current jobs and/or facilities.
5. The County and/or District, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the Proposal substantially complies with the RFP's requirements.
6. The County and/or District may utilize the services of appropriate experts to assist in the evaluation process.

D. Pass/Fail Review

Proposals will be reviewed on a Pass/Fail basis concerning the items listed below. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer will comply with the insurance requirements, outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements, as evidenced by submitting a completed and signed Form PW-16.
2. Proposer and any subcontractors, if any, have met the GAIN and GROW Programs requirements (Form PW-10).
3. Proposer and any subcontractors, if any, have completed and submitted the Charitable Contributions Certification (Form PW-12).
4. Proposer and any subcontractors, if any, have submitted the Jury Service Program Application for Exception and Certification Form (Form PW-3) stating that they accept and will comply with the program requirements or establish their entitlement to an exception to the program.
5. Proposer and subcontractors, if any, have completed and signed all appropriate forms, and Proposer has completed and signed Form PW-2, Schedule of Prices.
6. Proposer complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements.
7. Proposer and/or subcontractor have submitted a valid and active California-issued Class A, C34 or Class C-61/D64 State Contractors License and certification(s) required to perform the service.

**Proposers who do not possess and/or have listed subcontractors who do not possess the required licenses/certifications/permits at the proposal deadline date will be disqualified as nonresponsive.**

8. Proposer is signed in as attending the Proposers' Conference.

9. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal. Any proposal without a Public Works time stamp verifying that the deadline for submission has been met will be rejected.

E. Evaluation Criteria

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

1. Proposed Price (50 points)

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

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

Subject to such adjustment(s), the lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of this evaluated item. Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

2. References (15 points)

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services with priority will be given to services provided in the following order: County of Los Angeles Departments, other County districts and departments, cities, governmental entities, non-profit entities, private companies, etc. Proposer may receive up to a maximum of 5 points for each responding reference up to a total of three responding references. Proposer's references for all contracts with the County and/or District during the previous three years must be listed on Form PW-6, Proposer's Reference List. Public Works reserves the right to utilize any reference of Proposer, County and/or District or other, listed or not listed. In addition to the references provided, the review will include the County's Contract Database, if applicable, reflecting past performance history on County and/or District contracts, and an evaluation of any terminated contract(s) reported on Form PW-14, Statement of Terminated Contracts. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County and/or District contract(s), as documented by either the County's Contract Database or by an unfavorable reference, may result in a low or zero score for this evaluation category. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.

3. Experience (15 points)

The Proposer's lead technician shall have a minimum of five years experience performing large water meter repairs. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the Proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, and subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information, including, but not limited to, pending litigation and judgments. The evaluators may consider the safety record of the Proposer and any

subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

4. Work Plan (20 points)

Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum performance expectations.

The evaluators will award higher scores to work plans that commit to specific staffing levels and staff qualifications that exceed the requirements of the work.

The evaluators may give reduced scores to work plans that omit any of the following:

- Detailed work methodology, including, site surveys and meter testing, repairs, analysis, and replacement as described in Exhibit A, Scope of Work.
- Indicate the number of technicians who will be able to perform field repair work and field testing. A minimum of two technicians shall be required as described in Exhibit A, Scope of Work.

Comprehensiveness of the Work Plan will be evaluated based on detailed, specific discussion of all issues relevant to the work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, identification badges, safety, communications, quality control, and other issues.

The evaluation committee may make these determinations from all relevant information presented in the Proposal, which may include the work plan, staffing plan, quality assurance plan, schedules, and other documents. If an interview or presentation is scheduled, it may also be considered.

Significant unacceptable weakness in any of the Work Plan subject areas or omission of a Work Plan from the Proposal at the time of submission may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

5. Optional Interview/Clarification

The County and/or District may, at its option, invite one or more Proposers to make a written or verbal clarification, presentation, and/or participate in an interview before a final selection is made. Evaluation criteria for any additional information provided is the same as that for written Proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the two or more Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria.

6. Additional Criteria

These criteria are not exclusive. The County and/or District reserves the right to apply additional evaluation criteria.

F. Negotiation

The County and/or District reserves the right to negotiate the terms, conditions, and price of the Proposal(s), in the sole discretion of the County and/or District, to achieve the most beneficial program and price for the County and/or District. The County and/or District, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria. The negotiation with the Proposers will not result in a change in the rating of the Proposers. If a satisfactory contract cannot be negotiated, the County and/or District may, at its sole discretion, begin contract negotiations with the next highest-rated Proposer who submitted a proposal, as determined by the County and/or District.



## SECTION 5

### PROTEST POLICY

#### A. Protest Policy Review Process

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

#### B. Grounds for Review

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

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

#### C. Solicitation Requirements Review

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

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document;

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

D. Place to Submit Requests for Review

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

E. Disqualification Review

1. A bid/proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
  - a. The person or entity requesting a Disqualification Review is a Proposer;
  - b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
  - c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/proposal nonresponsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where proposals are evaluated and scored in accordance to Section 4, Evaluation of Proposals, the following provisions shall apply:

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

G. Proposed Contractor Selection Review

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

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;

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

Upon completing the Proposed Contractor Selection Review, Public Works Representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel, paragraph H, below.

#### H. County Review Panel Process

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by

County Review Panel in the manner and timeframe specified by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

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

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## **TABLE OF FORMS**

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
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-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	STATEMENT OF TERMINATED CONTRACTS
PW-15	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-16	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	MINIMUM REQUIREMENTS AFFIRMATION

## **ATTACHMENTS**

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

## VERIFICATION OF PROPOSAL

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

## SCHEDULE OF PRICES

## FOR

## LARGE WATER METER MAINTENANCE PROGRAM (2011-AN021)

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

ITEM	DESCRIPTION	ESTIMATED ANNUAL WORKLOAD	UNIT PRICE	TOTAL PROPOSED ANNUAL PRICE (ESTIMATED ANNUAL WORKLOAD X UNIT PRICE)
A.	<b>Site Survey</b> (Per Exhibit A, Scope of Work, Section C.2)	22	\$ PER SITE	\$
B.	<b>Testing Only</b> (Per Exhibit A, Scope of Work, Section C.3)	221	\$ PER METER	\$
C.	<b>Large Meter Repair</b> (Per Exhibit A, Scope of Work, Section C.4)			
	3" Turbine & Fire Service	19	\$ EACH	\$
	4" Turbine & Fire Service	31	\$ EACH	\$
	6" Turbine & Fire Service	11	\$ EACH	\$
	8" Turbine & Fire Service	8	\$ EACH	\$
	10" Turbine & Fire Service	1	\$ EACH	\$
	3" Compound	6	\$ EACH	\$
	4" Compound	23	\$ EACH	\$
	6" Compound	18	\$ EACH	\$
	3" Fire Service Compound	6	\$ EACH	\$
	4" Fire Service Compound	2	\$ EACH	\$
	6" Fire Service Compound	16	\$ EACH	\$
	8" Fire Service Compound	18	\$ EACH	\$
	10" Fire Service Compound	5	\$ EACH	\$
D.	<b>Large Meter Analysis</b> (Per Exhibit A, Scope of Work, Section C.5)			
	3" Turbine & Fire Service	13	\$ EACH	\$
	4" Turbine & Fire Service	22	\$ EACH	\$
	6" Turbine & Fire Service	8	\$ EACH	\$
	8" Turbine & Fire Service	6	\$ EACH	\$
	10" Turbine & Fire Service	1	\$ EACH	\$



ITEM	DESCRIPTION	ESTIMATED ANNUAL WORKLOAD	UNIT PRICE	TOTAL PROPOSED ANNUAL PRICE (ESTIMATED ANNUAL WORKLOAD X UNIT PRICE)
	3" Compound	4	\$ EACH	\$
	4" Compound	15	\$ EACH	\$
	6" Compound	12	\$ EACH	\$
	3" Fire Service Compound	4	\$ EACH	\$
	4" Fire Service Compound	2	\$ EACH	\$
	6" Fire Service Compound	11	\$ EACH	\$
	8" Fire Service Compound	13	\$ EACH	\$
	10" Fire Service Compound	4	\$ EACH	\$
E.	<b>Large Meter Replacement</b> (Per Exhibit A, Scope of Work, Section C.6)			
Unit price is for Two Person Crew must include a fully equipped truck to perform the work required.				
	Two Person Crew	108	\$ PER HOUR	\$
	Additional Crew Person*	54	\$ PER HOUR	\$
	Backhoe w/Operator*	54	\$ PER HOUR	\$
	Dump Truck w/ Operator*	54	\$ PER HOUR	\$
*Additional labor and/or equipment to be supplied by Contractor only upon prior approval of County.				

**TOTAL PROPOSED ANNUAL PRICE \$ \_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

**Part II: Certification of Compliance**

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

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

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: \_\_\_\_\_  
 SERVICE BY PROPOSER \_\_\_\_\_  
 PROPOSAL DATE: \_\_\_\_\_

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

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

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

\_\_\_\_\_  
 Name of Proposer or Authorized Agent (print) Signature Date

## CONFLICT OF INTEREST CERTIFICATION

I, \_\_\_\_\_

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

 of \_\_\_\_\_  
 Name of proposer

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

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

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

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

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

## PROPOSER'S REFERENCE LIST

PROPOSER NAME: \_\_\_\_\_

PROPOSED CONTRACT FOR: \_\_\_\_\_

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

**A. COUNTY OF LOS ANGELES AGENCIES**

**All contracts with the County during the previous three years must be listed.**

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

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

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

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

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

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

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

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

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

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

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

Authorized representative	
Signature	Date

## LIST OF SUBCONTRACTORS

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.

[illegible]

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

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

FIRM NAME:

My County (WebVen) Vendor Number:

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

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

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

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

<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):						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:



**GAIN and GROW EMPLOYMENT COMMITMENT**

The undersigned:

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

**OR**

- ☐ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

## TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

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

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

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

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

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

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Request submitted by:

\_\_\_\_\_  
(Name)
(Title)

***For County use only***

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments:	
_____	
_____	
_____	
Date Response sent to Proposer: _____	

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
----------------------	------------	-----------

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
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**OR**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )
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Signature

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Date

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Name and Title (please type or print)

## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

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

- ☐ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

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

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

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: \_\_\_\_\_

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

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

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

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

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

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

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

**PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS**

Proposer's Name: \_\_\_\_\_

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

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

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

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

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

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

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Signature of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

**LARGE WATER METER MAINTENANCE PROGRAM (2011-AN021)  
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Address

- ☐ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM PW-17**

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

The Proposer certifies that:

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

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

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

**-OR-**

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

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

Print Name:	Title:
Signature:	Date:



## LARGE WATER METER MAINTENANCE PROGRAM (2011-AN021)

## MINIMUM REQUIREMENTS AFFIRMATION

## PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of proposal submission, Proposer must meet the following minimum requirement:

1. Proposer and/or any subcontractor(s) must have a valid and active California-issued Class A (General Engineering Contractor), C34 (Pipeline Contractor) or Class C-61/D64 (Limited Specialty/Non-Specialized) State Contractors License at the time of Proposal submission.

☐ Yes. Proposer and/or subcontractor shall have a valid and active California-issued Class A (General Engineering Contractor), C34 (Pipeline Contractor) or Class C-61/D64 (Limited Specialty/Non-Specialized) State Contractors License. (In addition to responding on this form, as specified in Part I, Section 2.A.8, Licenses and Certifications, please provide copies in your proposal to support this minimum mandatory requirement).

Type of License: \_\_\_\_\_ License #: \_\_\_\_\_

☐ No. Proposer did not submit copies of the Proposer and/or any subcontractor(s) valid and active California-issued Class A, C34 or Class C-61/D64 State Contractors License. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

2. The Proposer's lead technician shall have a minimum of five years experience performing large water meter repairs.

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

Name	No. of Years	Description of Service

☐ No. The Proposer's lead technician does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

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

Signature	Title
Firm Name	Date



## **COUNTY OF LOS ANGELES**

### ***Policy on Doing Business With Small Business***

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

#### **WE RECOGNIZE...**

##### **The importance of small business to the County:**

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

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

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

#### **WE THEREFORE SHALL:**

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

## Listing of Contractors Debarred in Los Angeles County

---

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

---

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

---

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

---

# County of Los Angeles *Lobbyist Ordinance*



**IT'S THE LAW**

## It may affect you!

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

### YOU MAY BE CONSIDERED A COUNTY LOBBYIST

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

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

### REGISTERING IS IMPORTANT

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

### HERE'S HOW TO COMPLY WITH THE LAW

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

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

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

(213) 974-1093      (213) 974-1578

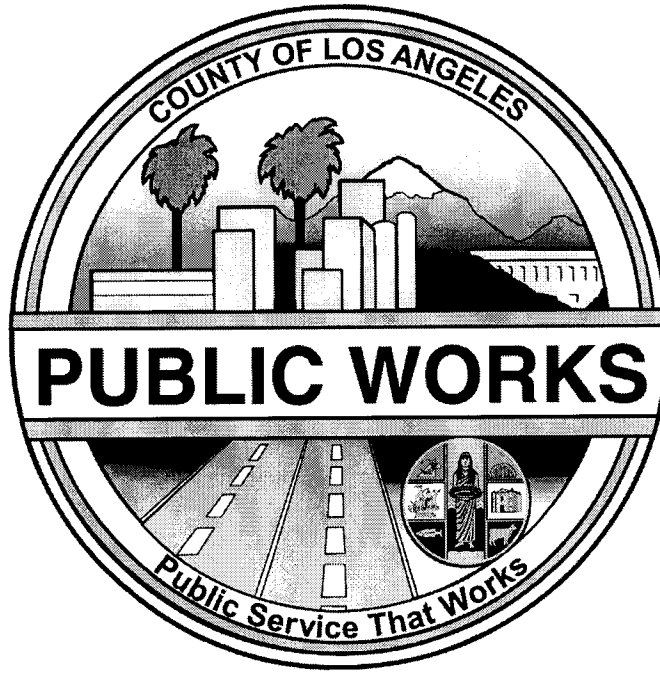
A copy of the ordinance is available for your review at this County facility or on the Internet.

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

Thank you for your cooperation and attention.

# Part II

## Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY WATERWORKS DISTRICTS

AND

[NAME OF CONTRACTOR]

FOR

LARGE WATER METER MAINTENANCE PROGRAM  
(2011-AN021)

## TABLE OF CONTENTS

### AGREEMENT FOR LARGE WATER METER MAINTENANCE PROGRAM (2011-AN021)

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

	BB.	Notice to Employees Regarding the Federal Earned Income Credit...	B.13
	CC.	Notices.....	B.14
	DD.	Publicity.....	B.14
	EE.	Public Records Act.....	B.15
	FF.	Record Retention and Inspection/Audit Settlement.....	B.15
	GG.	Recycled-Content Paper Products.....	B.16
	HH.	Contractor's Employee Criminal Background Investigation.....	B.16
	II.	Subcontracting.....	B.17
	JJ.	Validity.....	B.18
	KK.	Waiver.....	B.18
	LL.	Warranty Against Contingent Fees.....	B.18
Section 3		Terminations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	B.19
	B.	Termination/Suspension for Convenience .....	B.19
	C.	Termination/Suspension for Default .....	B.20
	D.	Termination for Improper Consideration .....	B.21
	E.	Termination/Suspension for Insolvency .....	B.21
	F.	Termination for Nonadherence of County Lobbyists Ordinance .....	B.22
	G.	Termination/Suspension for Nonappropriation of Funds .....	B.22
Section 4		General Conditions of Contract Work	
	A.	Authority of Public Works and Inspection .....	B.23
	B.	Cooperation .....	B.23
	C.	Cooperation and Collateral Work .....	B.23
	D.	Equipment, Labor, Supervision, and Materials .....	B.23
	E.	Gratuitous Work .....	B.23
	F.	Jobsite Safety .....	B.23
	G.	Labor .....	B.24
	H.	Labor Law Compliance .....	B.24
	I.	Overtime .....	B.24
	J.	Permits/Licenses .....	B.24
	K.	Prohibition Against Use of Child Labor .....	B.24
	L.	Public Convenience .....	B.25
	M.	Public Safety .....	B.25
	N.	Quality of Work .....	B.25
	O.	Quantities of Work .....	B.25
	P.	Safety Requirements .....	B.25
	Q.	Storage of Materials and Equipment .....	B.25
	R.	Transportation .....	B.26
	S.	Work Area Controls .....	B.26
Section 5		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status .....	B.27
	B.	Indemnification .....	B.27
	C.	Workplace Safety Indemnification .....	B.27
	D.	General Insurance Requirements .....	B.28
	E.	Compensation for County Costs .....	B.32

	F. Insurance Coverage Requirements .....	B.32
Section 6	Contractor Responsibility and Debarment	
	A. Responsible Contractor .....	B.33
	B. Chapter 2.202 of the County Code .....	B.33
	C. Nonresponsible Contractor .....	B.33
	D. Contractor Hearing Board .....	B.33
	E. Subcontractors of Contractor .....	B.34
Section 7	Compliance with County's Jury Service Program	
	A. Jury Service Program .....	B.35
	B. Written Employee Jury Service Policy .....	B.35
Section 8	Safely Surrendered Baby Law Program	
	A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law .....	B.37
	B. Notice to Employees Regarding the Safely Surrendered Baby Law ..	B.37
Section 9	Transitional Job Opportunities Preference Program.....	B.38
Section 10	Local Small Business Enterprise (SBE) Preference Program.....	B.39
Section 11	Compliance with County's Defaulted Property Tax Reduction Program	B.40
Section 12	Compliance with Prevailing Wage Program	B.41

- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Map of Work Locations**
- EXHIBIT G Large Water Testing and Maintenance Program Flowchart**
- EXHIBIT H List of Large Water Meters**
- EXHIBIT I Large Water Meter Site Survey Report**
- EXHIBIT J Large Water Meter Test Flows**



SAMPLE AGREEMENT FOR

LARGE WATER METER MAINTENANCE PROGRAM (2011-AN021)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the LOS ANGELES COUNTY WATERWORKS DISTRICTS, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and [Name of CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors, acting as the governing Board of said DISTRICT, of the CONTRACTOR'S Proposal filed with the DISTRICT on \_\_\_\_\_, 2011, hereby agrees to provide services as described in this Contract for Large Water Meter Maintenance Program (2011-AN021).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Map of Work Locations; Exhibit G, Large Water Testing and Maintenance Program Flowchart; Exhibit H, List of Large Water Meters; Exhibit I, Large Water Meter Site Survey Report; Exhibit J, Large Water Meter Test Flows; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Invitation for Request for Proposals, all of which are incorporated herein by reference, are agreed by the DISTRICT and the CONTRACTOR to constitute the Contract.

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

FOURTH: This Contract's initial term shall be for a period of one year commencing on \_\_\_\_\_ or Board approval, whichever occurs last. At the sole discretion of the DISTRICT, this Contract may be extended in increments of one year, for a maximum potential contract of six years. The DISTRICT, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the DISTRICT, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the Contractor at least ten days prior to the end of a term. The 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. In addition, upon notice of at least ten days, the Director may extend the final contract term

on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

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

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

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

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

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

THIRTEENTH: This Contract constitutes the entire agreement between the DISTRICT and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

Page 3 of 4

IN WITNESS WHEREOF, the DISTRICTS have, by order of the County of Los Angeles Board of Supervisors, the DISTRICTS' governing body, caused these presents to be subscribed by the County of Los Angeles 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 BOARD  
OF SUPERVISORS, the governing body  
of the Los Angeles County Waterworks  
Districts

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

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

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

[NAME OF CONTRACTOR]

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

## SCOPE OF WORK

## LARGE WATER METER MAINTENANCE PROGRAM

A. The Waterworks Districts' Contract Manager

The Waterworks Districts' Contract Manager will be Mr. David Young of Waterworks Division, who may be contacted at (626) 300-4680, e-mail address: [dyoung@dpw.lacounty.gov](mailto:dyoung@dpw.lacounty.gov), Monday through Thursday (Friday), 7:15 a.m. to 6 p.m. The Contract Manager and his designee(s) are the only persons authorized by the Districts to request work from the Contractor. From time to time, the Districts may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

The work locations for this contract include the five Los Angeles County Waterworks Districts and the Marina del Rey Water System (collectively referenced as "Waterworks Districts" or "Districts"), as shown on the map included as Exhibit F.

C. Work Description

The Waterworks Districts have developed the Large Water Meter Maintenance Program to address its need for clean water within its service area. The purpose of this Program is to ensure the equitable distribution of water resources and proper assessment of charges for water consumption and use. It is the Districts' goal that all meters in the system be of current model and that it is essential that good meter performance be maintained. Public Works Waterworks Division administers this Program for the Districts. Large water meters are the Districts' meters that are 3 through 10 inches in size serving residential, commercial, industrial, or agricultural customers within the County.

Additionally, this Program is designed to eliminate meters that are obsolete, improperly sized, misapplied, improperly installed, or require excessive maintenance. To keep the meters working efficiently, the Districts will require the Contractor to provide a continuing level of meter maintenance and surveillance. After meters have been repaired or newly installed, they are to be placed on a long-term maintenance program where the meters are to be tested annually and as-needed subsequent repair or replacement performed. Should a meter need repair, the Contractor shall provide the Contractor Manager or his designee(s) with a written estimate of what the meter requires to be placed back into service. The Contractor shall supply all parts and labor to conduct annual testing and as-needed repair or replacement. The Contractor charges shall be inclusive of all personnel, equipment, and meter parts required to bring the meters up to acceptable standards as determined by the American Water Works Association (AWWA) standards for repaired meters at the rates specified in the

Schedule of Prices, Form PW-2. All testing shall be conducted as directed in this Exhibit. The Districts reserve the right to determine if any work is or will be needed and/or requested under this Contract, at the Districts' sole and absolute discretion. The Contractor waives all claims against the Districts for damages resulting from the Districts' failure to use the Contractor's services including, but not limited to, lost profit and consequential damages. Below are the specifications, which will govern this undertaking. Exhibit G lists the steps for the Large Water Meter Testing and Maintenance Program.

1. Preparation

Exhibit H lists all of the Districts' 3 through 10-inch large water meters serving residential, commercial, industrial, or agricultural accounts noting the following information:

1. Account Number
2. Account Address and City
3. Meter Size, Manufacturer, Type, and Serial Number

The following information may be provided to the Contractor upon request when the Contractor begins work under this Program.

1. Account Name
2. Phone Number (if known)
3. Age of Meter/Date of Install
4. Date of Last Testing and/or Repair
5. Record of Test/Repair History
6. Previous 12-Month Demand Record, by Element
7. Type Business Classification
8. Applicable Water Rate for Each Meter, by Meter
9. Water Rate Structure Noting Minimum Billing(s)

2. Site Surveys

The Contract Manager will request the Contractor to perform as-needed site surveys of large water meters. A copy of the Survey Form to be used is included as Exhibit I. Site survey must be completed by end of current contract year for all large water meters unless otherwise directed by Contract Manager. In addition to providing the information requested on the survey form, the Contractor shall take photo(s) of each meter setting including surrounding area. Special considerations or deficiencies not indicated specifically on the form shall be noted in the remarks area provided. All charges for site survey required in this section shall be in accordance with unit price referenced in Schedule of Prices, Form PW-2, Item A., Site Survey: unit price shall include the survey form(s) and

photo(s) taken. Estimated annual workload as indicated in Schedule of Prices, Form PW-2, may increase during the course of Contract.

Within five working days after the Contractor has performed a site survey, the Contractor shall meet with the Contract Manager or designee(s) to review the findings and determine what action is to be taken based on the survey findings. Contractor shall designate the category (A, B, or C) of the large water meters based on the definition herein below with written approval of Contract Manager or designee(s).

CATEGORY	DEFINITION	CONTRACTOR ACTIONS
"A"	Meter is a current production model meter with proper control valves and was properly installed.	Schedule for field testing.  Perform repair as needed.  Notify Contract Manager or designee(s) if replacement is needed. Replace meter with written approval from Contract Manager or designee(s).
"B"	Meter is an obsolete model or is maintenance intensive but can still be tested.	Schedule for field testing and analysis.  Do not repair meter.  Notify Contract Manager or designee(s) if replacement is needed. Replace meter with written approval from Contract Manager or designee(s).
"C"	Meter is improperly installed, is lacking proper control valve(s) or some other deficiency, which prevents testing.	Do not test or repair.  Notify Contract Manager or designee(s) on Exhibit I, and take no further action unless instructed otherwise.

Should information provided to the Contractor appear to be in error (i.e., serial number, business name, size, etc.), the Contractor shall advise

Contractor Manager and make such notations on the survey form. The Districts' records will be updated before any further action is taken toward testing, repair, replacement, or maintenance construction.

3. Large Water Meter Testing

Large water meters serving the Districts' customers are to be field tested, based on the survey results and meeting with the Contract Manager. Testing shall be performed using a comparative-type large meter test unit capable of maintaining an accuracy of  $\pm 1 \frac{1}{2}$  percent and have a minimum performance range of one to 3,000 gallons per minute (GPM). Subject meters will be serving residential, commercial, industrial, and business customers of the County, and have operable inlet and outlet control valves and in-line test provision(s). The Contractor shall supply the Districts with a schedule of testing activity prior to performing testing. A minimum of two Contractor technicians shall be required in performance of the field testing. The Contractor shall be fully equipped to conduct testing with no assistance from Districts' personnel. The Districts will assign a representative (District Representative) to Contractor's crew(s) to perform all valve operation, ease customer relations, and inspect work being performed for all field tests.

The Contractor's accuracy field testing shall encompass the procedures outlined below:

- a. Record customer and meter identification information.
- b. Indicate meter register readings prior to and upon completion of field testing.
- c. Note service pressure at meter site.
- d. Determine test flows to be run for the size and type of meters as outlined in Exhibit J of these specifications. No less than five tests shall be run on a Class I or Class II turbine and no less than seven tests on any compound type meter. Multiple register fire service meters shall have three test runs for each measuring element and one test at each "changeover" point. Contractor's equipment shall have capacity to perform subject meter accuracy test without exceeding rating of test equipment.
- e. Conduct field test at flow ranges designated in Exhibit J noting quantities run on both test unit and subject meter.
- f. Utilize standardized accuracy technique to improve results of test data in calculating subject meter accuracy.



- g. Note any problems with valve failure or hazardous setting conditions.

If the meter being tested was designated a "Category A" type meter, the Contractor shall determine if the subject meter requires repair and proceed under repair guidelines referenced in Section C.4. If the meter is running within  $\pm 3$  percent of true accuracy at all flow rates (excluding changeover), the Contractor shall have Districts Representative return all control valves to their proper position and place the meter back in service. A "Testing Only" fee shall apply for these occasions, as outlined in Schedule of Prices, Form PW-2, Item B., Testing Only. Any damage to the setting or surrounding area during the testing process, which is the result of negligence by the Contractor shall become the expense and responsibility of the Contractor to correct. Known internal or external conditions of subject meter(s) causing inaccurate test results shall be noted by the Contractor on the test document.

Should the meter being tested have been designated a "Category B" type, the Contractor shall have Districts Representative place all control valves back in their proper position and put the meter back in service. The Contractor shall then take the test data and complete the evaluation of the meter as outlined in Section C.5 (Large Meter Analysis).

#### 4. Large Water Meter Repairs

Any meters designated to be "Category A" type pursuant to Section C.3 shall be repaired as needed.

Additionally, those meters whose Continuous Demand falls below or above the minimum and maximum rating as specified below, shall be referred back to the Districts for further review toward change in meter size or type. Continuous Demand is described as the total calculated average rate of flow, in GPM, based on a 30-day month, 24-hour per day operation. Below is a list of those meters the Districts presently regard as "repairable" products and the associated Continuous Demand range for each of those meters listed by size and manufacturer:

Size	Manufacture	Model Meter	Avg. Demand Range in GPM	
<u>Turbine &amp; Fire Service Turbine</u>		<u>Turbine Type Meters</u>	<u>Minimum</u>	<u>Maximum</u>
3 inches	Badger	RCDL TURBO	10	140
	Hersey	MVR/MHR	10	140
	Neptune	TRI. & HP TURB.	10	140
	Rockwell	W-350	10	140

Size	Manufacture	Model Meter	Avg. Demand Range in GPM	
<u>Turbine &amp; Fire Service Turbine</u>		<u>Turbine Type Meters</u>	<u>Minimum</u>	<u>Maximum</u>
4 inches	Badger	RCDL TURBO	20	300
	Hersey	MVR/MHR	20	300
	Neptune	TRI. & HP TURB.	20	300
	Rockwell	W-450	20	300
6 inches	Badger	RCDL TURBO	30	600
	Hersey	MVR/MHR	30	600
	Neptune	TRI. & HP TURB.	30	600
	Rockwell	W-2000	30	600
8 inches	Hersey	MHR	50	1100
	Neptune	TRI. & HP TURB.	50	1100
	Rockwell	W-3500	50	1100
10 inches	Hersey	MHR	70	1600
	Neptune	TRI. & HP TURB.	70	1600
	Rockwell	W-5500	70	1600
<u>Compound-Type Meters</u>				
3 inches	Badger	RCDL CPD	3	50
	Hersey	MCT/MCT2 CPDS	3	50
	Neptune	TRU-FLO CPD(S)	3	50
	Rockwell	SRM/SRH CPDS	3	50
4 inches	Badger	RCDL CPD	4	70
	Hersey	MCT/MCTS CPDS	4	70
	Neptune	TRU-FLO CPD(S)	4	70
	Rockwell	SRM/SRH CPDS	4	70
6 inches	Badger	RCDL CPD	6	100
	Hersey	MCT/MCT2 CPDS	6	100
	Neptune	TRU-FLO CPD(S)	6	100
	Rockwell	SRM/SRH CPDS	6	100
<u>Fire Service Compound Type Meters</u>				
3 inches	Hersey	MFM-MCT/MCT2	3	140
	Hersey	MFM-MVR	3	140
4 inches	Hersey	MFM-MCT/MCT2	3	300
	Hersey	MFM-MVR	5	300
	Neptune	Protectus 3	2	300
	Rockwell	Fireline, SR/2	2	300

Size	Manufacture	Model Meter	Avg. Demand Range in GPM	
<u>Fire Service Compound Type Meters</u>			<u>Minimum</u>	<u>Maximum</u>
6 inches	Hersey	MFM-MCT/MCT2	3	600
	Hersey	MFM-MVR/MHR	10	600
	Neptune	Protectus 3	3	600
	Rockwell	Fireline, SR/2	3	600
	Rockwell	Fireline, Turbo	5	600
8 inches	Hersey	MFM-MCT/MCT2	4	1100
	Hersey	MFM-MVR/MHR	20	1100
	Neptune	Protectus 3	4	1100
	Rockwell	Fireline, SR/2	4	1100
	Rockwell	Fireline, Turbo	5	1100
10 inches	Hersey	MFM-MCT/MCT2	6	1600
	Hersey	MFM-MVR/MHR	30	1600
	Neptune	Protectus 3	3	1600
	Rockwell	Fireline, SR/2	3	1600
	Rockwell	Fireline, Turbo	5	1600

The Districts reserve the right to add to, delete from, or modify this list of tentative repairable meters at any time with written notice to the Contractor. Additionally, the Districts reserve the right to replace any of the meters noted above when it is in the best interest of the Districts.

Prior to starting any repair work, Contractor shall provide the Districts with a written estimate and supporting documentation of the repair cost versus new replacement cost at no additional charge to the Districts. If the Contractor's total repair expense, including all labor and parts, exceeds 35 percent the cost of a newly installed product (replacement cost), Districts may decide to replace the meter, and a "Testing Only" fee shall apply on these occasions. All repair work shall commence after receiving Contract Manager's written approval.

The labor cost of the large water meter repair shall be paid in accordance to the Schedule of Prices, Form PW-2, Item C., Large Meter Repair, which includes all Contractor's cost including, but is not limited to, post repair tests and calibrations. Contractor shall provide The Districts with written estimates of the meter repair parts and receipts of purchased parts, including cost, source of purchase, and parts warranty. The meter repair parts supplied by the Contractor shall be at cost.

After repair, the Contractor shall calibrate the meter as close to new meter accuracy as possible  $\pm 1 \frac{1}{2}$  percent and follow all testing guidelines as

indicated in Section C.3, "Large Water Meter Testing." The Contractor shall forward the test results and copy of parts sheet along with invoicing. A 12-month workmanship and performance warranty shall be supplied by the Contractor on all Contractor repaired large water meters. Should any repaired large water meter fail at any time during the first 12 months after repair, the Contractor shall supply all work required to correct problem(s) free of charge to the Districts.

5. Large Water Meter Analysis

Those meters meeting the criteria as "Category B" type, shall be subjected to a thorough analysis to determine proper meter application and sizing. All testing is to be performed according to the testing guidelines as indicated in Section C.3, "Large Water Meter Testing." Upon completion of field accuracy test, the Contractor shall develop a complete status report of the subject large water meter and submit it to the Contract Manager. The status report shall indicate all preliminary survey information, accuracy results for subject large water meter(s) and the following calculations using consumption and billing data provided by Districts:

- a. Broadscale Average Accuracy - Summation of all test percentages divided by number of tests.
- b. Segmented Average Accuracy - Individual average percentage for each separate meter element within its flow range.
- c. Weighted Average Accuracy - The calculated average accuracy of the meter as each element is gauged against demand.
- d. Meter Balance (if applicable).
- e. Present and Adjusted setting demands.
- f. Applicable water and/or sewer rate (as provided by the Districts).
- g. Revenue Gain/Loss on both monthly and annual basis.
- h. General remarks regarding subject meters performance and recommendation for action.

The Contractor shall indicate the most cost-effective solution for correcting meter deficiencies, and estimate replacement expense including meter, labor, hardware, and material. The Districts may opt to replace defective

meters themselves or have the Contractor replace the meter as outlined in Section C.6 "Large Water Meter Replacement." Contractor shall not replace any large water meter unless Contract Manager provides authorization to proceed. The status report with the result of the analysis shall be charged in accordance to the Schedule of Prices, Form PW-2, Item D., Large Meter Analysis.

6. Large Water Meter Replacement

Meters that have failed to qualify for the repair phase of these specifications shall be replaced by the appropriate product as determined by the meter test and analysis phase. The Districts may direct the Contractor to complete the meter replacement or may elect to complete the replacement with its own forces.

Contractor shall:

- a. Provide the Contract Manager a written estimate of the hours needed to complete the replacement when directed by Contract Manager or designee(s) to replace the water meter. The labor cost for the replacement shall be in accordance to the Schedule of Prices, Form PW-2, Item E., Large Water Replacement.
- b. Provide a fully equipped truck.
- c. Obtain prior written approval of Contractor Manager to utilize additional crew person, backhoe with operator, and/or dump truck with operator.
- d. Provide the District with written estimates of the replacement meter and obtain approval from Contract Manager prior to purchasing replacement meter should the District elect to have the Contractor purchase the replacement meter.
- e. Provide replacement meter at cost and must meet County approved specification.
- f. Provide Contract Manager with receipts of the purchased meter, including cost, source of purchase, and warranty.
- g. Perform an accuracy test on the new meter according to the criteria noted in Section C.3, "Large Water Meter Testing", immediately after the new meter is installed. This is to ensure proper meter operation from original date of installation.

- h. Warrant that should any Contractor-provided meter fail at any time during the first 12-month cycle after installation, Contractor shall supply all work, including the cost of parts to correct problem(s) free of charge to the Districts. Problems that arise as the result of abuse, acts of God, vandalism, aggressive water conditions, or any other situation beyond the control of the Contractor will not be subject to these warranty provisions.

Only those meters that meet the Districts' specifications shall be allowed to be incorporated into the large water meter network. All new meters installed shall be compatible with the Neptune R900 meter interface unit and compatible with the Neptune Technology Automated Meter Reading System. All turbine and compound-type meters shall have an external strainer immediately upstream of the meter to prevent debris from interfering with meter performance. Fireline-type meters shall also require an external strainer that is UL/FM approved for fire service application. All turbine and fire service turbine meters shall have a test spool assembly incorporated into the line that allows proper accuracy testing. A 2-inch test port shall be required on 3 through 6-inch turbine meters that is a minimum of two pipe diameters downstream of meter. This provision may also be met by two test ports of 1 1/2 inches opposite each other on pipe that may be less than two pipe diameters from turbine outlet. Meters 8 inches and 10 inches shall require a 3-inch test tap, two diameters downstream of meter, and all compound and fire line compound meters shall have a test tap incorporated into meter body.

D. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 5 p.m. time period, Monday through Friday, each week, except legal 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 Contract Manager or designee(s).

E. Utilities

The Districts will not provide utilities.

F. Storage Facilities

The Districts will not provide storage facilities for the Contractor.

G. Removal of Debris

All debris derived from these services shall be removed from the Districts' property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area and method appropriate for type of debris being disposed. Disposal shall be at the

Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

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

H. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and the Districts and County's safety requirements while at the Districts' jobsites.

Hard hats and reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started.

I. Responsibilities of the Contractor

1. The Contractor shall maintain a valid and active California-issued Class A, C34 or Class C-61/D64 State Contractors License throughout the term of the Contract.
2. A minimum of two Contractor technicians shall be required in performance of the field repair work and field testing.
3. Contractor shall be fully equipped to conduct repairs with no assistance from the Districts' personnel other than the valve operation.
4. The Contractor's lead technician shall have minimum five years of experience at large meter repairs.
5. The Contractor's crew shall operate under any applicable Cal/OSHA regulations regarding working within a confined space should meters be in vault below grade.
6. Contractor shall perform Large Water Meter replacement only upon written approval of the Districts.

J. Responsibilities of the Districts

1. The Districts will determine which meters require replacement.

2. The Districts will supply the necessary personnel to shut down the appropriate portion of the water supply system so the Contractor can make repairs/replacements/maintenance.
3. The Districts, through its Contract Manager, will assign a representative to Contractor's crew(s) to operate control valves, ease customer relations and inspect work being performed.
4. The Districts reserve the right to set Large Water Meter replacement priorities. The Districts will provide the necessary inspection to assess replacement priorities.

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

L. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the Districts 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 Districts' acceptance of liquidated damages shall be construed to waive the Districts' 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 Districts 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 Districts for the award of the Contract;
  - f. It would be difficult for the Districts to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the Districts 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. Failure of the Contractor to complete the repair/replacement of a meter within the time period mutually agreed to by the Districts and Contractor will result in damages being sustained by the Districts. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each time the Contractor fails to meet the mutually agreed schedule for a meter repair/replacement, the Contractor shall pay to the Districts, or have withheld from monies due it, a sum equal to 10 percent of the unit price or total estimated labor cost for replacement, whichever is more. Additionally, for each consecutive calendar day in excess of the time mutually agreed to for a meter repair/replacement, the Contractor shall pay to the Districts, or have withheld from monies due it, a sum equal to one percent of the unit price or total estimated labor cost per day in excess, whichever is more.

Execution of this Contract shall constitute agreement between the Districts and the Contractor that the above payments are the minimum value of the costs and actual damages caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payment due the Contractor, if such delay occurs.

## SERVICE CONTRACT GENERAL REQUIREMENTS

### SECTION 1

#### INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

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

#### B. Assignment and Delegation

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

(2011-AN021)

claim under this Contract shall be deductible, at District's sole discretion, against the claims which Contractor may have against District.

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

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

(2011-AN021)



subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN/GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

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

(2011-AN021)

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

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

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

O. District's Quality Assurance Plan

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

P. Damage to District Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County and District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by County and District, as determined by County and District, for such repairs shall be repaid by Contractor by cash payment upon demand. District may deduct from any payment otherwise due Contractor for costs incurred by District to make such repairs.

Q. Employment Eligibility Verification

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

R. Facsimile Representations

At the discretion of District, District may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not

follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which District and/or County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor, County and District agree and consent to the exclusive jurisdiction of

(2011-AN021)

the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, District shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:
  - a. Contractor shall develop all publicity material in a professional manner.
  - b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of District without the prior written consent of the Contract Manager. District shall not unreasonably withhold such written consent.
  - c. Contractor may, without prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with District, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

(2011-AN021)



attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

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

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, District shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which District may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of District conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that District's dollar liability for any such work is less than payments made by District to Contractor, then the difference shall be either: a) repaid by Contractor to District by cash payment upon demand or b) at the sole option of County's Auditor Controller, deducted from any amounts due to Contractor from District, whether under this Contract or otherwise. If such audit finds that District's dollar liability for such work is

more than the payments made by District to Contractor, then the difference shall be paid to Contractor by District by cash payment, provided that in no event shall District's maximum obligation for this Contract exceed the funds appropriated by District for the purpose of this Contract.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

Security and background investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

II. Subcontracting

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

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

(2011-AN021)

5. The Contract Manager is authorized to act for and on behalf of District with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding District's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by District from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

## SECTION 3

### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

(2011-AN021)

and other materials prepared by Contractor under this Contract shall be delivered to District upon request and shall become the property of District.

C. Termination/Suspension for Default

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

(2011-AN021)

were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. District may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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



G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

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

#### B. Indemnification

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

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

(2011-AN021)

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

D. General Insurance Requirements

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

insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- c. Neither the District or County's failure to obtain, nor the District or County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Administrative Services Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to the Designee any injury or property damage accident or incident, including any injury to a Contractor employee occurring within the District boundaries or on County property, and any loss, disappearance, destruction, misuse, or theft of District or County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify Designee of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor, District, or County.

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor, District, or to the County.

The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County or Special District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County and its Special Districts, et al, under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

(2011-AN021)

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



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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

(2011-AN021)

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

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

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of District contractors.

## SECTION 7

### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

#### A. Jury Service Program

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

#### B. Written Employee Jury Service Policy

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

(2011-AN021)

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

## SECTION 9

### TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

## SECTION 10

### LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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



## SECTION 11

### COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

## SECTION 12

### COMPLIANCE WITH PREVAILING WAGE PROGRAM

#### A. Prevailing Wage

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

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

#### B. Posting of Prevailing Wage Rates

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

#### C. Work Records

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

#### D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee the Contractor employs in connection with the Work. Whenever so requested by the Contract Manager, the Contractor shall provide a certified copy of each such

(2011-AN021)

employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of \$250 for each week in which certified payrolls have not been submitted.

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Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2010)

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

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

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

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

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

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

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

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

#### How Do My Employees Claim the EIC?

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

#### Can My Employees Get Advance EIC Payments?

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

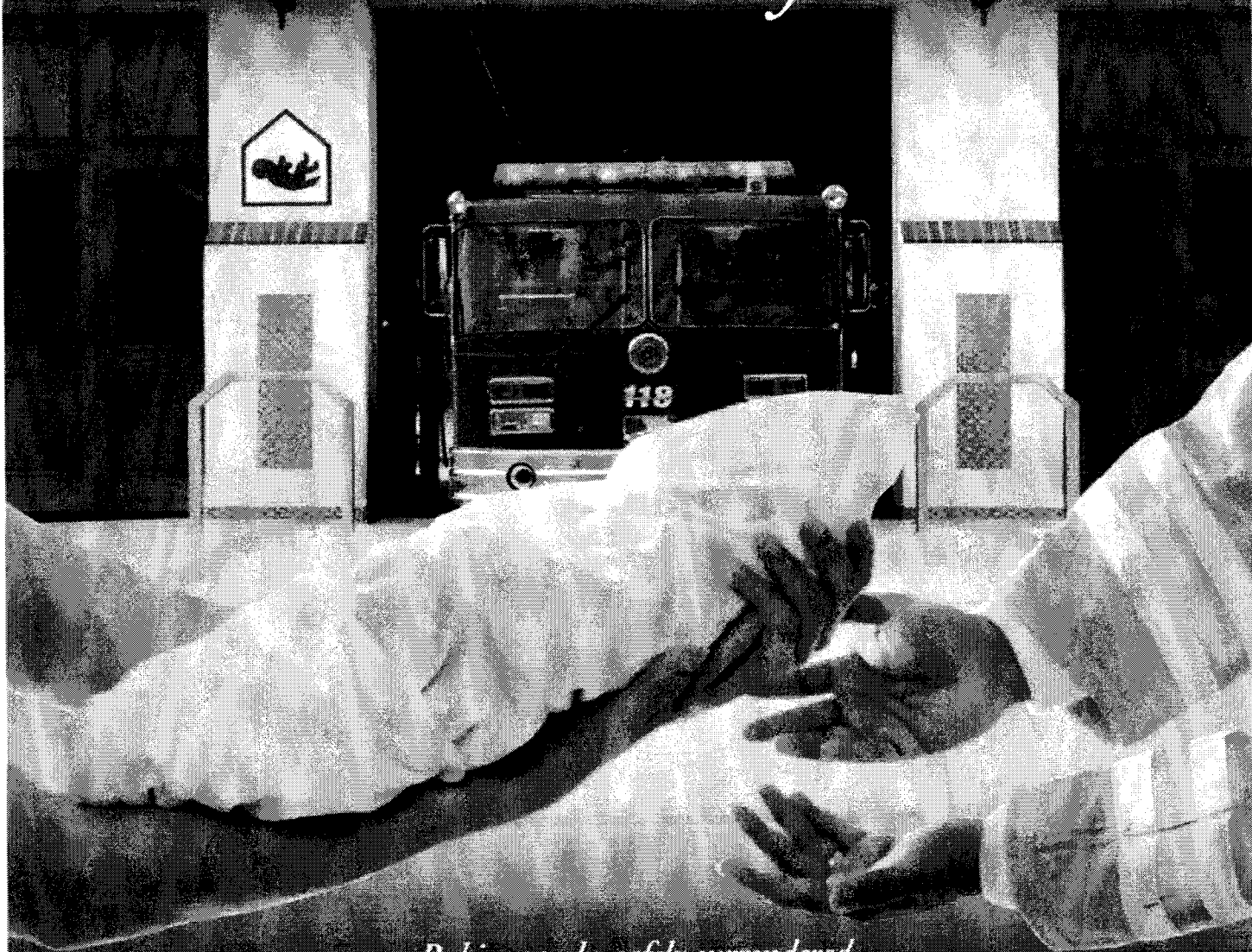
Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

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



# *Safely* Surrendered *Baby Law*



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

**No shame. No blame. No names.**

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

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

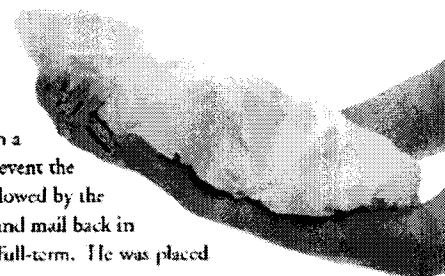
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

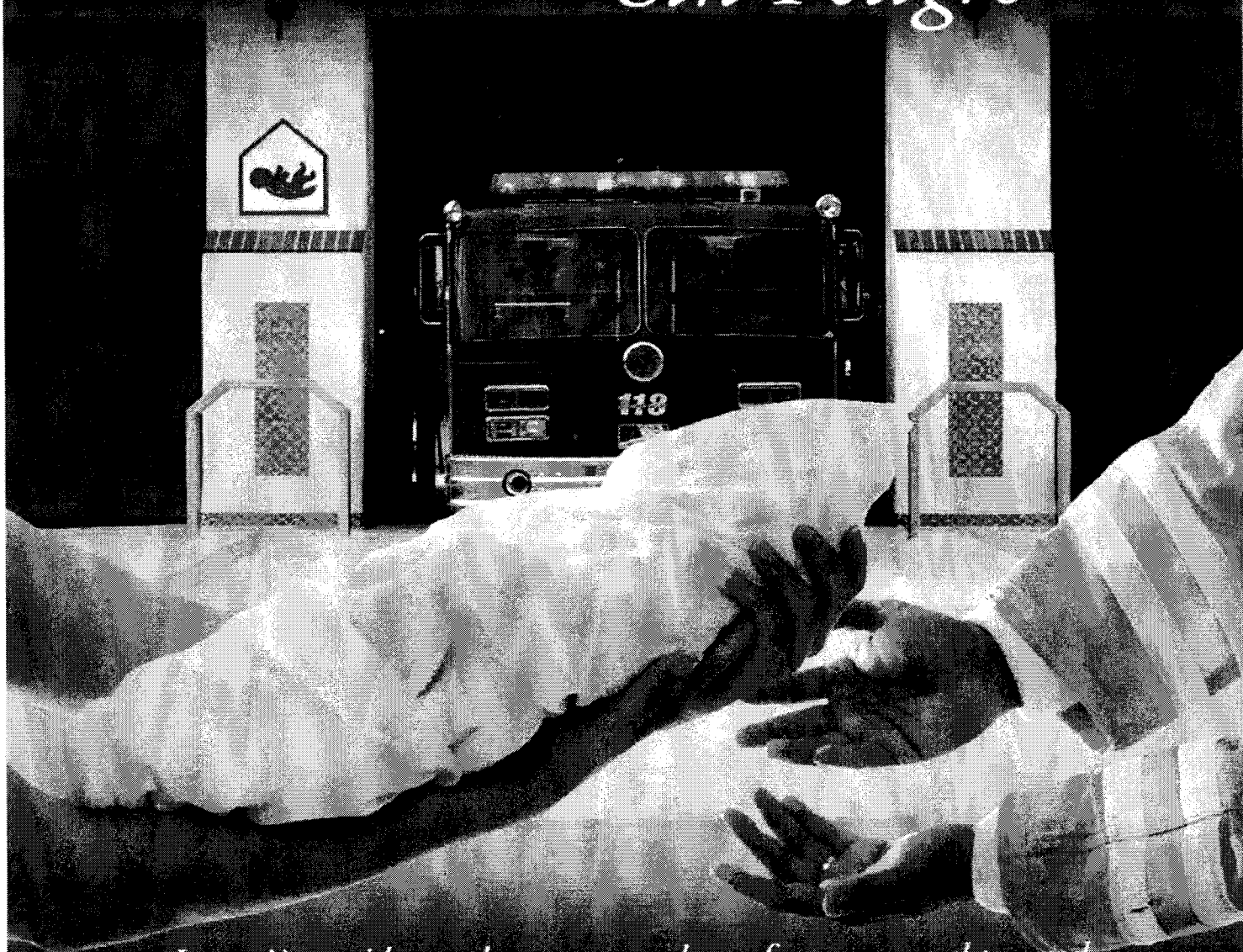
## A baby's story

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

**Sin pena. Sin culpa. Sin nombres.**

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

[www.babysafeia.org](http://www.babysafeia.org)



# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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





**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

obligation dispute pending before the Assessment Appeals Board.

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

#### **2.206.030 Applicability.**

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

#### **2.206.040 Required solicitation and contract language.**

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

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

#### **2.206.050 Administration and compliance certification.**

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

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

## **2.206.060 Exclusions/Exemptions.**

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

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

successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.070 Enforcement and remedies.**

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

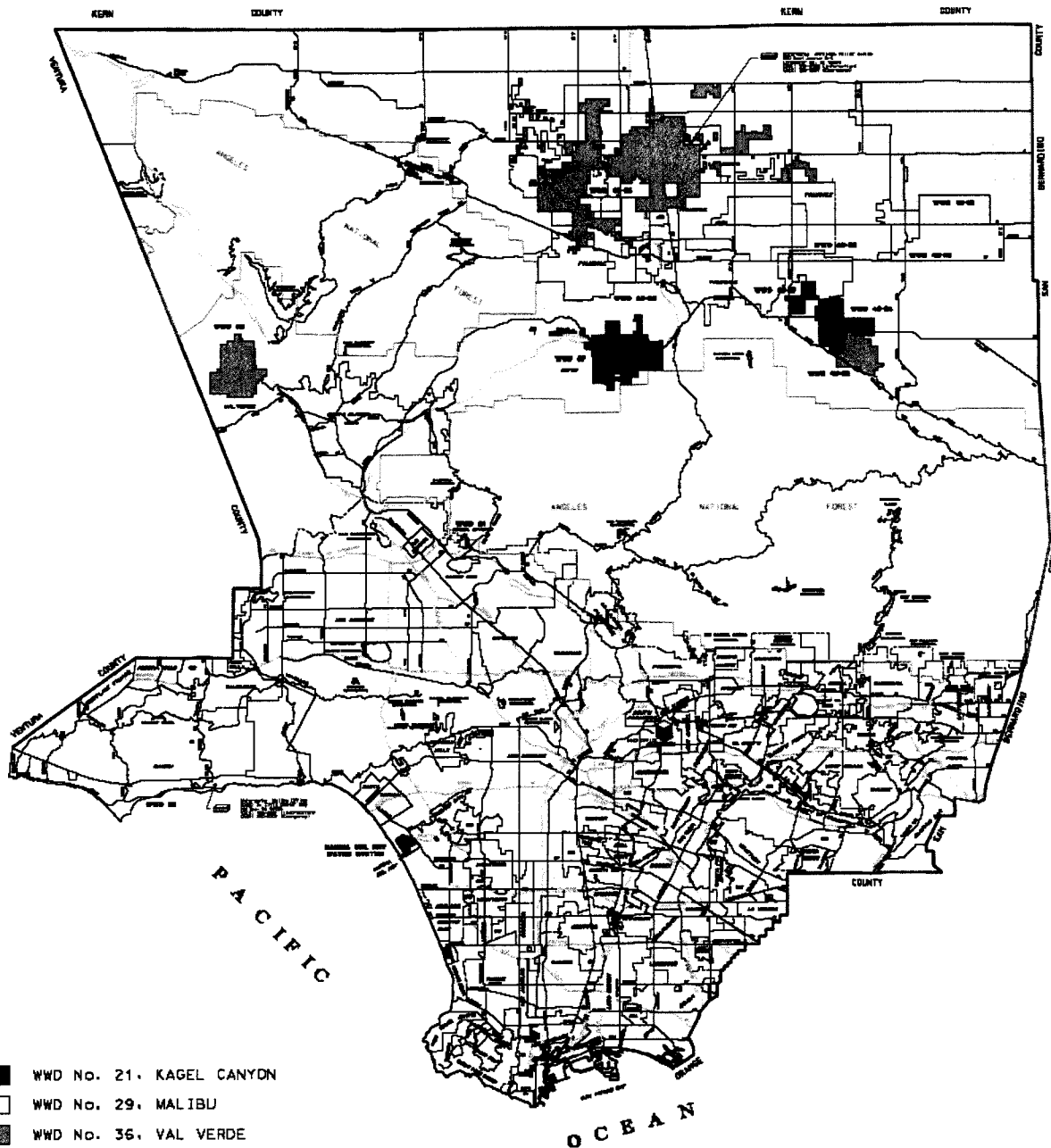
#### **2.206.080 Severability.**





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

# EXHIBIT F





## WATERWORKS DIVISION

### LOS ANGELES COUNTY WATERWORKS DISTRICTS



-  WWD No. 21. KAGEL CANYON
-  WWD No. 29. MALIBU
-  WWD No. 36. VAL VERDE
-  WWD No. 37. ACTON

#### WWD No. 40. ANTELOPE VALLEY

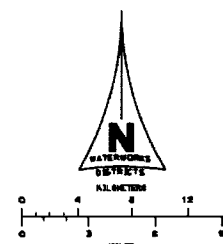
-  REGION 04 - LANCASTER
-  REGION 24 - PEARBLOSSOM
-  REGION 27 - LITTLEROCK
-  REGION 33 - SUN VILLAGE
-  REGION 34 - DESERT VIEW HIGHLANDS
-  REGION 35 - NORTHEAST LOS ANGELES COUNTY
-  REGION 38 - LAKE LOS ANGELES
-  REGION 39 - ROCK CREEK

-  MARINA DEL REY WATER SYSTEM

Waterworks Malibu Office  
 23533 W. Civic Center Way  
 Malibu, CA 90265  
 (310) 456-9661 (Information)  
 (626) 300-3307 (Emergency)

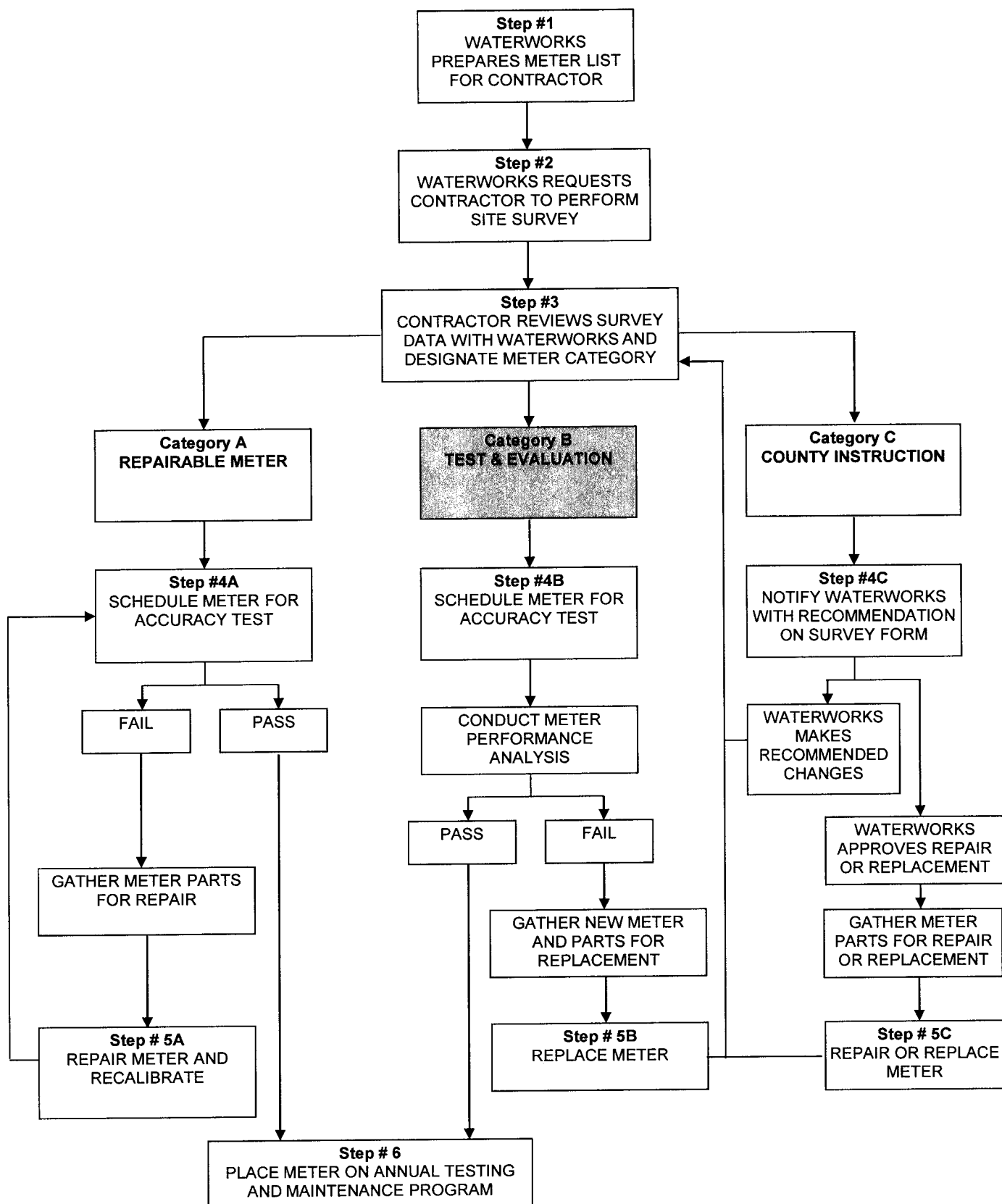
Waterworks Main Office  
 1000 S. Fremont Ave  
 BUILDING A-9E  
 Alhambra, CA 91803  
 (626) 300-3300

Waterworks Antelope Valley Office  
 260 East Avenue K-8  
 Lancaster CA, CA 93535  
 (661) 940-5456 (Information)  
 (626) 300-3307 (Emergency)



LOS ANGELES COUNTY  
 WATERWORKS DISTRICTS

**EXHIBIT G**  
WATERWORKS DIVISION  
LARGE WATER METER TESTING AND MAINTENANCE FLOWCHART



**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
04000039	60TH ST WEST & AVE I	LANCASTER	ROC	1314107	4
04001458	615 W AVE H	LANCASTER	NEP	41322876	8 DC
04001662	46101 N SIERRA HWY	LANCASTER	SEN	66510058	8 DC
04001680	46147 N 7TH ST WEST	LANCASTER	MAS	3910079	8 DC
04001785	737 1/4 W AVE H-6	LANCASTER	HER	9058733	3
04001788	737 W AVE H-6	LANCASTER	HER	9116208	4
04002277	45761 N DIVISION ST	LANCASTER	HER	4203086	3
04002277	45761 N DIVISION ST	LANCASTER	HER	4203086	6 DC
04002289	444 W AVE H-6	LANCASTER	HER	4255713	4
04002316	220 W AVE H-6	LANCASTER	SEN	57974539	8 DC
04003918	619 W AVE I	LANCASTER	NEP	39344114	6 DC X
04003921	619 W AVE I	LANCASTER	NEP	31965411	4
04004167	45304 N TREVOR AV	LANCASTER	NEP	34428375	4 DC X
04004191	45440 N TREVOR AV	LANCASTER	AMC	14887872	6 DC X
04004197	45545 N TREVOR AV	LANCASTER	SEN	62345231	10 DC
04004362	44916 N 10TH ST WEST	LANCASTER	HER	5443975	10 DC X
04004368	44916 N 10TH ST WEST	LANCASTER	HER	9205146	4
04004371	45124 N 10TH ST WEST	LANCASTER	HER	4204660	8 DC X
04004425	45002 N FERN AV	LANCASTER	SEN	66111517	6 DC
04004443	45151 N FERN AV	LANCASTER	NEP	48255499	8 DC X
04004446	746 W AVE I	LANCASTER	HER	9410534	4
04004470	855 W JACKMAN ST	LANCASTER	BAD	33518953	10 DC
04004473	45111 N FERN AV	LANCASTER	SEN	64121884	6 DC
04004476	710 W KETTERING ST	LANCASTER	MAS	3443913	8 DC
04004485	777 W JACKMAN ST	LANCASTER	ROC	37490084	4 DC X
04004497	44933 N FERN AV	LANCASTER	ROC	38980234	6 DC X
04004500	45180 N FERN AV	LANCASTER	MAS	939729	8 DC X
04004506	44958 N 10TH ST WEST	LANCASTER	HER	8001980	4 DC X
04004518	831 W LANCASTER BL	LANCASTER	HER	25420	6 DC X
04004869	523 W JACKMAN ST	LANCASTER	SEN	6610718	8 DC
04004947	530 W JACKMAN ST	LANCASTER	MAS	3916558	8 DC
04005070	45024 N TREVOR AV	LANCASTER	NEP	20333656	4 DC X
04005430	45636 N DIVISION ST	LANCASTER	GRI	18294303	6 DC X
04005454	44947 N DATE AV	LANCASTER	HER	06212440	6 DC
04005469	44942 N CEDAR AV	LANCASTER	SEN	673471386	4 DC X
04005526	44724 N DATE AV	LANCASTER	HER	9900897	4
04005613	646 W LANCASTER BL	LANCASTER	SEN	62345229	4 DC
04005784	525 W MILLING ST	LANCASTER	NEP	38888582	8 DC X
04005928	501 W LANCASTER BL	LANCASTER	SEN	69054961	8 DC X
04005934	601 W LANCASTER BL	LANCASTER	NEP	41119714	6 DC
04006177	44926 N YUCCA AV	LANCASTER	HER	96076231	6 DC X
04006252	310 W LANCASTER BL	LANCASTER	HER	4039355	4 DC X
04006678	44622 N 10TH ST WEST	LANCASTER	HER	07039293	6 DC
04007113	44815 N FIG AV	LANCASTER	AMC	14892903	6 DC X
04007140	750 W LANCASTER BL	LANCASTER	PRE	9089795	8 DC X
04007419	44501 N ELM AV	LANCASTER	HER	9056973	3
04007422	716 W OLDFIELD ST	LANCASTER	HER	9205141	4
04007605	925 W AVE J	LANCASTER	ROC	38174643	8 DC X
04007962	425 E AVE H-11	LANCASTER	HER	9205143	4
04007965	425 E AVE H-11	LANCASTER	HER	9205140	4
04007968	425 E AVE H-11	LANCASTER	NEP	85724480	8 DC
04009711	44611 N YUCCA AV	LANCASTER	HER	7210015	4 DC X

**EXHIBIT H**  
**WATERWORKS DIVISION**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
04010749	44924 N 5TH ST EAST	LANCASTER	HER	9205150	4
04010752	44924 N 5TH ST EAST	LANCASTER	HER	9205147	4
04011613	155 E AVE I	LANCASTER	HER	9207738	4
04011613	155 E AVE I	LANCASTER	HER	9207738	8
04011664	45110 N 3RD ST EAST	LANCASTER	HER	4209297	4 DC X
04011688	44900 N DIVISION ST	LANCASTER	HER	4833489	6
04011691	44900 N DIVISION AV	LANCASTER	SEN	68006741	8 DC
04011694	415 E KETTERING ST	LANCASTER	HER	9056953	3
04011709	624 E AVE H-14	LANCASTER	HER	7090626	4
04011712	625 E AVE I	LANCASTER	HER	7068230	4
04011718	624 E AVE H-14	LANCASTER	AMC	14887871	8 DC X
04011721	625 E AVE I	LANCASTER	NEP	1936196	8 DC X
04011766	340 E AVE I	LANCASTER	ROC	38174645	10 DC X
04011844	45030 N 3RD ST EAST	LANCASTER	NEP	45626651	6 DC
04011853	228 E AVE H-8	LANCASTER	MAS	3579486	8 DC
04012924	44236 N 10TH ST WEST	LANCASTER	HER	3181581	6 DC X
04012942	918 W AVE J	LANCASTER	AMC	14875544	10 DC
04012948	44226 N 10TH ST WEST	LANCASTER	HER	3256782	6 DC X
04012954	44226 N 10TH ST WEST	LANCASTER	HER	3256781	6 DC X
04012996	44266 N 10TH ST WEST	LANCASTER	HER	3004704	8 DC X
04013020	44130 N 10TH ST WEST	LANCASTER	MAS	3910078	8 DC
04013023	44130 N 10TH ST WEST	LANCASTER	MAS	3877849	8 DC
04013065	741 E AVE I	LANCASTER	GRI	19061868	6 DC X
04013326	44339 N BEECH AV	LANCASTER	SEN	65648229	6 DC
04013536	808 W AVE J	LANCASTER	HER	9056978	3
04013539	808 W AVE J	LANCASTER	HER	9205151	4
04013542	808 W AVE J	LANCASTER	SEN	53477386	6 DC
04013680	44073 N SIERRA HWY	LANCASTER	HER	9212920	3
04013683	44073 N SIERRA HWY	LANCASTER	HER	3811971	8 DC X
04013692	44055 N SIERRA HWY	LANCASTER	ROC	1261645	3
04013731	44111 N YUCCA AV	LANCASTER	HER	4211661	8 DC X
04013761	44053 N SIERRA HWY	LANCASTER	NEP	3650699	6 DC X
04013803	44211 N YUCCA AV	LANCASTER	ROC	34819196	8 DC X
04015291	747 W AVE J-12	LANCASTER	HER	9205145	4
04015615	811 W AVE K	LANCASTER	HER	81263	6 DC X
04015726	43830 N 10TH ST WEST	LANCASTER	NEP	39344051	6 DC X
04015744	43860 N 10TH ST WEST	LANCASTER	MAS	3671479	8 DC
04015750	701 W AVE K	LANCASTER	NEP	33770275	8 DC X
04016338	44063 N BEECH AV	LANCASTER	SEN	1362525	3
04016341	44063 N BEECH AV	LANCASTER	NEP	18758016	8 DC X
04016884	44800 N DIVISION ST	LANCASTER	NEP	70213643	4
04018525	43917 N DIVISION ST	LANCASTER	SEN	64589281	4 DC
04018558	43645 N PIONEER CT	LANCASTER	SEN	68906839	10 DC
04018594	43631 N SIERRA HWY	LANCASTER	AMC	14875547	6 DC X
04018690	43755 N DIVISION ST	LANCASTER	BAD	11979349	8 DC X
04018693	43717 N DIVISION ST	LANCASTER	HER	E011563	8 DC X
04018717	43719 N SIERRA HWY	LANCASTER	HER	7030869	8 DC X
04018732	43851 N DIVISION ST	LANCASTER	NEP	51750446	10 DC X
04018735	43745 N SIERRA HWY	LANCASTER	NEP	36575518	8 DC X
04018762	43707 N SIERRA HWY	LANCASTER	HER	90015018	10 DC X
04019296	44751 N CHALLENGER WY	LANCASTER	HER	03197350	4 DC
04019332	730 W AVE K	LANCASTER	SEN	63068036	10 DC



**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
04019362	730 W AVE K	LANCASTER	SEN	63068035	10 DC
04019509	43535 N GADSDEN AV	LANCASTER	ROC	38174644	6 DC X
04019512	43364 N 10TH ST WEST	LANCASTER	SEN	45553309	8 DC X
04019521	43223 N GADSDEN AV	LANCASTER	HER	8942446	6
04019521	43223 N GADSDEN AV	LANCASTER	HER	8942446	10
04019524	43230 N GADSDEN AV	LANCASTER	HER	9015066	6
04019524	43230 N GADSDEN AV	LANCASTER	HER	9015066	10
04019578	43321 N SIERRA HWY	LANCASTER	HER	4546898	4
04019581	43233 N SIERRA HWY	LANCASTER	NEP	35153511	8 DC X
04019614	42925 N SIERRA HWY	LANCASTER	SEN	68100861	10 DC X
04020037	361 E PONDERA ST	LANCASTER	HER	9205138	4
04020040	361 E PONDERA ST	LANCASTER	SEN	66081954	8 DC
04020043	361 E PONDERA ST	LANCASTER	HER	9205139	4
04020046	44501 N 5TH ST EAST	LANCASTER	HER	7176955	4
04020082	101 E AVE J	LANCASTER	ROC	39091437	4 DC X
04020754	725 E AVE J	LANCASTER	NEP	6666497	8 DC X
04021498	130 E AVE J	LANCASTER	NEP	7300583	6 DC X
04022665	42722 N 10TH ST WEST	LANCASTER	AMC	14875540	8 DC X
04022680	830 W AVE L	LANCASTER	SEN	68244571	8 DC
04022695	620 W AVE L	LANCASTER	SEN	68738592	10 DC
04022710	752 W AVE L	LANCASTER	HER	7027367	8 DC X
04022728	807 W AVE L-8	LANCASTER	NEP	33770270	8 DC X
04022734	42654 N 10TH ST WEST	LANCASTER	NEP	75527492	8 DC X
04022755	42636 N 8TH ST WEST	LANCASTER	SEN	62722695	8 DC
04022779	805 W AVE L-8	LANCASTER	HER	7039246	10 DC X
04022785	42850 N 8TH ST WEST	LANCASTER	NEP	40722758	8 DC
04022800	824 W AVE L-6	LANCASTER	SEN	67341388	6 DC
04022809	42544 N 10TH ST WEST	LANCASTER	SEN	61010776	8 DC
04023013	750 E AVE J	LANCASTER	MAS	1095024	4 DC X
04023022	44259 N CHALLENGER WY	LANCASTER	SEN	53623729	4 DC
04023058	42741 N SIERRA HWY	LANCASTER	MAS	4500958	10 DC
04023664	42220 N 10TH ST WEST	LANCASTER	SEN	66218810	6 DC
04023712	670 W AVE L-8	LANCASTER	HER	8001979	8 DC X
04023715	42210 N 6TH ST WEST	LANCASTER	SEN	62749544	10 DC
04023757	42033 N 6TH ST WEST	LANCASTER	MAS	1088541	6 DC X
04023763	42053 N 6TH ST WEST	LANCASTER	AMC	14875554	6 DC X
04023769	735 W AVE L-9	LANCASTER	PRE	8993104	6 DC X
04023778	42207 N 6TH ST WEST	LANCASTER	SEN	67709629	10 DC X
04023802	42060 N 10TH ST WEST	LANCASTER	NEP	36856827	8 DC X
04023805	42060 N 10TH ST WEST	LANCASTER	HER	7065403	8 DC X
04023811	42110 N 6TH ST WEST	LANCASTER	HER	98057940	8 DC X
04024390	42201 N DIVISION ST	LANCASTER	HER	3178267	3
04024396	42011 N 4TH STREET WEST	LANCASTER	SEN	55930219	8 DC
04025125	41943 N SIERRA HWY	PALMDALE	SEN	69676717	10 DC
04025359	207 E AVE K	LANCASTER	HER	5489521	8 DC X
04025371	43926 N 2ND ST EAST	LANCASTER	HER	9055001	3
04025374	43926 N 2ND ST EAST	LANCASTER	HER	9205149	4
04027318	43707 N 10TH ST EAST	LANCASTER	ROC	16209600	8 DC X
04027366	43726 N 8TH ST EAST	LANCASTER	SEN	68100862	10 DC
04027387	831 E AVE K	LANCASTER	SEN	55803163	6 DC
04027684	815 E AVE K	LANCASTER	SEN	67620754	8 DC
04027690	240 E AVE K	LANCASTER	NEP	42757280	6 DC X

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
04027768	334 E AVE K-4	LANCASTER	ROC	36792395	6 DC X
04027786	348 E AVE K-4	LANCASTER	HER	D011561	4 DC X
04027789	43357 N DIVISION ST	LANCASTER	HER	G017828	8 DC X
04027801	456 E AVE K-4	LANCASTER	MAS	1102283	4 DC X
04027807	43423 N DIVISION ST	LANCASTER	ROC	38174647	8 DC X
04027816	335 E AVE K-6	LANCASTER	NEP	39344179	8 DC X
04027822	349 E AVE K-6	LANCASTER	ROC	39593295	8 DC X
04027828	300 E AVE K-6	LANCASTER	SEN	68245795	6 DC
04027834	316 E AVE K-6	LANCASTER	SEN	68054956	8 DC
04027852	43328 N DIVISION ST	LANCASTER	NEP	33770273	6 DC X
04027858	233 E AVE K-6	LANCASTER	NEP	33770274	8 DC X
04027867	43210 N GINGHAM AV	LANCASTER	PRE	9084178	4 DC X
04027873	251 E AVE K-6	LANCASTER	NEP	34844926	4 DC X
04027876	43301 N DIVISION ST	LANCASTER	HER	5197612	8 DC X
04027882	43439 N COPELAND CIR	LANCASTER	HER	9100671	8 DC X
04027900	431 E AVE K-4	LANCASTER	HER	9611650	4
04027903	133 E AVE K-6	LANCASTER	HER	7032879	8 DC
04027909	211 E AVE K-6	LANCASTER	HER	9053841	4 DC X
04027921	145 E AVE K-8	LANCASTER	SEN	62345251	8 DC
04027930	357 E AVE K-8	LANCASTER	SEN	62722704	8 DC
04027936	339 E AVE K-8	LANCASTER	SEN	62722711	8 DC
04027945	229 E AVE K-8	LANCASTER	SEN	64589283	6 DC
04027951	249 E AVE K-8	LANCASTER	SEN	64589280	6 DC
04027957	311 E AVE K-8	LANCASTER	SEN	65903013	10 DC
04027963	43520 N DIVISION ST	LANCASTER	SEN	69468266	6 DC
04028770	753 E AVE K-2	LANCASTER	HER	9407591	4
04028773	753 E AVE K-2	LANCASTER	SEN	48040279	8 DC X
04029088	42933 N BUSINESS CTR PKY	LANCASTER	MAS	2378418	8 DC X
04029109	176 E HOLSTON DR	LANCASTER	PRE	0034683	10 DC
04029121	177 W HOLSTON DR	LANCASTER	SEN	61010770	10 DC
04029127	43141 N BUSINESS CTR PKY	LANCASTER	HER	06212377	8 DC
04029139	124&200 E AVE K-8	LANCASTER	SEN	66055405	10 DC
04029151	43145 N BUSINESS CTR PKY	LANCASTER	SEN	61853261	10 DC
04029157	216 E AVE K-8	LANCASTER	SEN	67347590	6 DC
04029175	235 E AVE K-10	LANCASTER	SEN	57974581	6 DC
04029208	335 E AVE K-10	LANCASTER	SEN	61954300	10 DC
04029229	244 E AVE K-10	LANCASTER	SEN	67347598	8 DC
04029238	43103 N EXCHANGE PL	LANCASTER	MAS	61935449	4 DC
04029271	43012 N EXCHANGE PL	LANCASTER	SEN	57331970	6 DC
04029280	43100 N EXCHANGE PL	LANCASTER	SEN	55872079	8 DC
04029304	42965 N VENTURE ST	LANCASTER	SEN	65903016	8 DC
04029319	LOT 49 E AVE K-12	LANCASTER	MAS	3725510	10 DC
04029367	42850 N SIGNATURE CT	LANCASTER	SEN	55872084	10 DC
04029409	43102 N BUSINESS CTR PKY	LANCASTER	SEN	55930200	6 DC
04029418	43120 N VENTURE ST	LANCASTER	NEP	42757314	10 DC
04029943	1704 E AVE I	LANCASTER	NEP	34352375	10 DC X
04033591	45800 N CHALLENGER WY	LANCASTER	HER	10135	4
04033591	45800 N CHALLENGER WY	LANCASTER	HER	10135	8
04035322	1555 W AVE H-10	LANCASTER	HER	9205111	4
04036867	1801 W AVE I	LANCASTER	SEN	66101737	10 DC
04038232	1327 W AVE H-15	LANCASTER	ROC	41192464	3
04039201	1111 W AVE I	LANCASTER	AMC	15571142	8 DC X

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
04041682	1701 W LANCASTER BL	LANCASTER	MAS	1065601	6 DC X
04041748	44818 N 20TH ST WEST	LANCASTER	MAS	1061783	6 DC X
04042363	1011 E AVE I	LANCASTER	BAD	11979342	6 DC X
04042366	1011 E AVE I	LANCASTER	SEN	62722700	8 DC
04042372	1011 E AVE I	LANCASTER	BAD	11979344	6 DC X
04042375	1011 E AVE I	LANCASTER	SEN	62722723	6 DC X
04042390	1209 E AVE I	LANCASTER	NEP	37713729	8 DC X
04042393	1301 E AVE I	LANCASTER	HER	5083221	8
04042393	1301 E AVE I	LANCASTER	HER	7189020	4
04042402	1501 E AVE I	LANCASTER	HER	7134933	3
04042402	1501 E AVE I	LANCASTER	HER	7134933	6
04042405	2121 E AVE I	LANCASTER	HER	7131068	4
04042405	2121 E AVE I	LANCASTER	HER	7131068	8
04042408	2545 E AVE I	LANCASTER	HER	7147720	4
04042408	2545 E AVE I	LANCASTER	HER	7147720	8
04042411	45465 N 25TH ST EAST	LANCASTER	HER	7182282	4
04042411	45465 N 25TH ST EAST	LANCASTER	HER	7182282	8
04042414	45111 N 25TH ST EAST	LANCASTER	HER	7223011	6
04042414	45111 N 25TH ST EAST	LANCASTER	HER	7223011	10
04042417	1717 E AVE I	LANCASTER	HER	7236429	4
04042417	1717 E AVE I	LANCASTER	HER	7236429	8
04045255	1235 W KETTERING ST	LANCASTER	ROC	1167589	4
04046515	1629 W AVE J	LANCASTER	SEN	49634245	4 DC
04046548	1753 W AVE J	LANCASTER	SEN	64589285	10 DC
04046569	1825 W AVE J	LANCASTER	SEN	64432605	8 DC
04046584	44444 N 20TH ST WEST	LANCASTER	ROC	39593292	4 DC X
04046596	44514 N 20TH ST WEST	LANCASTER	SEN	62394572	6 DC
04046635	44567 N 15TH ST WEST	LANCASTER	PRE	9016359	8 DC X
04046641	44523 N 15TH ST WEST	LANCASTER	NEP	20333655	4 DC X
04046650	44445 N 15TH ST WEST	LANCASTER	NEP	18818187	6 DC X
04047040	44509 N 16TH ST WEST	LANCASTER	SEN	67620757	10 DC
04047043	44509 N 16TH ST WEST	LANCASTER	SEN	67620758	8 DC
04047838	44648 N 15TH ST WEST	LANCASTER	HER	5497057	8 DC X
04048804	1061 E AVE J	LANCASTER	SEN	64164611	6 DC X
04048870	44430 N CHALLENGER WY	LANCASTER	SEN	55872101	8 DC
04049941	1731 E AVE J	LANCASTER	MAS	2890590	10 DC
04049983	1731 E AVE J	LANCASTER	MAS	2716022	10 DC
04050379	1055 W AVE J	LANCASTER	SEN	55592063	10 DC
04050751	1010 E AVE J	LANCASTER	ROC	38980233	6 DC X
04050760	1030 E AVE J	LANCASTER	ROC	38980235	6 DC X
04050778	1030 E AVE J	LANCASTER	MAS	1088539	6 DC X
04050781	44045 N 15TH ST WEST	LANCASTER	AME	6956878	6 DC X
04050787	44045 N 15TH ST WEST	LANCASTER	HER	5374022	3
04050790	44045 N 15TH ST WEST	LANCASTER	NEP	18758017	8 DC
04050814	1716 W AVE J	LANCASTER	HER	07085316	10 DC
04050823	1642 W AVE J	LANCASTER	NEP	36152947	4 DC
04050835	1600 W AVE J	LANCASTER	ROC	1201515	3
04050838	1600 W AVE J	LANCASTER	HER	9055675	3
04050841	44277 N 15TH ST WEST	LANCASTER	SEN	53222189	8 DC
04050844	1610 W AVE J	LANCASTER	SEN	53222186	8 DC
04050853	1812 W AVE J	LANCASTER	HER	4999620	10 DC X
04050889	44215 N 15TH ST WEST	LANCASTER	HER	7179902	4

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
04050892	44215 N 15TH ST WEST	LANCASTER	HER	7179901	4
04050895	44155 N 15TH ST WEST	LANCASTER	HER	07032784	10 DC
04050898	44155 N 15TH ST WEST	LANCASTER	HER	07032783	10 DC
04050910	44301 N LORIMER AV	LANCASTER	MAS	2378415	8 DC X
04050919	44226 N 20TH ST WEST	LANCASTER	HER	98043467	10 DC
04050922	44226 N 20TH ST WEST	LANCASTER	HER	98043484	10 DC
04050931	1720 W AVE J	LANCASTER	SEN	56017324	6 DC
04050946	44140 N 20TH ST WEST	LANCASTER	SEN	66218806	10 DC
04052224	1233 W AVE J-8	LANCASTER	HER	9205142	4
04052227	1233 W AVE J-8	LANCASTER	HER	9205148	4
04052287	1150 W AVE J	LANCASTER	HER	4050493	3
04052302	44221 N KINGTREE AV	LANCASTER	HER	9216304	4
04052305	1121 W AVE J-2	LANCASTER	HER	9212659	6
04052311	44247 N 10TH ST WEST	LANCASTER	NEP	36358622	8 DC X
04052341	44215 1/2 N 10TH ST WEST	LANCASTER	NEP	36857032	6 DC X
04052410	44315 N 10TH ST WEST	LANCASTER	HER	9212660	6
04052476	1220 W AVE J	LANCASTER	PRE	9122276	6 DC X
04052497	1206 W AVE J	LANCASTER	PRE	9122271	6 DC X
04053259	44021 N 15TH ST EAST	LANCASTER	SEN	69341019	4 DC X
04054426	43839 N 15TH ST WEST	LANCASTER	HER	05197611	8 DC X
04054450	43747 N 15TH ST WEST	LANCASTER	HER	6044888	6 DC X
04054453	43749 N 15TH ST WEST	LANCASTER	HER	6024016	6 DC X
04054456	43775 N 15TH ST WEST	LANCASTER	HER	3181198	8 DC X
04054459	43807 N 15TH ST WEST	LANCASTER	HER	6044890	6 DC X
04054462	43821 N 15TH ST WEST	LANCASTER	HER	6044887	6 DC X
04054468	43731 N 15TH ST WEST	LANCASTER	HER	6044889	6 DC
04054516	43989 N 15TH ST WEST	LANCASTER	NEP	36856961	6 DC X
04054534	1722 W AVE J-8	LANCASTER	MAS	4500955	10 DC
04054720	1850 E AVE J	LANCASTER	PRE	8994624	8 DC X
04054726	1900 E AVE J	LANCASTER	PRE	8994621	8 DC X
04054729	1800 E AVE J	LANCASTER	PRE	8994623	8 DC X
04054747	1900 E AVE J	LANCASTER	PRE	8994625	8 DC X
04054768	1900 E AVE J	LANCASTER	PRE	8994622	8 DC X
04056811	43845 N 10TH ST WEST	LANCASTER	PRE	9016361	6 DC X
04056994	43945 N 12TH ST WEST	LANCASTER	MAS	3916547	10 DC
04057459	1331 W AVE K	LANCASTER	HER	4918566	10 DC X
04057477	43770 N 15TH ST WEST	LANCASTER	ROC	34819197	8 DC X
04057513	43862 N 15TH ST WEST	LANCASTER	MAS	5413629	10 DC X
04057528	43932 N 15TH ST WEST	LANCASTER	SEN	64589263	6 DC
04057534	43944 N 15TH ST WEST	LANCASTER	SEN	69326965	6 DC
04057540	43540 N 17TH ST WEST	LANCASTER	ROC	28057965	8 DC X
04057549	43530 N 17TH ST WEST	LANCASTER	NEP	6658130	8 DC X
04057747	1649 W AVE K	LANCASTER	ROC	34819194	4 DC X
04057765	1651 W AVE K	LANCASTER	ROC	34819193	6 DC X
04057774	1759 W AVE J-12	LANCASTER	SEN	55872098	10 DC
04057777	1825 W AVE J-12	LANCASTER	SEN	54746118	4 DC
04057789	43824 N 20TH ST WEST	LANCASTER	SEN	55872081	6 DC
04057801	43912 N 20TH ST WEST	LANCASTER	SEN	55452466	10 DC
04057834	43719 N 17TH ST WEST	LANCASTER	MAS	3443914	8 DC
04057924	1805 W AVE K	LANCASTER	ROC	38174659	4 DC
04057930	1817 W AVE K	LANCASTER	NEP	37505742	6 DC
04057963	1560 W AVE K-8	LANCASTER	MAS	3153373	10 DC

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
04057978	42909 N 15TH ST WEST	LANCASTER	HER	9208287	4
04057978	42909 N 15TH ST WEST	LANCASTER	HER	9208287	8
04057987	43112 N 15TH ST WEST	LANCASTER	BAD	90732790	10 DC X
04057990	43112 N 15TH ST WEST	LANCASTER	BAD	91380243	10 DC X
04057993	43112 N 15TH ST WEST	LANCASTER	HER	9412238	6
04058005	1811 W AVE J-12	LANCASTER	SEN	65501750	8 DC
04058026	43832 N 20TH ST WEST	LANCASTER	SEN	68244568	10 DC
04058992	1220 W AVE K	LANCASTER	SEN	69676718	8 DC
04059001	43545 N 10TH ST WEST	LANCASTER	HER	7209915	4 DC X
04059052	1070 W AVE K	LANCASTER	BAD	89002047	8 DC X
04059061	43535 N 10TH ST WEST	LANCASTER	BAD	86288007	10 DC X
04059076	1140 W COMMERCE CNTR DR	LANCASTER	HER	F011432	10 DC X
04059085	43535 N 13TH ST WEST	LANCASTER	HER	7210256	6 DC X
04059103	1226 W COMMERCE CNTR DR	LANCASTER	BAD	89002025	6 DC X
04059130	1101 W AUTO MALL DR	LANCASTER	HER	9115256	8 DC X
04059133	1101 W AUTO MALL DR	LANCASTER	HER	9200638	8 DC X
04059151	43244 N DRIVERS WY	LANCASTER	PRE	9122275	8 DC X
04059160	43226 N DRIVERS WY	LANCASTER	NEP	34757084	6 DC X
04059193	1130 W AUTO MALL DR	LANCASTER	SEN	51322479	6 DC
04059202	1160 W MOTOR LN	LANCASTER	NEP	77416804	8 DC
04059211	43301 N 12TH ST WEST	LANCASTER	MAS	6715527	10 DC
04059232	43403 N 10TH ST WEST	LANCASTER	NEP	36195739	6 DC X
04059253	1050 W COMMERCE CNTR DR	LANCASTER	NEP	36133509	6 DC X
04059265	43063 N 10TH ST WEST	LANCASTER	HER	92108551	3
04059265	43063 N 10TH ST WEST	LANCASTER	HER	92108551	6
04059277	43063 N 10TH ST WEST	LANCASTER	NEP	34487511	4 DC X
04059295	1141 W AVE L	LANCASTER	SEN	61010782	8 DC
04059304	1141 W AVE L	LANCASTER	SEN	61010786	8 DC
04059325	43001 N 10TH ST WEST	LANCASTER	SEN	68799393	10 DC
04059955	41781 N 12TH ST WEST	LANCASTER	ROC	38174648	8 DC X
04059997	41338 N 12TH ST WEST	PALMDALE	BAD	33710102	4 DC X
04060012	41343 N 12TH ST WEST	PALMDALE	MAS	3947829	8 DC
04060096	41551 N 10TH ST WEST	PALMDALE	BAD	32780297	6 DC X
04062952	2801 W AVE H	LANCASTER	HER	06104077	10 DC
04062973	3501 W AVE H	LANCASTER	HER	98139482	10 DC
04063000	2501 W AVE H	LANCASTER	SEN	60410678	4 DC
04063006	2551 W AVE H	LANCASTER	SEN	60410679	4 DC
04063012	2527 W AVE H	LANCASTER	SEN	60410676	4 DC
04063033	2551 W AVE H	LANCASTER	SEN	68848177	6 DC
04063312	43260 N CHALLENGER WY	LANCASTER	NEP	39773078	6 DC X
04063468	1846 E AVE K-4	LANCASTER	BAD	33759022	6 DC X
04064089	45431 N 23RD ST WEST	LANCASTER	HER	1200578	8 DC X
04064152	45615 N 23RD ST WEST	LANCASTER	SEN	69648296	10 DC
04065301	2907 W AVE J-4	LANCASTER	BAD	12256049	10 DC X
04065304	44136 N 30TH ST WEST	LANCASTER	HER	7193081	3
04065307	44114 N 30TH ST WEST	LANCASTER	HER	9403066	3
04065310	2922 W AVE J-4	LANCASTER	HER	5413502	10 DC X
04066387	44333 N 27TH ST WEST	LANCASTER	SEN	56017307	10 DC
04066390	44333 N 27TH ST WEST	LANCASTER	SEN	56017310	6 DC
04068343	44690 N VALLEY CENTRAL	LANCASTER	PRE	8993111	10 DC X
04068361	44790 N VALLEY CENTRAL	LANCASTER	PRE	8993105	10 DC X
04068400	44455 N VALLEY CENTRAL	LANCASTER	NEP	33770267	8 DC X

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

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04068406	44501 N VALLEY CENTRAL	LANCASTER	NEP	33770268	6 DC X
04068418	44665 N VALLEY CENTRL WY	LANCASTER	SEN	66957468	10 DC
04068439	44679 N VALLEY CENTRAL	LANCASTER	SEN	68848178	10 DC
04068442	44679 N VALLEY CENTRAL	LANCASTER	SEN	68799394	10 DC
04068457	44601 N VALLEY CENTRAL	LANCASTER	SEN	64027036	10 DC
04068466	44600 N VALLEY CENTRAL	LANCASTER	PRE	8993113	8 DC X
04068475	44410 N VALLEY CENTRAL	LANCASTER	PRE	8993106	6 DC X
04068484	44420 N VALLEY CENTRAL	LANCASTER	PRE	8993107	4 DC X
04068493	44500 N VALLEY CENTRAL	LANCASTER	PRE	8993114	6 DC X
04068499	44530 N VALLEY CENTRAL	LANCASTER	ABB	12535594	4 DC X
04068520	44650 N VALLEY CENTRAL	LANCASTER	SEN	46661614	6 DC X
04068559	44810 N VALLEY CENTRAL	LANCASTER	HER	94038338	10 DC
04068571	2226 W MALL LOOP RD	LANCASTER	NEP	74507847	10 DC
04068583	45000 N VALLEY CENTRAL	LANCASTER	HER	7036105	4 DC
04068592	2400 1/4 W AVE I	LANCASTER	NEP	42757315	8 DC
04068619	2400 W AVE I	LANCASTER	SEN	67545769	8 DC
04068631	2600 W AVE I	LANCASTER	AMC	14887853	8 DC
04068646	2600 W AVE I	LANCASTER	AMC	14882853	8 DC
04068664	2300 W DOUBLE PLAY WY	LANCASTER	SEN	68244569	10 DC
04068670	2320 W DOUBLE PLAY WY	LANCASTER	SEN	68326155	8 DC
04069141	2101 W AVE J	LANCASTER	ROC	34462417	8 DC X
04069207	44451 N 20TH ST WEST	LANCASTER	MAS	3877852	6 DC
04069213	2103 W AVE J	LANCASTER	MAS	3872234	10 DC
04069222	44425 N 20TH ST WEST	LANCASTER	SEN	67341390	10 DC
04069810	2006 W AVE J	LANCASTER	HER	5996763	6 DC X
04069837	2038 W AVE J	LANCASTER	HER	5996789	6 DC X
04069855	2058 W AVE J	LANCASTER	HER	5996764	6 DC X
04069888	44229 N 20TH ST WEST	LANCASTER	NEP	48127033	6 DC X
04069921	2301 W AVE J-8	LANCASTER	HER	9707504	6
04069921	2301 W AVE J-8	LANCASTER	HER	9707504	10
04070230	2061 W AVE J-8	LANCASTER	SEN	62722716	10 DC
04072750	2005 W AVE K	LANCASTER	MAS	1027228	8 DC X
04073170	2034 W AVE K	LANCASTER	BAD	91264571	6 DC X
04073173	43543 N 20TH ST WEST	LANCASTER	BAD	91246819	8 DC X
04073278	43420 N 22ND ST WEST	LANCASTER	SEN	66111518	8 DC
04074928	43225 N 25TH ST WEST	LANCASTER	HER	98139424	6 DC
04074937	43404 N 30TH ST WEST	LANCASTER	SEN	62394569	6 DC
04074943	43454 N 30TH ST WEST	LANCASTER	BAD	32478879	10 DC
04075135	45006 N 30TH ST EAST	LANCASTER	MAS	2581792	10 DC
04075525	2701 E LANCASTER BL	LANCASTER	HER	9052869	4
04075528	2701 E LANCASTER BL	LANCASTER	PRE	9082272	8 DC X
04075531	44851 N 30TH ST EAST	LANCASTER	PRE	8994626	4 DC X
04077217	2845 W AVE L	LANCASTER	HER	7037566	6 DC X
04077229	2833 W AVE L	LANCASTER	HER	7037565	6 DC X
04077544	43120 N 30TH ST WEST	LANCASTER	HER	71822412	4
04077544	43120 N 30TH ST WEST	LANCASTER	HER	71822412	8
04079980	45221 N 30TH ST WEST	LANCASTER	SEN	66101729	10 DC
04079983	45221 N 30TH ST WEST	LANCASTER	SEN	65925427	10 DC
04080973	44558 N 40TH ST WEST	LANCASTER	HER	06212444	4 DC X
04081696	3131 W AVE J	LANCASTER	PRE	9045954	6 DC X
04081699	44502 N 32ND ST WEST	LANCASTER	SEN	64504756	10 DC
04081708	44701 N 32ND ST WEST	LANCASTER	SEN	48040329	10 DC X

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

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04081711	44701 N 32ND ST WEST	LANCASTER	HER	9408680	6
04082197	3347 W AVE J	LANCASTER	SEN	66035797	4 DC
04082209	44330 N 27TH ST EAST	LANCASTER	NEP	45626626	6 DC X
04083847	44044 N 36TH ST WEST	LANCASTER	MAS	3131605	4 DC
04085923	43850 N 20TH ST EAST	LANCASTER	HER	4927678	4
04085923	43850 N 20TH ST EAST	LANCASTER	HER	11800822	8
04085926	2330 E AVE J-8	LANCASTER	HER	9216987	4
04085926	2330 E AVE J-8	LANCASTER	HER	9216987	8
04089724	3041 W AVE K	LANCASTER	HER	9211608	4
04089724	3041 W AVE K	LANCASTER	NEP	70200187	6
04089727	3041 W AVE K	LANCASTER	HER	9211603	4
04092019	3334 1/4 W AVE K	LANCASTER	HER	9207743	4
04092025	3140 W AVE K	LANCASTER	BAD	12256058	6 DC X
04092034	43401 N 30TH ST WEST	LANCASTER	HER	7235987	4
04092034	43401 N 30TH ST WEST	LANCASTER	HER	7235987	8
04092037	43355 N 30TH ST WEST	LANCASTER	HER	7090627	4
04092040	43355 N 30TH ST WEST	LANCASTER	TRI	4101427	10 DC X
04092055	3540 W AVE K-4	LANCASTER	ROC	1249253	4
04092058	3540 W AVE K-4	LANCASTER	NEP	33770272	8 DC X
04096966	3250 E LANCASTER BL	LANCASTER	NEP	51444793	4 DC X
04097347	4020 E LANCASTER BL	LANCASTER	HER	04139043	6 DC X
04097359	4020 E LANCASTER BL	LANCASTER	HER	081235537	8 DC
04097365	4020 E LANCASTER BL	LANCASTER	BAD	33518879	8 DC
04099105	4555 W AVE G	LANCASTER	SEN	62756361	6
04099120	4555 W AVE G	LANCASTER	SEN	68383239	10 DC
04099132	47002 N 45TH ST WEST	LANCASTER	SEN	68738602	10 DC
04099144	4531 1/2 W RUNWAY DR	LANCASTER	SEN	65903018	10 DC
04099162	4528 1/2 W RUNWAY DR	LANCASTER	HER	06220446	10 DC
04099180	46905 N 47TH ST WEST	LANCASTER	SEN	65453744	10 DC
04100038	3200 E AVE J-8	LANCASTER	AMC	14892889	10 DC
04100065	3200 E AVE J-8	LANCASTER	AMC	14892902	10 DC
04100080	3200 E AVE J-8	LANCASTER	NEP	74507827	10 DC
04104838	40525 N PEONZA LN	PALMDALE	NEP	35915152	8 DC
04104841	40641 N PEONZA LN	PALMDALE	NEP	74507824	8 DC X
04104844	40525 N PEONZA LN	PALMDALE	HER	9205911	6
04105654	43755 N 45TH ST WEST	LANCASTER	SEN	67341381	10 DC
04108921	39640 N TILBURY DR	PALMDALE	SEN	68244570	10 DC
04108924	39640 N TILBURY DR	PALMDALE	SEN	68244572	10 DC
04108927	39640 N TILBURY DR	PALMDALE	NEP	70193169	4
04108930	39640 N TILBURY DR	PALMDALE	NEP	70193168	4
04108939	39640 N TILBURY DR	PALMDALE	NEP	70185884	4
04108981	44750 N 60TH ST WEST	LANCASTER	NEP	70200185	6
04108984	44750 N 60TH ST WEST	LANCASTER	NEP	70200186	6
04111087	5632 W AVE L-8	QUARTZ HILL	HER	9215873	6
04111099	42550 N 60TH ST WEST	QUARTZ HILL	HER	8022454	8
04111108	42550 N 60TH ST WEST	QUARTZ HILL	HER	7123311	6
04111108	42550 N 60TH ST WEST	QUARTZ HILL	HER	7123311	10
04111297	5632 W AVE L-8	LANCASTER	SEN	62394570	8 DC
04111300	5711 W AVE M	QUARTZ HILL	HER	9211601	4
04111300	5711 W AVE M	QUARTZ HILL	HER	9211601	8
04111303	5500 W AVE M	QUARTZ HILL	HER	9210045	6
04111306	5500 W AVE M	QUARTZ HILL	HER	9210044	6

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**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

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04114258	5038 W AVE N	PALMDALE	MAS	3579489	10 DC
04114291	40701 N 50TH ST WEST	PALMDALE	HER	7131051	4
04114291	40701 N 50TH ST WEST	PALMDALE	HER	7131051	8
04114294	5200 W ENTRAR DR	PALMDALE	HER	7219134	4
04114294	5200 W ENTRAR DR	PALMDALE	HER	7219134	8
04117120	6151 W AVE J-8	LANCASTER	SEN	47210562	8 DC X
04117333	6015 W AVE J-8	LANCASTER	SEN	54505573	8 DC
04119688	6040 W AVE L	LANCASTER	HER	9212661	6
04119691	6040 W AVE L	LANCASTER	HER	9207739	4
04122238	42121 N 60TH ST WEST	LANCASTER	NEP	36197879	10 DC X
04122250	7013 W AVE M	LANCASTER	HER	9210358	4
04122253	7013 W AVE M	LANCASTER	HER	9210047	6
04122256	6513 W AVE M	LANCASTER	HER	7097808	8
04124731	39700 N 30TH ST WEST	PALMDALE	MAS	3671469	8 DC X
04124746	2723 W RANCHO VISTA BL	PALMDALE	SEN	62717939	10 DC
04124773	2723 W RANCHO VISTA BL	PALMDALE	SEN	66035766	10 DC
04126549	3167 W RANCHO VISTA BL	PALMDALE	SEN	68357246	6 DC
04126567	3135 W RANCHO VISTA BL	PALMDALE	SEN	66218687	6 DC
04126576	3115 W RANCHO VISTA BL	PALMDALE	PRE	3044932	6 DC X
04126582	3105 W RANCHO VISTA BL	PALMDALE	BAD	91233429	6 DC X
04126591	3053 W RANCHO VISTA BL	PALMDALE	BAD	91233462	6 DC X
04126594	3027 W RANCHO VISTA BL	PALMDALE	ABB	11838998	6 DC X
04126606	3011 W RANCHO VISTA BL	PALMDALE	BAD	91233454	6 DC X
04131712	3905 W CLUB RANCHO DR	PALMDALE	SEN	56017328	8 DC
04133002	3650 W BOLZ RANCH RD	PALMDALE	SEN	69326867	6 DC
04432528	1834 W AVE J	LANCASTER	NEP	85724482	6 DC
04647676	314 E AVE K-4	LANCASTER	SEN	70845474	6 DC
04647679	244 E AVE K-4	LANCASTER	SEN	68848187	6 DC
04647682	428 E AVE L8	LANCASTER	NEP	70223780	10
04647892	44927 N DATE AV	LANCASTER	SEN	67852651	6 DC
04647895	661 W LANCASTER BL	LANCASTER	BAD	34443327	6 DC
04647901	44835 N ELM AV	LANCASTER	NEP	86409417	8 DC
04647928	43322 N GINGHAM AV	LANCASTER	SEN	68100865	8 DC
04647934	43521 N 13TH ST WEST	LANCASTER	SEN	68848181	8 DC
24135513	33811 N 128TH ST EAST	PEARBLOSSOM	HER	5372892	8
24135594	34415 N METTER CT	PEARBLOSSOM	NEP	31922384	4
24135957	33922 N 121ST ST EAST	PEARBLOSSOM	HER	9208281	4
27136368	10252 E AVE S	LITTLEROCK	NEP	19876023	3 DC
27137805	10353 E AVE S-14	LITTLEROCK	AMC	15513881	6 DC
27139764	9330 E AVE U	LITTLEROCK	ROC	1314105	4
27139821	8905 E AVE U	LITTLEROCK	NEP	44108983	4 DC
27139968	8821 E PEARBLOSSOM HWY	LITTLEROCK	PRE	9016357	4 DC
27139980	35266 N 87TH ST EAST	LITTLEROCK	NEP	36575468	4 DC
27139995	10400 E AVE U	LITTLEROCK	SEN	69808536	8 DC
27139998	10400 E AVE U	LITTLEROCK	SEN	69808535	8 DC
29140556	17300 W PACIFIC CST HWY	MALIBU	SEN	44058616	4 DC
29142587	CONTROL BIG ROCK	MALIBU	SEN	01398193	8
29142608	3504 S LAS FLRS CYN RD	MALIBU	NEP	75598	3 DC
29143472	21150 W PACIFIC CST HWY	MALIBU	NEP	36124091	6 DC
29144423	137 S TOPANGA CYN BL	TOPANGA	SEN	66951864	4 DC
29144864	141 S TOPANGA CYN BL	TOPANGA	NEP	36575452	4 DC
29146412	22871 W SADDLE PEAK RD	TOPANGA	NEP	36466411	8 DC



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**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

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29147957	120 S TOPANGA CYN BL	TOPANGA	SEN	67161223	10 DC
29148302	20825 W ENTRADA RD	TOPANGA	HER	9804994	4
29148302	20825 W ENTRADA RD	TOPANGA	HER	9804994	4
29150240	3360 N TOPANGA CYN BL	TOPANGA	HER	9216302	4
29151248	W MINDANAO WY	MARINA DEL REY	BAD	96154894	6
29151251	WILSON & WASH	MARINA DEL REY	HER	874348	8
29151254	W MINDANAO WY	MARINA DEL REY	BAD	96154901	6
29151263	3900 S VIA DOLCE	MARINA DEL REY	NEP	90146640	6
29151266	3900 S VIA DOLCE	MARINA DEL REY	NEP	90146644	6
29151269	WASH & WILSON	MARINA DEL REY	NEP	70206254	4
29151272	WILSON & WASH	MARINA DEL REY	NEP	70205268	6
29151275	WILSON & WASH	MARINA DEL REY	NEP	70203578	8
29151284	22626 W PACIFIC CST HWY	MALIBU	NEP	36124084	4 DC
29151293	22548 W PACIFIC CST HWY	MALIBU	HER	9210710	3
29151296	22548 W PACIFIC CST HWY	MALIBU	NEP	36466417	6 DC
29151977	21643 W RAMBLA VISTA	MALIBU	HER	3444838	6 DC
29152580	22917 W PACIFIC CST HWY	MALIBU	ROC	41338803	4 DC
29152601	22601 W PACIFIC CST HWY	MALIBU	NEP	FN1875	8 DC
29152661	22809 W PACIFIC CST HWY	MALIBU	MAS	1618779	6 DC
29152670	22619 W PACIFIC CST HWY	MALIBU	SEN	51345626	10 DC
29152682	24001 DEVILLE WAY	MALIBU	NEP	78174747	8 DC
29152913	23359 W PACIFIC CST HWY	MALIBU	HER	26751657	8 DC
29152931	3806 S CROSS CREEK RD	MALIBU	HER	4255801	6 DC
29152964	3939 S CROSS CREEK RD	MALIBU	SEN	68326183	4 DC
29152994	23533 W CIVIC CENTER WY	MALIBU	HER	9211600	4
29152997	23533 W CIVIC CENTER WY	MALIBU	ROC	4801006	10 DC
29153012	23825 W STUART RANCH RD	MALIBU	SEN	44957647	8 DC
29153015	23901 W CIVIC CENTER WY	MALIBU	HER	51076525	3
29153015	23901 W CIVIC CENTER WY	MALIBU	HER	51076525	6
29153018	23901 W CIVIC CENTER WY	MALIBU	BAD	32315914	8 DC
29153036	3901 S CIVIC CENTER WY	MALIBU	SCO	29DC1	8 DC
29153096	3835 S CROSS CREEK RD	MALIBU	ABB	1253588	6 DC
29153111	23410 W CIVIC CENTER WY	MALIBU	ROC	21706922	6 DC
29153132	3601 W VISTA PACIFICA	MALIBU	HER	D025409	10 DC
29153141	3657 S CROSS CREEK RD	MALIBU	ROC	38980216	6 DC
29153156	23805 W STUART RANCH RD	MALIBU	ROC	42967084	8 DC
29153519	23960 W MALIBU KNOLLS RD	MALIBU	SEN	67140193	4 DC
29153639	3011 S MALIBU CYN RD	MALIBU	HER	7221092	4
29153642	3011 S MALIBU CYN RD	MALIBU	HER	7209324	10 DC
29153645	3011 S MALIBU CYN RD	MALIBU	HER	7210074	10 DC
29153657	24255 W PACIFIC CST HWY	MALIBU	HER	9207731	6
29153657	24255 W PACIFIC CST HWY	MALIBU	HER	9207731	10
29153669	24255 W PACIFIC CST HWY	MALIBU	HER	9214084	6
29153669	24255 W PACIFIC CST HWY	MALIBU	HER	9214084	10
29153711	25801 W PACIFIC CST HWY	MALIBU	HER	5426764	4
29153711	25801 W PACIFIC CST HWY	MALIBU	HER	5426764	6
29153723	3900 S SOLSTICE CORRAL	MALIBU	HER	42388346	4
29153744	27431 W CALICUT RD	MALIBU	HER	9057963	4
29153744	27431 W CALICUT RD	MALIBU	HER	9057963	8
29153861	24404 W SEAVER DR	MALIBU	SEN	47686351	4 DC
29153864	24311 W BAXTER DR	MALIBU	HER	9211596	4
29153867	24361 1/2 W BAXTER DR	MALIBU	NEP	42638916	8 DC

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
29153870	24376 W BAXTER DR	MALIBU	HER	7029217	4
29153888	3750 S JOHN TYLER DR	MALIBU	SEN	67041362	4 DC
29153894	24405 W SEAVER DR	MALIBU	HER	19085	8 DC
29153903	24460 W SEAVER DR	MALIBU	HER	5914187	4 DC
29154014	24251 W BAXTER DR	MALIBU	HER	9057642	4
29154014	24251 W BAXTER DR	MALIBU	HER	9057642	8
29154017	3750 S JOHN TYLER DR	MALIBU	SEN	46556961	8 DC
29154020	24415 W SEAVER DR	MALIBU	BAD	16632559	8 DC
29154098	24855 W PACIFIC CST HWY	MALIBU	BAD	29765857	10 DC
29154398	6170 S RAMIREZ CYN RD	MALIBU	BAD	33963612	8 DC
29154596	6146 S RAMIREZ CYN RD	MALIBU	SEN	52235334	8 DC
29154731	5812 S ZUMIREZ DR	MALIBU	ROC	39091474	8 DC
29154830	6464 W RAMIREZ MESA DR	MALIBU	HER	5335607	6
29154875	6100 S ZUMIREZ DR	MALIBU	HER	7236395	4
29154875	6100 S ZUMIREZ DR	MALIBU	HER	7236395	8
29154893	28711 W PACIFIC CST HWY	MALIBU	HER	13359	8 DC
29155151	28965 W PACIFIC CST HWY	MALIBU	HER	9207879	3
29155151	28965 W PACIFIC CST HWY	MALIBU	HER	9207879	6
29155196	6435 S ZUMIREZ DR	MALIBU	SEN	44058931	10 DC
29155277	6464 W RAMIREZ MESA DR	MALIBU	HER	5335608	6
29155316	28551 W PACIFIC CST HWY	MALIBU	NEP	36086341	10 DC
29155319	28551 W PACIFIC CST HWY	MALIBU	NEP	36086344	10 DC
29155439	5932 S BUSCH DR	MALIBU	HER	5801621	8 DC
29155457	6100 S BUSCH DR	MALIBU	SEN	45027917	8 DC
29156414	6225 S MERRITT DR	MALIBU	SEN	44957692	10 DC
29156504	30532 W MORNING VIEW DR	MALIBU	SEN	48565940	8 DC
29156507	30215 W MORNING VIEW DR	MALIBU	SEN	48172348	8 DC
29156684	30215 W MORNING VIEW DR	MALIBU	HER	7165751	4
29157167	6353 S BUSCH DR	MALIBU	ROC	38980252	8 DC
29157194	30745 W PACIFIC CST HWY	MALIBU	NEP	47896082	8 DC
29157911	23394 CATALINA DRIVE	MALIBU	BAD	18661369	6 DC
29157914	23394 CATALINA DRIVE	MALIBU	SEN	60402918	4 DC
29157917	23394 CATALINA DRIVE	MALIBU	BAD	60191552	6 DC
29157920	23394 CATALINA DRIVE	MALIBU	SEN	59067760	4 DC
29157923	23394 CATALINA DRIVE	MALIBU	SEN	60814820	4 DC
29157926	23394 CATALINA DRIVE	MALIBU	BAD	60007447	4 DC
29157929	23394 CATALINA DRIVE	MALIBU	BAD	60007450	4 DC
29157932	23394 CATALINA DRIVE	MALIBU	SEN	60402936	4 DC
29157935	EXEC.CNTR CATALINA DRIVE	MALIBU	ABB	11833004	6 DC
29157959	GR SCH EP BUILDING	MALIBU	ABB	11850921	6 DC
29157986	24552 DC VIA DE CASA	MALIBU	WIL	60814775	4 DC
29157995	24556 DC VIA DE CASA	MALIBU	WIL	60567290	4 DC
29158004	24560 DC VIA DE CASA	MALIBU	WIL	60686775	4 DC
29158007	VIA DECAS AT VIA PACIFICA	MALIBU	ABB	11842599	6 DC
29158013	24562 DC VIA DE CASA	MALIBU	WIL	60686797	4 DC
29158016	24566 S VIA DE CASA	MALIBU	WIL	60814777	4 DC
29158019	24571 VIA DE CASA	MALIBU	WIL	60686790	4 DC
29158025	24569 DC VIA DE CASA	MALIBU	WIL	60686789	4 DC
29158034	24565 DC VIA DE CASA	MALIBU	WIL	60866796	4 DC
29158043	24561 DC VIA DE CASA	MALIBU	WIL	60686833	4 DC
29158046	24500 DC MARIPOSA POOL HS	MALIBU	SEN	60686793	4 DC
29158049	24500 DC MARIPOSA CIRCLE	MALIBU	WIL	60686787	4 DC

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

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29158076	24543 DC MARIPOSA CIRCLE	MALIBU	WIL	60686791	4 DC
29158085	24539 DC MARIPOSA CIRCLE	MALIBU	WIL	60686794	4 DC
29158088	24529 DC MARIPOSA CIRCLE	MALIBU	WIL	60686798	4 DC
29158133	24517 DC MARIPOSA CIRCLE	MALIBU	WIL	60686773	4 DC
29158142	24507 DC MARIPOSA CIRCLE	MALIBU	WIL	61993899	4 DC
29158154	24400 DC CHAPARRAL	MALIBU	WIL	60814779	4 DC
29158163	24419 DC CHAPARRAL	MALIBU	WIL	60814832	4 DC
29158196	24401 DC CHAPARRAL	MALIBU	WIL	60814776	4 DC
29158307	31217 W BAILARD RD	MALIBU	SEN	4555057	8 DC
29158424	31499 W PACIFIC CST HWY	MALIBU	SEN	63467368	8 DC
29158442	31537 W PACIFIC CST HWY	MALIBU	AMC	17654373	8 DC
29158505	31234 W BAILARD RD	MALIBU	ROC	30431343	8 DC
29158751	6406 W LUNITA RD	MALIBU	ABB	10911995	10 DC
29158814	33905 W PACIFIC CST HWY	MALIBU	HER	9058739	3
29158814	33905 W PACIFIC CST HWY	MALIBU	HER	9058739	6
29159192	32058 W PACIFIC CST HWY	MALIBU	HER	5518	8 DC
29159240	33064 W PACIFIC CST HWY	MALIBU	SEN	44420519	8 DC
29160080	29900 W PACIFIC CST HWY	MALIBU	HER	9210349	4
29160092	6825 S WESTWARD BCH RD	MALIBU	HER	9055676	3
29160728	28824 W CLIFFSIDE DR	MALIBU	SEN	44477979	4 DC
29161262	6955 S FERNHILL DR	MALIBU	ROC	1385065	4
29161499	29160 W HEATHERCLIFF RD	MALIBU	ROC	40380054	8 DC
29161520	29211 W HEATHERCLIFF RD	MALIBU	ROC	31966402	8 DC
29161571	29500 W HEATHERCLIFF RD	MALIBU	ROC	1373985	10
29161697	29221 W HEATHERCLIFF RD	MALIBU	NEP	87857042	8 DC
29161724	29239 W HEATHERCLIFF RD	MALIBU	HER	5752642	4 DC
29162081	29671 W ZUMA BAY WY	MALIBU	HER	9205057	4
29162081	29671 W ZUMA BAY WY	MALIBU	HER	9205057	8
29162144	28102 W SEA LN	MALIBU	ROC	19233953	8 DC
29162159	26688 W SEAGULL WY	MALIBU	NEP	70185883	6
29162174	28128 W PACIFIC CST HWY	MALIBU	HER	9207732	6
29162183	28128 W PACIFIC CST HWY	MALIBU	HER	4869263	6
29162192	28128 W PACIFIC CST HWY	MALIBU	HER	9308951	4
29162192	28128 W PACIFIC CST HWY	MALIBU	HER	9308951	6
29162195	28128 W PACIFIC CST HWY	MALIBU	HER	7177400	4
29162198	28128 W PACIFIC CST HWY	MALIBU	HER	9205144	4
29162240	28036 W SEA LN	MALIBU	MAS	1810281	8 DC
29162570	26611 W SEAGULL WY	MALIBU	NEP	70199350	6
29162948	23852 W PACIFIC CST HWY	MALIBU	ROC	35712743	6 DC
29162951	23805 W MALIBU RD	MALIBU	ROC	38552355	10 DC
29162954	23755 W MALIBU RD	MALIBU	NEP	51444859	6 DC
29162966	23725 W MALIBU RD	MALIBU	NEP	86409439	6 DC
29163137	25000 W MALIBU RD	MALIBU	NEP	38767017	3 DC
29163140	26502 W LATIGO SHORE DR	MALIBU	MAS	1566212	8 DC
29163596	22878 W PACIFIC CST HWY	MALIBU	NEP	47944259	4 DC
29163986	23200 W PACIFIC CST HWY	MALIBU	HER	9210711	3
29164013	23000 W PACIFIC CST HWY	MALIBU	HER	9100838	3
29648090	27952 W PACIFIC CST HWY	MALIBU	NEP	71343384	8 DC
33164553	9650 E PALMDALE BL	LITTLEROCK	HER	07122573	4 DC
33164556	9650 E PALMDALE BL	LITTLEROCK	HER	9058287	4
33164970	9030 E AVE Q-12	LITTLEROCK	NEP	36575540	4 DC
33165666	10833 E AVE R	LITTLEROCK	HER	8029345	6

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
33165669	10833 E AVE R	LITTLEROCK	BAD	90425336	10 DC
33167223	37721 N 100TH ST EAST	LITTLEROCK	SEN	67347587	8 DC
33168417	38161 N 90TH ST EAST	LITTLEROCK	NEP	34428377	4 DC
34168645	340 W RANCHO VISTA BL	PALMDALE	PRE	9084211	8 DC X
34168648	320 W RANCHO VISTA BL	PALMDALE	PRE	9084208	8 DC X
34168660	330 W RANCHO VISTA BL	PALMDALE	PRE	9084206	8 DC X
34168663	442 W RANCHO VISTA BL	PALMDALE	NEP	36856837	8 DC X
34168672	422 W RANCHO VISTA BL	PALMDALE	PRE	9084210	8 DC X
34168705	530 W RANCHO VISTA BL	PALMDALE	SEN	55382801	10 DC
34168720	39501 N 5TH ST WEST	PALMDALE	HER	6047107	8 DC X
34169368	39525 N 10TH ST WEST	PALMDALE	MAS	4362884	10 DC
34170178	39066 N PALM TREE WY	PALMDALE	HER	9211606	4
34170181	39066 N PALM TREE WY	PALMDALE	BAD	05213653	10 DC X
34170421	1105 W BEECHDALE DR	PALMDALE	HER	9058960	6
34170421	1105 W BEECHDALE DR	PALMDALE	HER	9058960	10
34172098	39305 N SUMMERWIND DR	PALMDALE	HER	7236117	4
34172347	39305 N SUMMERWIND DR	PALMDALE	HER	08158159	10 DC X
34174858	39800 N COUNTRY CLUB DR	PALMDALE	ABB	12535597	8 DC X
34174861	39800 N COUNTRY CLUB DR	PALMDALE	HER	9214544	6
34174873	39927 N GOLFERS DR	PALMDALE	HER	9214542	6
34174876	39927 N GOLFERS DR	PALMDALE	HER	5443982	10 DC X
34176013	39630 N FAIRWAY DR	PALMDALE	SEN	68738593	8 DC
34176922	39546 N 23RD ST WEST	PALMDALE	NEP	35922910	8 DC X
34177567	39625 N 20TH ST WEST	PALMDALE	SEN	66957469	10 DC
34179277	1131 W RANCHO VISTA BL	PALMDALE	HER	89025761	8 DC X
34179280	1233 W RANCHO VISTA BL	PALMDALE	HER	89025999	8 DC X
34179283	1233 W RANCHO VISTA BL	PALMDALE	HER	89025993	8 DC X
34179286	1301 W RANCHO VISTA BL	PALMDALE	HER	89026040	8 DC X
34179289	1233 W RANCHO VISTA BL	PALMDALE	HER	89025995	8 DC X
34179292	1233 W RANCHO VISTA BL	PALMDALE	HER	89026001	8 DC X
34179295	1123 W RANCHO VISTA BL	PALMDALE	HER	89025996	8 DC X
34179298	1233 W RANCHO VISTA BL	PALMDALE	HER	89026002	8 DC X
34179301	1233 W RANCHO VISTA BL	PALMDALE	HER	89026010	8 DC X
34179304	1345 W RANCHO VISTA BL	PALMDALE	HER	89025954	8 DC X
34179307	1453 W RANCHO VISTA BL	PALMDALE	HER	89026038	8 DC X
34179310	1233 W RANCHO VISTA BL	PALMDALE	HER	89026008	8 DC X
34179394	1233 W RANCHO VISTA BL	PALMDALE	NEP	100411	8 DC X
34179397	1233 W RANCHO VISTA BL	PALMDALE	SEN	67492890	8 DC X
34179400	1247 W RANCHO VISTA BL	PALMDALE	HER	89025759	8 DC X
34179436	1051 W RANCHO VISTA BL	PALMDALE	NEP	36477470	4 DC X
34179442	1041 W RANCHO VISTA BL	PALMDALE	SEN	45718548	6 DC X
34179451	1305 W RANCHO VISTA BL	PALMDALE	HER	89171501	8 DC X
34179469	1011 W RANCHO VISTA BL	PALMDALE	NEP	47934	6 DC
34179475	1401 W RANCHO VISTA BL	PALMDALE	NEP	47942	8 DC X
34179490	1173 W RANCHO VISTA BL	PALMDALE	BAD	32443541	4 DC
34179499	1061 W RANCHO VISTA BL	PALMDALE	NEP	40820616	4 DC
34179502	1201 W RANCHO VISTA BL	PALMDALE	NEP	41322894	10 DC
34179508	1335 W RANCHO VISTA BL	PALMDALE	NEP	42757310	10 DC
34179517	1255 W RANCHO VISTA BL	PALMDALE	SEN	53623736	8 DC
34179520	1161 W RANCHO VISTA BL	PALMDALE	MAS	3671483	4 DC
34179778	1205 W RANCHO VISTA BL	PALMDALE	BAD	32763053	6 DC
34179784	1215 W RANCHO VISTA BL	PALMDALE	SEN	67620759	10 DC

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
34179790	1311 W RANCHO VISTA BL	PALMDALE	SEN	66342956	6 DC
34179799	1475 W RANCHO VISTA BL	PALMDALE	SEN	66957472	10 DC
34179811	1309 W RANCHO VISTA BL	PALMDALE	SEN	66111511	10 DC
34179820	1325 W RANCHO VISTA BL	PALMDALE	SEN	3916543	6 DC
34181284	38958 N CARRIAGE WY	PALMDALE	SEN	66081952	10 DC
34181341	39012 N CARRIAGE WY	PALMDALE	NEP	34428382	8 DC X
34181344	421 W AUTO CENTER DR	PALMDALE	PRE	9122272	8 DC X
34181350	412 W AUTO VISTA DR	PALMDALE	PRE	9053497	8 DC X
34181353	39050 N CARRIAGE WY	PALMDALE	MAS	4362643	10 DC
34181362	455 W AUTO VISTA DR	PALMDALE	NEP	33659254	8 DC X
34181365	438 W AUTO VISTA DR	PALMDALE	PRE	9122274	8 DC X
34181368	451 W AUTO CENTER DR	PALMDALE	PRE	9122273	8 DC X
34181389	520 W AUTO CENTER DR	PALMDALE	SEN	66766799	10 DC
34181413	815 W AUTO CENTER DR	PALMDALE	SEN	66373922	10 DC
34181431	39115 N TRADE CENTER DR	PALMDALE	SEN	68100867	10 DC
34181437	39115 N TRADE CENTER DR	PALMDALE	SEN	68100870	10 DC
34181464	610 W COMMERCE AV	PALMDALE	SEN	66957473	10 DC
34181488	38940 N TRADE CENTER DR	PALMDALE	BAD	18697699	8 DC
34181497	600 W TECHNOLOGY DR	PALMDALE	MAS	5254858	10 DC
34181542	401 W AUTO VISTA DR	PALMDALE	MAS	3916544	6 DC X
34181554	407 W PALMDALE BL	PALMDALE	NEP	25396325	6 DC X
34181569	445 W PALMDALE BL	PALMDALE	HER	5197610	6 DC X
34181572	38630 N 5TH ST WEST	PALMDALE	ROC	39409642	6 DC X
34181575	38630 N 5TH ST WEST	PALMDALE	HER	7228452	4
34181602	LOT 25 W AVE P-8	PALMDALE	HER	92162061	6
34181611	LOT 22 N 5TH ST WEST	PALMDALE	HER	9215318	4
34181626	525 W AVE P-4	PALMDALE	SEN	52822902	8 DC
34181734	39258 N 10TH ST WEST	PALMDALE	SEN	55872082	6 DC
34181737	39228 N 10TH ST WEST	PALMDALE	SEN	56543343	6 DC
34181740	39212 N 10TH ST WEST	PALMDALE	SEN	56017319	6 DC
34181743	39180 N 10TH ST WEST	PALMDALE	SEN	48172362	6 DC
34181749	39330 N 10TH ST WEST	PALMDALE	NEP	47712046	8 DC X
34181755	39352 N 10TH ST WEST	PALMDALE	NEP	45626631	8 DC X
34181761	39450 N 10TH ST WEST	PALMDALE	HER	05070953	6 DC X
34181776	730 W RANCHO VISTA BL	PALMDALE	MAS	3877847	6 DC
34181779	39500 N LOWES DR	PALMDALE	SEN	55647474	10 DC
34181794	39428 N TRADE CENTER DR	PALMDALE	HER	06220442	10 DC
34181818	39522 N 10TH ST WEST	PALMDALE	SEN	55930221	10 DC
34181830	641 W PALMDALE BL	PALMDALE	SEN	62345224	8 DC
34181836	38960 N TRADE CENTER DR	PALMDALE	SEN	62722712	8 DC
34181845	39438 N TRADE CENTER DR	PALMDALE	SEN	62722701	6 DC
34181854	39432 N TRADE CENTER DR	PALMDALE	SEN	62722703	8 DC
34181860	420 W WEST PARK DR	PALMDALE	SEN	68244573	8 DC
34181863	39375 N 5TH ST WEST	PALMDALE	NEP	85724485	10 DC
34183972	38440 N 5TH ST WEST	PALMDALE	SEN	67620756	10 DC
34184071	520 W PALMDALE BL	PALMDALE	NEP	79641576	6 DC X
34184077	520 W PALMDALE BL	PALMDALE	MAS	3872231	6 DC X
34184098	430 W PALMDALE BL	PALMDALE	NEP	51130443	10 DC X
34184101	300 W PALMDALE BL	PALMDALE	HER	9116206	4
34184104	300 W PALMDALE BL	PALMDALE	NEP	47711971	10 DC X
34184125	600 W PALMDALE BL	PALMDALE	SEN	55872102	6 DC
34184131	380 W PALMDALE BL	PALMDALE	SEN	63495556	10 DC

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

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34184359	38660 N MEDICAL CNTR DR	PALMDALE	SEN	68383246	10 DC
34184362	38600 N MEDICAL CNTR DR	PALMDALE	SEN	68383229	10 DC
34184395	38530 N TIERRA SUBIDA AV	PALMDALE	MAS	6253593	10 DC
34184404	450 W PALMDALE BL	PALMDALE	SEN	68100864	8 DC
34184422	607 W AVE Q	PALMDALE	BAD	05213682	10 DC
34185118	40015 N SIERRA HWY	PALMDALE	PRE	8924445	8 DC X
34185133	39959 N SIERRA HWY	PALMDALE	PRE	8924442	8 DC X
34185136	801 E BLACKBIRD DR	PALMDALE	SEN	46531516	8 DC
34186351	2740 W AVE P-8	PALMDALE	BAD	90981683	8 DC X
34186354	2740 W AVE P-8	PALMDALE	HER	9017622	4
34186357	39055 N 25TH ST WEST	PALMDALE	BAD	90981703	10 DC X
34186360	39055 N 25TH ST WEST	PALMDALE	NEP	31926292	6
34187227	38737 N OCOTILLO SCHL DR	PALMDALE	NEP	46842812	10 DC
34187230	38737 N OCOTILLO SCHL DR	PALMDALE	NEP	35398217	8 DC X
34187233	38737 N OCOTILLO SCHL DR	PALMDALE	HER	7222849	4
34187662	38727 N TIERRA SUBIDA AV	PALMDALE	SEN	47254866	10 DC X
34188847	630 W ST ANDREWS WY	PALMDALE	SEN	64589286	8 DC
34188853	40222 N LA QUINTA LN	PALMDALE	SEN	66081953	8 DC
34188859	40242 N LA QUINTA LN	PALMDALE	SEN	66081951	8 DC
34188868	40360 N LA QUINTA LN	PALMDALE	SEN	64057576	8 DC
34188871	660 W AVE O	PALMDALE	SEN	57879786	10 DC
34188886	39950 N 10TH ST WEST	PALMDALE	BAD	29765820	6 DC
34188922	39940 N 10TH ST WEST	PALMDALE	SEN	61010774	8 DC
34188928	39940 N 10TH ST WEST	PALMDALE	SEN	61010780	8 DC
34188961	410 W GRAND CYPRESS AV	PALMDALE	SEN	65701173	6 DC
34188967	346 W GRAND CYPRESS AV	PALMDALE	SEN	67347619	6 DC
34188970	320 W GRAND CYPRESS AV	PALMDALE	SEN	65903014	6 DC
34188979	250 W GRAND CYPRESS AV	PALMDALE	SEN	66035782	10 DC
34188991	150 W GRAND CYPRESS AV	PALMDALE	SEN	66081950	10 DC
34189000	114 W GRAND CYPRESS AV	PALMDALE	SEN	61853272	10 DC
34189009	40355 N DELTA LN	PALMDALE	SEN	62394564	10 DC
34189018	305 W GRAND CYPRESS AV	PALMDALE	SEN	65648226	8 DC
34189024	385 W GRAND CYPRESS AV	PALMDALE	SEN	62722709	10 DC
34189033	39626 N 10TH ST WEST	PALMDALE	MAS	3916546	10 DC X
34189063	40130 N 10TH ST WEST	PALMDALE	SEN	64589278	8 DC
34647766	38921 N TRADE CENTER DR	PALMDALE	SEN	67322333	10 DC
34648384	PARCEL 2 N TRADE CENTER DR	PALMDALE	SEN	69676721	8 DC
34648387	PARCEL 1 W AUTO CENTER DR	PALMDALE	SEN	67322331	8 DC
34648393	PARCEL 1 N 5TH ST WEST	PALMDALE	SEN	69808533	8 DC
35194058	41625 N 170TH ST EAST	LANCASTER	PRE	LO37901	8 DC
35194079	17341 E AVE J	LANCASTER	HER	8003900	4 DC
36194754	30300 W ARLINGTON ST	CASTAIC	HER	9216301	4
36194754	30300 W ARLINGTON ST	CASTAIC	HER	9216301	8
36195063	30000 W HASLEY CYN RD	CASTAIC	HER	9301805	6
37198666	730 W SIERRA HWY	ACTON	SEN	53623700	10 DC
37198696	1535 W SIERRA HWY	ACTON	HER	9503930	4
37198696	1535 W SIERRA HWY	ACTON	HER	9503930	8
37199230	2501 W SIERRA HWY	ACTON	HER	19645085	6 DC
37199968	3720 W SIERRA HWY	ACTON	SEN	66111520	4 DC
37201354	33630 N RED ROVER MINE	ACTON	SEN	50716048	8 DC
37201357	33630 N RED ROVER MINE	ACTON	SEN	55647413	10 DC
37201399	30500 N ARRASTRE CYN RD	ACTON	HER	9404025	6

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
37201402	30500 N ARRASTRE CYN RD	ACTON	HER	9401708	6
37202176	3620 W ANTELOPE WDS RD	ACTON	MAS	1679904	8 DC
37202185	33105 N SANTIAGO RD	ACTON	HER	7235853	4
37202185	33105 N SANTIAGO RD	ACTON	HER	7235853	8
37202248	2451 W SOLEDAD CYN RD	ACTON	HER	9401706	6
37202416	3015 W SACRAMENTO AV	ACTON	SEN	69134037	8 DC
37202830	2210 W SOLEDAD CYN RD	ACTON	SEN	66101719	10 DC
37432627	33792 N CROWN VALLEY RD	ACTON	SEN	68848174	6 DC
38203529	16310 E AVE Q	PALMDALE	HER	9301666	4
38204999	16943 E AVE P	PALMDALE	NEP	19061869	6 DC
38205395	39939 N 170TH ST EAST	PALMDALE	SEN	69648312	4 DC
38206313	39501 N 180TH ST EAST	PALMDALE	SEN	57438279	8 DC
38206319	39501 N 180TH ST EAST	PALMDALE	SEN	55927343	8 DC
38206325	39501 N 180TH ST EAST	PALMDALE	SEN	57438280	8 DC
38206328	18020 E AVE O	PALMDALE	HER	9210345	4
38206331	18020 E AVE O	PALMDALE	NEP	100257	6 DC
38208812	40599 N 150TH ST EAST	LANCASTER	SEN	67041282	10 DC
38212499	41199 N 170TH ST EAST	LANCASTER	NEP	30781482	6
39215022	12828 E AVE W	PEARBLOSSOM	HER	9300128	4
80215436	4700 S ADMIRALTY WY	MARINA DEL REY	SEN	63904222	6 DC
80215454	13555 W FIJI WY	MARINA DEL REY	HER	9056738	3
80215457	13645 W FIJI WY	MARINA DEL REY	HER	9058725	3
80215457	13645 W FIJI WY	MARINA DEL REY	HER	9058725	6
80215490	13900 W FIJI WY	MARINA DEL REY	HER	9057041	3
80215490	13900 W FIJI WY	MARINA DEL REY	HER	9057041	6
80215502	4676 S ADMIRALTY WY	MARINA DEL REY	HER	4869262	6
80215505	4640 S ADMIRALTY WY	MARINA DEL REY	NEP	1928235	3
80215508	4640 S ADMIRALTY WY	MARINA DEL REY	NEP	1928236	3
80215508	4640 S ADMIRALTY WY	MARINA DEL REY	NEP	1928236	3
80215520	4558 S ADMIRALTY WY	MARINA DEL REY	HER	3958606	3
80215529	4100 S ADMIRALTY WY	MARINA DEL REY	ROC	36538041	8 DC
80215532	4100 S ADMIRALTY WY	MARINA DEL REY	GRI	06086894	8 DC
80215538	4100 S ADMIRALTY WY	MARINA DEL REY	HER	7155651	4
80215541	4169 S VIA MARINA	MARINA DEL REY	NEP	1928130	10
80215544	4201 S VIA MARINA	MARINA DEL REY	HER	9101611	3
80215544	4201 S VIA MARINA	MARINA DEL REY	HER	9101611	6
80215547	4265 S VIA MARINA	MARINA DEL REY	HER	9116209	4
80215556	4210 S VIA MARINA	MARINA DEL REY	HER	7448899	8 DC
80215562	4139 S VIA DOLCE	MARINA DEL REY	NEP	31928253	8
80215565	4111 S ADMIRALTY WY	MARINA DEL REY	HER	9058738	3
80215565	4111 S ADMIRALTY WY	MARINA DEL REY	HER	9058738	6
80215571	4111 S VIA MARINA	MARINA DEL REY	NEP	31928221	8
80215577	13555 W FIJI WAY	MARINA DEL REY	SEN	57056460	4 DC
80215580	4640 S VIA MARINA	MARINA DEL REY	NEP	31928260	8
80215583	4640 S VIA MARINA	MARINA DEL REY	NEP	31928198	8
80215586	4500 S VIA MARINA	MARINA DEL REY	HER	3006245	6 DC
80215598	4500 S VIA MARINA	MARINA DEL REY	SEN	60455115	4 DC
80215604	4500 S VIA MARINA	MARINA DEL REY	SEN	61993419	4 DC
80215610	4500 S VIA MARINA	MARINA DEL REY	SEN	61993442	4 DC
80215613	13914 W BORA BORA WY	MARINA DEL REY	NEP	31926315	6
80215616	13914 W BORA BORA WY	MARINA DEL REY	ROC	16587180	6 DC
80215619	13914 W BORA BORA WY	MARINA DEL REY	GRI	19472799	6 DC

**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
80215622	13914 W BORA BORA WY	MARINA DEL REY	NEP	6230987	6 DC
80215631	13934 W BORA BORA WY	MARINA DEL REY	SEN	61993437	4 DC
80215634	13816 W BORA BORA WY	MARINA DEL REY	SEN	62176395	4 DC
80215658	4478 S VIA MARINA	MARINA DEL REY	HER	9100819	3
80215661	4444 S VIA MARINA	MARINA DEL REY	NEP	31928063	3
80215664	14040 W TAHITI WY	MARINA DEL REY	HER	9058727	3
80215670	14000 W TAHITI WY	MARINA DEL REY	NEP	31928069	3
80215673	13918 W TAHITI WY	MARINA DEL REY	HER	9057029	3
80215676	13800 W TAHITI WY	MARINA DEL REY	HER	5055151	6
80215679	13800 W TAHITI WY	MARINA DEL REY	HER	5401298	8 DC
80215682	13800 W TAHITI WY	MARINA DEL REY	AMC	13918973	8 DC
80215685	14015 W TAHITI WY	MARINA DEL REY	HER	9210351	4
80215688	14015 W TAHITI WY	MARINA DEL REY	HER	9205115	4
80215691	4308 S VIA MARINA	MARINA DEL REY	HER	7203806	4
80215694	14130 W MARQUESAS WY	MARINA DEL REY	HER	3006199	6 DC
80215697	14122 W MARQUESAS WY	MARINA DEL REY	NEP	1928070	3
80215700	14034 W MARQUESAS WY	MARINA DEL REY	HER	9100837	3
80215703	14024 W MARQUESAS WY	MARINA DEL REY	HER	9208280	4
80215706	13960 W MARQUESAS WY	MARINA DEL REY	BAD	32762119	10 DC
80215712	13924 W MARQUESAS WY	MARINA DEL REY	NEP	70183862	6
80215715	13900 W MARQUESAS WY	MARINA DEL REY	BAD	34304008	10 DC
80215718	13900 W MARQUESAS WY	MARINA DEL REY	NEP	70183865	6
80215721	13967 W MARQUESAS WY	MARINA DEL REY	HER	9100829	3
80215724	13967 W MARQUESAS WY	MARINA DEL REY	NEP	31928233	3
80215727	4242 S VIA MARINA	MARINA DEL REY	HER	5969355	8 DC
80215730	4242 S VIA MARINA	MARINA DEL REY	NEP	1927378	4
80215736	13950 W PANAY WY	MARINA DEL REY	HER	3005889	6 DC
80215751	13924 D W PANAY WAY	MARINA DEL REY	SEN	52825393	6 DC
80215754	13900 W PANAY WY	MARINA DEL REY	NEP	31926440	6
80215757	13900 W PANAY WY	MARINA DEL REY	NEP	47090300	8 DC
80215760	13900 W PANAY WY	MARINA DEL REY	ROC	41191316	8 DC
80215799	4135 S ADMIRALTY WY	MARINA DEL REY	HER	9301845	3
80215805	14000 W PALAWAN WY	MARINA DEL REY	HER	9205116	4
80215808	14000 W PALAWAN WY	MARINA DEL REY	HER	9207884	3
80215811	14000 W PALAWAN WY	MARINA DEL REY	NEP	31927379	4
80215814	13900 W PALAWAN WY	MARINA DEL REY	HER	9301839	3
80215814	13900 W PALAWAN WY	MARINA DEL REY	HER	9301839	6
80215817	14000 W PALAWAN WY	MARINA DEL REY	NEP	48031478	8 DC
80215820	14000 W PALAWAN WY	MARINA DEL REY	HER	9212934	3
80215823	4211 S ADMIRALTY WY	MARINA DEL REY	HER	3210852	3
80215826	4211 S ADMIRALTY WY	MARINA DEL REY	NEP	36466412	6 DC
80215829	4333 S ADMIRALTY WY	MARINA DEL REY	NEP	1926977	8
80215835	4333 S ADMIRALTY WY	MARINA DEL REY	HER	7164687	6
80215838	4333 S ADMIRALTY WY	MARINA DEL REY	HER	7164753	6
80215844	4337 S ADMIRALTY WY	MARINA DEL REY	NEP	1971610	8
80215847	4333 S ADMIRALTY WY	MARINA DEL REY	ROC	A1261645	3
80215850	4333 S ADMIRALTY WY	MARINA DEL REY	HER	9216985	4
80215850	4333 S ADMIRALTY WY	MARINA DEL REY	HER	9216985	8
80215853	14014 W TAHITI WY	MARINA DEL REY	BAD	34887305	4 DC
80215859	4451 S ADMIRALTY WY	MARINA DEL REY	HER	2916935	4 DC
80215865	4469 S ADMIRALTY WY	MARINA DEL REY	NEP	1928234	3
80215868	4469 S ADMIRALTY WY	MARINA DEL REY	SEN	58097675	8 DC



**EXHIBIT H**  
**WATERWORKS DIVISON**  
**LIST OF LARGE WATER METERS**

<b>Account Number</b>	<b>Service Address</b>	<b>City</b>	<b>Meter Make</b>	<b>Meter Number</b>	<b>Meter Size</b>
80215874	4499 S ADMIRALTY WY	MARINA DEL REY	NEP	42757282	6 DC
80215880	13505 W BALI WY	MARINA DEL REY	HER	9301842	3
80215883	13534 W BALI WY	MARINA DEL REY	NEP	1928248	8
80215889	4637 S ADMIRALTY WY	MARINA DEL REY	NEP	36575416	6 DC
80215892	13535 W MINDANAO WY	MARINA DEL REY	NEP	31928254	3
80215901	13589 W MINDANAO WY	MARINA DEL REY	HER	3394	6 DC
80215913	4375 S ADMIRALTY WY	MARINA DEL REY	HER	7231575	6
80215916	4375 S ADMIRALTY WY	MARINA DEL REY	HER	8022362	8 DC
80215922	13535 W MINDANAO WY	MARINA DEL REY	NEP	34668711	4 DC
80216078	4170 S ADMIRALTY WY	MARINA DEL REY	BAD	34347592	6 DC
80216114	13600 W MINDANAO WY	MARINA DEL REY	NEP	70191276	6
80216141	13837 W FIJI WY	MARINA DEL REY	HER	9210705	3
80648165	13800 W BORA BORA WY	MARINA DEL REY	BAD	35645384	4 DC

**EXHIBIT I**  
WATERWORKS DIVISION  
LARGE WATER METER SITE SURVEY REPORT

DATE OF SURVEY:	CATEGORY:
CUSTOMER:	ACCOUNT #: CUSTOMER #:
ADDRESS:	HOURS:
CONTACT PERSON:	PHONE:
METER MANUFACTURER: SIZE: SERIAL #:	METER LOCATION:  METER TYPE:
REGISTER READING BEFORE TEST DISC: CURRENT:  LINE PRESSURE:	REGISTER READING AFTER TEST DISC: CURRENT:
VALVES IN: OUT: BY:	CONDITION: TEST PORT: HOSE RUN:
FIRE SERVICE: GPM AT SURVEY: ACCESS: REMOTE: DEFICIENCIES:	
PRESENT AVG. MONTHLY DEMAND L: H: F:	CONT. DEMAND: PRESENT: GPM ≤ ADJUSTED: GPM:
REMARKS:  RECOMMENDATIONS:	

**EXHIBIT J**  
**WATERWORKS DIVISION**  
**LARGE WATER METER TEST FLOWS**

TURBINES						
Size	2"	3"	4"	6"	8"	10"
	4* gpm	5* gpm	10* gpm	20* gpm	35* gpm	55* gpm
	15 gpm	20 gpm	25 gpm	75 gpm	100 gpm	125 gpm
	35 gpm	50 gpm	75 gpm	250 gpm	500 gpm	500 gpm
	100 gpm	200 gpm	500 gpm	1000 gpm	1000 gpm	1,000 gpm
	200* gpm	450* gpm	1,000* gpm	2,000* gpm	2,000* gpm	2,000* gpm
* Check manufacturer's low/high capacity limit +/- 1.5%						
COMPOUNDS						
Size	2"	3"	4"	6"	8"	10"
	1 gpm	1 gpm	1.5 gpm	2 gpm	2 gpm	2 gpm
	3 gpm	4 gpm	5 gpm	10 gpm	25 gpm	30 gpm
	7 gpm	8 gpm	10 gpm	25 gpm	40 gpm	55 gpm
	10 gpm	15 gpm	18 gpm	45 gpm	60 gpm	75 gpm
	25 gpm	30 gpm	35 gpm	100 gpm	120 gpm	150 gpm
	75 gpm	75 gpm	125 gpm	350 gpm	350 gpm	350 gpm
	150 gpm	250 gpm	450 gpm	750 gpm	750 gpm	750 gpm
			850* gpm	1,000* gpm	1,000 gpm	1,000 gpm
				1,800* gpm	2,000* gpm	2,000* gpm
* Fire service compound only						
FIRE SERVICE METERS W/ COMPOUND BYPASS						
Size	2"	3"	4"	6"	8"	10"
	N/A	1 gpm	1 gpm	1 gpm	1.5 gpm	2 gpm
	N/A	3 gpm	3 gpm	4 gpm	5 gpm	10 gpm
	N/A	7 gpm	7 gpm	8 gpm	10 gpm	25 gpm
	N/A	12 gpm	12 gpm	15 gpm	18 gpm	45 gpm
	N/A	25 gpm	25 gpm	30 gpm	35 gpm	100 gpm
	N/A	45 gpm	45 gpm	75 gpm	85 gpm	250 gpm
	N/A	75 gpm	75 gpm	125 gpm	150 gpm	450 gpm
	N/A	125 gpm	125 gpm	160 gpm	275 gpm	600 gpm
	N/A	300 gpm	300 gpm	250 gpm	400 gpm	800 gpm
	N/A	500 gpm	500 gpm	500 gpm	1,000 gpm	1,200 gpm
	N/A			1,000 gpm	2,000 gpm	2,000 gpm
These flow patterns are for general use only; they should be altered to fit the specific performance pattern for each type meter. Only test equipment capable of meeting this criteria can be utilized.						