

MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE REFER TO FILE: BRC-1

November 5, 2020

NOTICE OF REQUEST FOR PROPOSALS FOR ON-CALL PRESSURE REGULATING STATION AND CONTROL VALVE MAINTENANCE SERVICES FOR NORTH MAINTENANCE AREA - DISTRICT 40 (BRC0000159)

PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Pressure Regulating Station and Control Valve Maintenance Services for North Maintenance Area - District 40 (BRC000159) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$125,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or may be requested from Ms. Amber Turner at (626) 458-4199 or aturner@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

"Do Business with Public Works" Website Registration

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

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

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference

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Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <u>http://dcba.lacounty.gov</u>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.

- 1. Proposer must have a minimum of 5 years of experience providing inspection and maintenance on pressure regulating stations and control valves.
- 2. Proposer must have a valid and active State of California issued Limited Specialty Classification License, Class C-61, D-64 Non-Specialized.
- 3. Proposer's supervisor(s) and/or employee(s) performing services under this contract must have at least 5 years of experience providing inspection and maintenance on pressure regulating stations and control valves.
- 4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP. Please note that the services requested in this contract may include both prevailing wage and nonprevailing wage work. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

There will be no proposers' conference held for this solicitation. The deadline to submit written questions for a response is <u>Thursday, November 12, 2020, by or before 5:30 p.m.</u> Please direct your questions to Ms. Turner or Mr. Pang. The deadline to submit proposals is <u>Monday, November 30, 2020, at 5:30 p.m.</u>

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IMPORTANT NOTICE

Due to the closure of Public Works Headquarters for non-County employees, submission of proposals will only be accepted electronically. Submission of hard copy proposals will not be accepted.

Electronic Submission of Proposal

You may submit proposals electronically on <u>www.bidexpress.com</u>, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files.

If proposer submits a proposal through BidExpress, proposer should not send hard copies, CDs, or any other materials to the County via mail.

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Follow us on Twitter:

We encourage you to follow us on Twitter @<u>LACoPublicWorks</u> for information on Public Works and instant updates on contracting opportunities and solicitations.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting

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

Very truly yours,

MARK PESTRELLA Director of Public Works

DANIEL J. LAFFERTY Deputy Director

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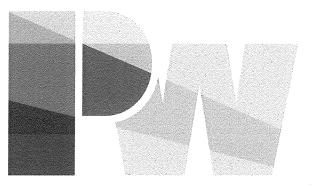
LOS ANGELES COUNTY

PUBLIC WORKS

REQUEST FOR PROPOSALS

FOR

ON-CALL PRESSURE REGULATING STATION AND CONTROL VALVE MAINTENANCE SERVICES FOR NORTH MAINTENANCE AREA (NMA) – DISTRICT 40 (BRC0000159)





LOS ANGELES COUNTY

Approved	October 28	, 2020
MARK PESTRELLA		
Director of Public Works		
Ву:	mil Laffre	ty
Deputy Director		

REQUEST FOR PROPOSALS

FOR

ON-CALL PRESSURE REGULATING STATION AND CONTROL VALVE MAINTENANCE SERVICES FOR NORTH MAINTENANCE AREA - DISTRICT 40 (BRC000159)

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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. <u>Proposers' Conference</u>

There will be no Proposers' Conference for this solicitation.

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 requirements at the time of Proposal submission:

Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.

- 1. Proposer must have a minimum of 5 years of experience providing inspection and maintenance on pressure regulating stations and control valves.
- 2. Proposer must have a valid and active State of California issued Limited Specialty Classification License, Class C-61, D-64 Non-Specialized.
- 3. Proposer's supervisor(s) and employee(s), performing services under this contract must have at least 5 years of experience providing inspection and maintenance on pressure regulating stations and control valves.
- 4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP. Please note that the services requested in this Contract may include both prevailing wage and nonprevailing wage work. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

C. <u>Contract Analyst</u>

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

Attention Ms. Amber Turner E-Mail: <u>aturner@pw.lacounty.gov</u> Telephone: (626) 458-4199

Or

Attention Mr. David Pang E-Mail: <u>dpang@pw.lacounty.gov</u> Telephone: (626) 458-7167

If it is discovered that a Proposer contacted and received material information from any County personnel, other than the Contract Analysts named in the Notice of RFP and above, regarding this solicitation, the County, 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 Code, Chapter 2.202).

E. <u>County Rights and Responsibilities</u>

The County has the right to amend this RFP by written addendum prior to the Proposal submission deadline. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. All addenda and informational updates will be posted at http://pw.lacounty.gov/brcd/servicecontracts. Please check the website frequently for any changes to this solicitation. 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. The County 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) (County Code, Chapter 2.206). The successful Proposer 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 Reduction The County's Defaulted Property Tax Program (Form PW-16). Failure to maintain compliance, or to timely cure defects. may be cause for termination of a Contract or initiation of debarment proceedings against the noncompliant Contractor (County Code, Proposals that fail to comply with the certification Chapter 2.202). requirements of the Defaulted Tax Program will be considered nonresponsive 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 Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to the Proposers' 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 Proposer 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 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 Proposer 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

- The resultant Contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, 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. <u>Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration</u>.
- 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 5 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 project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 3. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation, or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed Contract is less than

\$500,000; <u>and</u> 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 will determine, in its sole discretion, whether the Contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

L. County's Preference Programs

The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities. The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference programs to exceed 15 percent or \$150,000 in response to any County solicitation. 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 LSBE, DVBE, or SE when not qualified.

- 1. Local Small Business Enterprise (LSBE) Preference Program
 - To the extent permitted by State and Federal law and when the price a. category is scored, the County will give Local SBE preference during the solicitation process to businesses that meet the definition of an LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least 1 year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee the sizes that meet State's Department of **Control Valve Maintenance**

ontrol Valve Maintenance (BRC0000159) General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

- b. To apply for certification as an LSBE, businesses should contact the DCBA at <u>http://dcba.lacounty.gov</u>.
- c. Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
- d. 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 <u>http://www.pd.dgs.ca.gov/smbus/default</u>.
- 2. Social Enterprise (SE) Preference Program
 - a. The County will give preference during the solicitation process to businesses that meet the definition of an SE, consistent with Chapter 2.205 of the Los Angeles County Code. An SE is defined as:
 - i. A business that qualifies as an SE and has been in operation for at least 1 year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - ii. A business certified by the DCBA as an SE.
 - b. Certified SE may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
 - c. Further information on SE also available on the DCBA's website at: <u>http://dcba.lacounty.gov</u>
- 3. Disabled Veteran Business Enterprise (DVBE) Preference Program
 - a. The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with

Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- i. A business which is certified by the State of California as a DVBE; or
- ii. A business which is verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) by the Veterans Administration.
- iii. A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.
- b. The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA inclusion policy that meets the criteria set forth by the agencies above.
- c. Certified DVBE may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Form PW-9, Request for County's Preference Program Consideration and CBE Firm/Organization Information Form and submit a letter of certification from the DCBA with their Proposal.
- d. Information about the State's DVBE certification regulations is found 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 Disabled Veteran Business Certification and Resources Website at http://www.dgs.ca.gov/pd/Home.aspx.
- e. Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs website at: <u>http://www.vetbiz.gov</u>.

M. <u>Notification to County of Pending Acquisitions/Mergers by Proposing/Bidding</u> <u>Company</u>

The Proposer shall notify the County 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 that Certified Local SBE receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed and approved invoice.

O. <u>Proposer's Charitable Contributions Compliance</u>

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, fundraising 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.

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

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

Prospective County Contractors that do not complete Form PW-12 as part of the solicitation process may, in the County's sole discretion, be disqualified for Contract award. A County 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 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; any Exhibits; and Attachments. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Listing of Contractors Debarred in Los Angeles County; and Attachment 3, County of Los Angeles Lobbyist Ordinance.
- 4. Dates and times for the submission of Proposals are set forth in the Notice of Request for Proposals.

Q. <u>Security and Background Investigations</u>

Background and security 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. Vendor Registration

Proposers must register online 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 <u>https://camisvr.co.la.ca.us/webven/default.asp</u> and click on "New Registration". Being registered will assist the Proposer in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

S. <u>Time Off for Voting</u>

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than 10 days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

T. <u>Local Small Business Enterprise/Social Enterprise/Disabled Veteran Business</u> <u>Enterprise Utilization</u>

When requested by the County, the Contractor shall provide a copy of their invoice, which includes expenditure information for subcontractors utilized for Contract work which provides information requested by the County, including but not limited to: subcontractor name, business address, telephone number, email address, each subcontractor's Local Small Business Enterprise (SBE) status, Social Enterprise (SE) status, and/or Disabled Veterans Business Enterprise (DVBE) status, as applicable, and the actual monetary amount of the Contract work the subcontractor has performed.

This information shall be transmitted to the County via methods specified by the County, which may include electronic submission by one of the following methods: utilizing electronic live (or dynamic) data, utilizing a County-designated third party software system, utilizing a County approved website, or utilizing other means approved by the County. The County may request subcontractor confirmation of receipt of payment.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director of Public Works, or his designee, the Contractor is deemed to be in noncompliance with these terms and obligations, the Director or his designee, at his option, in addition to, or in lieu of, other remedies provided in the Contract, may deduct and withhold liquidated damages from County's payment to the Contractor.

U. <u>Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human</u> <u>Trafficking</u>

On October 4, 2016, the County of Los Angeles Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving Contract awards or performing services under a County Contract.

Contractors are required to complete Form PW-17, Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Exhibit B, Section 2.00, Compliance with County's Zero Tolerance Human Trafficking Policy. Further, contractors are required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

V. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information

for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

W. <u>Proposer's Acknowledgement of County's Commitment to Fair Chance</u> Employment Hiring Practices

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History Section 12952.

Contractors are required to complete Form PW-18, Compliance with Fair Chance Employment Hiring Practices Certification, certifying that they are in full compliance with Section 12952, as indicated in Section 2.RR, Compliance with Fair Chance Employment Practices, of Exhibit B. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

X. <u>Community Business Enterprise Participation</u>

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All Proposers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation. Suggested criteria include, but are not limited to, the following:

- 1. Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
- 2. Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
- 3. Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
- 4. Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of proposals.
- 5. Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
- 6. Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.
- 7. Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department of Consumer and Business Affairs (dcba.lacounty.gov or (323) 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: <u>CBESBE@dcba.lacounty.gov</u>. For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: dcba.lacounty.gov.

8. Proposer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.

- 9. Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
- 10. Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
- 11. Proposer commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. County shall be notified of any future additions in CBE participation.
- 12. Proposer is a certified CBE.
- 13. The Proposer's CBE participation shall be reflected in the CBE Form.
- 14. Public Works will answer questions from Proposers regarding CBE participation.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

Y. <u>Prevailing Wage</u>

The Contractor and Subcontractors, if any, shall not be qualified to bid on, be listed in a bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any Contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the Contract is awarded.

The County shall not accept any Proposal nor award any Contract to perform work without proof of the Proposer and Subcontractor's current DIR registration. A copy of the confirmed registration from the DIR must be attached to the Proposal. Proposals submitted by an unregistered Contractor shall be a basis for considering the Proposal nonresponsive with limited exceptions from this requirement for bid purposes only under applicable Labor Law.

An inadvertent error in listing an unregistered Subcontractor pursuant to Labor Code Section 1725.5 in a bid Proposal shall be grounds for considering the bid nonresponsive, unless:

- 1. The Subcontractor is registered prior to the bid opening.
- 2. Within 24 hours after the bid opening, the Subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

The Director of the California DIR 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 <u>www.dir.ca.gov/dlsr/pwd/index.htm</u>. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. <u>Proposal Format and Content Requirements</u>

Proposals shall be bound and presented in the sequence, with the content 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'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 materials 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, e-mail 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. The "Statement of Information" must list the corporate officers. 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.

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

FAILURE TO PREPARE AND INCLUDE AN EXPERIENCE SECTION MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Proposer's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation 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 showing the roles of all personnel involved with this Contract, if awarded, identifying each by name/position)
- Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, and any other staff involved with this Contract, if awarded
- Provide additional information for staff involved with this Contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A, Scope of Work
- Demonstrate how the Proposer complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements
- 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 County may award higher points to the Proposers that successfully demonstrated the following in their Proposal:

- Proposer's emergency contact information, methods of communication between Public Works, Proposer, its supervisor, and its field staff, and the ability to respond and provide back-up staff and equipment in emergencies.
- Proposer's detailed staffing plan to provide sufficient staffing to perform the work.
- Describe the process/procedure that will be used to identify valves and pilot assemblies that require substantial maintenance and categorize the repair type.
- Submit copies of site inspections and/or maintenance report forms that will be used to identify valve and pilot assembly conditions.
- Describe the methodology to be used for repairing or replacing valves and pilot assemblies. Provide evaluation criteria used for these repairs and replacements.
- 7. Equipment

The Proposer shall submit an inventory of all operable equipment dedicated and/or designated as primary backup to be used to accomplish the work on Form PW-19, Statement of Equipment Form, and shall provide a detailed and comprehensive narrative, that describes how the Proposer's configuration and equipment are in compliance with Exhibit A, Scope of Work. The equipment may be subject to field inspection by Public Works.

8. Subcontractors

No Subcontracting is allowed for this service.

9. Licenses

Submit copies of the Proposer's valid and active State of California issued Limited Specialty Classification License, Class C-61, D-64 Non-Specialized.

10. Insurance

Submit completed and signed Form PW-15, 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-15, Proposer affirms that the Proposer will procure, maintain, and provide the County 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.

11. 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 County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
- PW-10 GAIN and GROW Employment Commitment
- PW-11 Transmittal Form to Request a 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 Certification
- PW-13 Proposer's List of Terminated Contracts
- PW-14 Proposer's Pending Litigations and Judgments
- PW-15 Proposer's Insurance Compliance Affirmation
- PW-16 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- PW-17 Zero Tolerance Human Trafficking Policy Certification

- PW-18 Compliance with Fair Chance Employment Hiring Practices Certification
- PW-19 Statement of Equipment Form
- PW-20 Compliance with the Minimum Requirements

(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.)

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. <u>Proposal Submission</u>

Submission of hard copy proposals <u>will not</u> be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

1. You may submit proposals electronically on <u>www.bidexpress.com</u>, a secure online bidding service website. To submit your Proposals electronically, register with BidExpress, by the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the Proposal submission deadline to complete the uploading of Proposal files. If Proposer submits a Proposal through BidExpress, Proposer should not send hard copies, CDs, or any other materials to the County.

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

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. <u>Acceptance or Rejection of Proposals</u>

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/Public Works/Special Districts. The County 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, the County will not 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. <u>Altering Solicitation Document</u>

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. <u>County Responsibility</u>

The County 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'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 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 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 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 or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 4. If there is evidence that the highest-rated 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 Contracts.

E. <u>Disqualification of Proposers</u>

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. <u>Gratuities</u>

- 1. It is improper for any County 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'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 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 officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. 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 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 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. Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's Proposal will become a matter of public record when (1) Contract negotiations are complete; (2) Department receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer's Proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055. Notwithstanding the above, absent extraordinary circumstances, all Proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all Proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
- 2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective Proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of 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 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 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 officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code, Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or Contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each 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. <u>Proposer Debarment</u>
 - 1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed 5 years but may exceed 5 years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing Contracts with County, 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 or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
 - 2. If there is evidence that the highest-rated 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 5 years, that Proposer may, after the debarment has been in effect for at least 5 years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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.
- 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 5 years; (2) the debarment has been in effect for at least 5 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 Contracts.
- 9. Attachment 2 is the link to a Listing of Contractors Debarred in Los Angeles County.

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. <u>Proposer's Safety Record</u>

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. Qualifications 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

Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.

P. <u>Safely Surrendered Baby Law</u>

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 <u>www.babysafela.org</u> for printing purposes.

Q. <u>Term of Proposals</u>

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. <u>Truth and Accuracy of Representations</u>

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, Public Works, 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. <u>Contractor Independence</u>

A Proposer or its subsidiary or Subcontractor (Proposer), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer has provided advice or consultation for the solicitation. A Proposer is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

U. <u>Conflict of Interest</u>

Proposer shall comply with the provisions under County Ordinance 2.180. Failure to comply with this Paragraph may be considered a breach of contract.

Notwithstanding any other section of the Los Angeles County 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 the public agencies for which the Board of Supervisors is the governing body;
- 2. Profit-making firms or businesses in which employees described in subparagraph 1 above serve as officers, principals, partners or major shareholders;
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of subparagraph 1 above, 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 or its service specifications; and
- 4. Profit-making firms or businesses in which the former employees, described in subparagraph 3 above, serve as officers, principals, partners or major shareholders.

V. Acceptance of Terms and Conditions

Each Proposer understands and agrees that submission of Proposals in response to this RFP constitutes acknowledgment and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all addenda to the RFP.

W. Contractors with Unresolved Disallowed Costs

If Proposer's/Bidder's compliance with a County contract has been reviewed by the A-C within the last 10 years, Proposer/Bidder must not have unresolved questioned costs identified by the A-C in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

SECTION 4

EVALUATION OF PROPOSALS, AWARD, AND EXECUTION OF CONTRACT

A. <u>Award of Contract</u>

Subject to the right of the Board to make the ultimate decisions concerning the award of Contracts, the County 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 retains the right to select a Proposal other than the Proposal receiving the highest number of points, if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of the County. The recommended awardee shall sign and return the Agreement within 14 calendar days of its mailing to the recommended awardee for signature by Public Works. The recommended 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, 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. <u>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.</u>

- C. <u>Evaluation of Proposals</u>
 - 1. All responses to this RFP become the property of the County. 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 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, 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 reserves the sole right to judge the Proposer's written and oral representations and to review, evaluate, and select the successful Proposal(s).
- 4. The County may make on-site inspections of Proposer's current jobs and/or facilities.
- 5. The County, 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 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. Proposal was submitted electronically using the method described in Part I, Section 2.B, Proposal Submission.
- 2. Proposer has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed and signed Form PW-20.
- 3. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A.
- 4. Proposer have completed and signed all appropriate forms.
- 5. The County will not allow any Proposer's exceptions, additions, conditions, limitations, modifications or provisions to the RFP and Contract.

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 LSBE, DVBE, or SE Preference Programs, as applicable.

<u>LSBE, DVBE, or SE Preference Programs</u>: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-9, Request for County's Preference Programs Consideration and CBE Firm/Organization Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest price proposed will be calculated, which shall not exceed \$150,000, and that amount will be deducted from the prices submitted by all LSBE, DVBE, or SE Bidders who requested and were granted the LSBE, DVBE, or SE Preference. The LSBE, DVBE, or SE 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 Adjusted 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 Adjusted Proposed Annual Price by each other Proposer's Total Adjusted Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The Proposal with the lowest Total Adjusted Proposed Annual Price may not necessarily be awarded a Contract.

- 2. Performance History/References (10 points)
 - a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 2.5 points for each responding reference up to a total of 4 responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all Contracts with the County of Los Angeles during the previous 3 years and must identify County's Contacts for each Contract. Public Works reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

b. Potential Deductions

In addition to the references provided, the review will include the Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other 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 Contract(s), as documented by Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the

> Control Valve Maintenance (BRC0000159)

total points awarded in 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 (20 points)

Proposers will be evaluated on the Experience submitted as part of Section 2.A.5 (Experience). The evaluators may give reduced scores to any Proposer that omits or fails to sufficiently address any of the items specified in Section 2.A.5 of this RFP. 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 supervising employees 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 and a review of terminated Contract(s) reported on Form PW-13, Proposer's List of Terminated Contracts. The evaluators may consider the safety record of the Proposer 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)

Proposers will be evaluated on the Work Plan submitted as part of Section 2.A.6 (Work Plan). The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in Section 2.A.6 of this RFP. 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 work requirements.

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.

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.

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. Failure of the Proposer to designate a qualified inspector that will be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category.

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.

2. Optional Interview/Clarification

The County 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 one 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.

3. Additional Criteria

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

F. <u>Negotiation</u>

The County reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County, to achieve the most beneficial program and price for the County. The County, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible 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. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin Contract negotiations with the next highest-rated Proposer who submitted a Proposal, as determined by the County.

SECTION 5

PROTEST POLICY

A. <u>Protest Policy Review Process</u>

- 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 has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, the County 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. <u>Department Level Reviews</u>

Unless State or Federal statutes or regulations otherwise provide, the level of review as provided under the protest policy are as follows:

- Solicitation Requirements
- Disqualification Review
- Proposed Contractor Selection Review

C. <u>Solicitation Requirements Review</u>

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 is made within the time frame identified in the solicitation document (generally within ten business days of issuance of the solicitation document).

- 2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Proposal.
- 3. The request itemizes in appropriate detail, each matter contested, and factual reasons for the requested review.
- 4. The request 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 not receiving the best possible responses from prospective Proposers.
- 5. Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the department's sole discretion, be denied.
- 6. The Solicitation Requirements Review will be completed and Public Works' determination shall 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. Disgualification 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 Transmittal Form to Request a Disqualification Review within the timeframe specified in the disqualification document.
 - 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 request for a Disqualification Review is submitted within the timeframe specified in the disqualification review.
 - b. 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. <u>Debriefing Process</u>

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 time frame 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 time frame.
- 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 time frame 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. <u>Proposed Contractor Selection Review Process</u>

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 time frame 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 time frame 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 request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).

- 2. 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.
- 3. 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 time frame for requesting a review by a County Independent Review, paragraph H, below.

H. <u>County Independent Review</u>

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and time frame specified by Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

- 2. A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
 - b. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in paragraph G above.
- 3. Proposer that request a County Independent Review may not add new assertions or documentation to the assertions presented in their Proposed Contractor Selection Review. Proposers may remove assertions presented in their Proposed Contractor Selection Review if they feel that the department response has resolved their assertion.
- 4. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

P:\aepub\Service Contracts\CONTRACT\Amber\PRESSURE REGULATING STATION & CONTROL VALVE MAINTENANCE NORTH MAINTENANCE AREA (NMA) - DISTRICT 40\2020\RFP\03 PART I-STANDARD 8.24.20.doc

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 County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
- PW-10 GAIN and GROW Employment Commitment
- PW-11 Transmittal Form to Request A Solicitation Requirements Review (Submit Only If Requesting A Review.)
- PW-12 Charitable Contributions Certification
- PW-13 Proposer's List of Terminated Contracts
- PW-14 Proposer's Pending Litigations and Judgments
- PW-15 Proposer's Insurance Compliance Affirmation
- PW-16 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- PW-17 Zero Tolerance Human Trafficking Policy Certification
- PW-18 Compliance with Fair Chance Employment Hiring Practices Certification
- PW-19 Statement of Equipment Form
- PW-20 Compliance with the Minimum Requirements

ATTACHMENTS

- 1. County of Los Angeles Policy on Doing Business with Small Business
- 2. Listing of Contractors Debarred in Los Angeles County
- 3. County of Los Angeles Lobbyist Ordinance

VERIFICATION OF PROPOSAL

DATE: , 202	E: , 2020 THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:						
1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.							
2. Name of Service:							
			DECLARA	NT INFORM	ATION		
3. Name Of declarant:							
4. I Am duly vested with the auth	ority to make and	l sign instrum	ents for and or	h behalf of the	e Proposer(s).		
5. My Title, Capacity, Or Relation	nship to the Propo	oser(s) is:					
			PROPOSE	R INFORM	ATION		
6. Proposer's full legal name:						Telephone No.:	
Physical Address (NO P.O. B	OX):					Mobile No.:	
e-mail:						Fax No.:	
County WebVen No.:		IRS No	.:			Business License No	D.:
7. Proposer's fictitious business	name(s) or dba(s) (if any):					
County(s) of Registration:				State:	:	Year(s) became DB/	A:
8. The Proposer's form of busin	ess entity is (CHI	ECK ONLY C	NE):		······		
Sole proprietor	Name of Propr	ietor:					
A corporation:	Corporation's p	rincipal place	of business:				
······	State of incorpo	oration:				Year incorp	orated:
Non-profit corporation				President/0	CEO:		
with the CA Attorney (Seneral's Registry	of Charitable	e Trusts	Secretary:			
A general partnership):		Names of pa	artners:			
A limited partnership:			Name of ger	neral partner	•		
A joint venture of:			Names of joi	nt venturers			
A limited liability com	bany:		Name of ma	naging mem	ber:		
9. The only persons or firms inter	ested in this prop	osal as princi	pals are the fo	llowing:			
Name(s)		Title			Phone		Fax
Street		City	187.		State		Zip
Name(s)		Title			Phone		Fax
Street		City			State		Zip
10. Is your firm wholly or majority If yes, name of parent firm: State of incorporation/registration		•	nother firm?	No 🗆 Y	/es 		
11. Has your firm done business under any other name(s) within the last five years? No Yes If yes, please list the other name(s): Name(s):							
12. Is your firm involved in any pending acquisition or merger? No 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. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.							
	I declare under penalty of perjury under the laws of California that the above information is true and correct.						
Signature of Proposer or Authoriz						Date:	
Type name and title:							

SCHEDULE OF PRICES FOR ON-CALL PRESSURE REGULATING STATION AND CONTROL VALVE MAINTENANCE SERVICES FOR NORTH MAINTENANCE AREA (NMA) - DISTRICT 40 (BRC0000159)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer's rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, 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.

Any work, equipment, tools and materials used to perform the work for which an hourly and/or daily unit rate is not quoted on this Form PW-2, Schedule of Prices, shall be billed according to the Contractor's current published rate list. The Contractor shall provide its published rate list at the time of proposal submission and annually thereafter at the time of Contract renewal, indicating hourly and/or daily unit rates not quoted on Form PW-2, Schedule of Prices, for work, equipment, tools and materials.

	North Mair	ntenace Area	(District 40)	
Task No.	Description	Unit Price	Estimated Number of Units	Total Amount (Unit Price x Estimated Number of Units)
1	Pressure Regulating Station Inspection and Report (Typically, 2 pressure regulating and 1 pressure relief valves per site)	\$	33	\$
2	Pressure Regulating Station Pilot Controls Rebuild With Stainless Steel Tubing and Epoxy Coating	\$	99	\$
3	Control Valve Repair Work Hourly Rate for Technician(s)	\$	600	\$
3.a	Control Valve Rubber Kit Repair Work for the Following Sizes:			
3.a.i	Valve Sizes 1" through 4"	\$	14	\$
3.a.ii	Valve Sizes 6"	\$	2	\$
3.a.iii	Valve Sizes 8"	\$	1	\$
3.a.iv	Valve Sizes 10" through 12"	\$	1	\$
3.b	Control Valve Repair Kit For:			
3.b.i	Valve Sizes 1" through 4"	\$	14	\$
3.b.ii	Valve Sizes 6"	\$	2	\$
3.b.iii	Valve Sizes 8"	\$	1	\$

3.b.iv	Valve Sizes 10" through 12"	\$	1	\$	
3.c	Control Valve Rebuild Assembly Kit for the Following Sizes:				
3.c.i	Valve Sizes 1" through 4"	\$	14	\$	-
3.c.ii	Valve Sizes 6"	\$	2	\$	-
3.c.iii	Valve Sizes 8"	\$	1	\$	
3.c.iv	Valve Sizes 10" through 12"	\$	1	\$	
3.d	Control Valve Stud & Nut Kit for the Following Sizes:				
3.d.i	Valve Sizes 1" through 4"	\$	14	\$	
3.d.ii	Valve Sizes 6"	\$	2	\$	
3.d.iii	Valve Sizes 8"	\$	1	\$	
3.d.iv	Valve Sizes 10" through 12"	\$	1	\$	
4	Replace Existing Valve with New Control Valve for the Following Sizes:			······································	
4.a	Valve Sizes under 2"	\$	1	\$	
4.b	Valve Sizes 2"	\$	1	\$	
4.c	Valve Sizes 2 ¼" to 4"	\$	1	\$	
4.d	Valve Sizes 6"	\$	1	\$	
4.e	Valve Sizes 8"	\$	1	\$	
4.f	Valve Sizes 10"	\$	1	\$	
4.g	Valve Sizes 12"	\$	1	\$	
	TOTAL PROPOS (Add the To	ED ANNU		\$	

LEGAL NAME OF PROPOSER						
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PRO	DPOSAL					
TITLE OF AUTHORIZED PERSON						
TITLE OF AUTHORIZED PERSON						
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE				
PROPOSER'S ADDRESS	A	1				
E-Mail						
PHONE	Mobile	FACSIMILE				
		1				

p:\aepub\service contracts\contract\amber\pressure regulating station & control valve maintenance north maintenance area (nma) - district 40\2020\rfp\04.2 schedule of prices 8.24.20.docx

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:

FORM PW-4

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

	2015	2016	2017	2018	2019	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.							
 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 A	uthorized	Agent	(print)
---------	----------	------	-----------	-------	---------

Signature

Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

sole owner	
general partner	
managing member	
managing member President, Secretary, or other	

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.

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals 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 number 1 serve as officers, principals, partners, or major shareholders;
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, 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 or its service specifications; and
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:		
AGENCY/ FIRM:		AGENCY/ FIRM:			
ADDRESS:		ADDRESS:			
CONTACT:		CONTACT:			
TELEPHONE:	***************************************	TELEPHONE:			
FAX:		FAX:			
E-MAIL:		E-MAIL:			
SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:		
AGENCY/ FIRM:	•	AGENCY/ FIRM:	**************************************		
ADDRESS:		ADDRESS:			
CONTACT:		CONTACT:			
TELEPHONE:		TELEPHONE:			
FAX:		FAX:			
E-MAIL:		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 antidiscrimination 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.	YES NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	YES NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	YES
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include	YES
	establishment of goals and timetables.	NO

Proposer	
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 required services.	Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.								
Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service						
No Subcont	racting	is allowed for	this service.						
NO JUDGOIN									

FORM PW-8

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

	Subcontractor Name	Local SBE	SBE	Minority	Women- Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4		4.5	allow	ed for	this s	ervice.	
5	No Subcontra	icting i	3 alium				
6							
7							
8							
9							
10							

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

Print Name:	Authorized Signature	Title	Date
•			

2 of 3

COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in Community Business Enterprises (CBE) participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran owned Business Enterprises (MBE/WBE/DBE/DVBE). This form shall be provided to the COUNTY at the time of Proposal submittal.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this work and known suppliers from whom Proposer proposes to procure materials and/or equipment for the work.

NAME/ADDRESS	TYPE OF WORK OR PRODUCT	INDICATE MBE/ WBE/DBE OR <u>DVBE</u>	PERCENTAGE OF BASE PRICE <u>PROPOSAL</u>

No Subcontracting is allowed for this service.

County of Los Angeles Request for County's Preference Program Consideration and Community Business Enterprises Firm/Organization Information Form

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

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

□ Request for Local Small Business Enterprise (LSBE) Program Preference

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

□ Request for Social Enterprise (SE) Program Preference

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

□ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

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

DCBA certification is attached.

de la

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

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

Name of Firm:		County WebVen No.:			
Print Name:		Title:			
Signature:		Date:			
	and the second second				
Reviewer's Signature	Approved	Disapproved	Date		

1 of 2

FORM PW-9

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

My County (WebVen) Vendor Number:

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

Business Structure: G Sole Propri	etorship 🖵 Partne	ership	Corporation	Nonprofit	G Franchise	A			
Other (Please Specify):									
Total Number of Employees (including owners):									
Race/Ethnic Composition of Firm. Plea	ase distribute the abo	ove total number	r of individuals in	to the following o	ategories:				
Race/Ethnic Composition	사람은 물건에 다 이번 것이 아무렇게 집에 들었다.	Owners/Partners/ Associate Partners		Managers		aff			
	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. <u>CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES</u>: If your firm is currently certified as a minority, women, disadvantaged, or disabled veteran owned business enterprise by a public agency, complete the following <u>and attach a copy of your proof of certification</u>. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
L					

V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

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

Authorized Signature:	Title:	Date:

GAIN and GROW EMPLOYMENT COMMITMENT

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: <u>GAINGROW@dpss.lacounty.gov</u> and <u>BSERVICES@wdacs.lacounty.gov</u>.

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

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

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

_____YES (subject to verification by County)_____NO

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

_____YES _____NO

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

_____YES _____NO ____N/A (Program not available)

Signature	Title
Firm Name	Date

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation 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)*

Π	Application	of Minimum	Requirements
	reproduction	or minimum	requiremento

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 **ten 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 supporting documentation)*

Request submitted by:

(Name)

(Title)

For County use only

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

Reviewed by:

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or 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.

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.

Signature

Date

Name and Title (please type or print)

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 <u>separate sheet</u>, 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:	SERVICE:	TERMINATING DATE:	
NAME OF TERMINATING FIRM		NAME OF TERMINATING	NAME OF TERMINATING FIRM	
ADDRESS OF FIRM		ADDRESS OF FIRM		
CONTACT PERSON:		CONTACT PERSON:		
TELEPHONE:		TELEPHONE:	TELEPHONE:	
FAX:		FAX:	FAX:	
E-MAIL:		E-MAIL:	E-MAIL:	
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:	
NAME OF TERMINATING F	IRM	NAME OF TERMINATING	FIRM	
ADDRESS OF FIRM		ADDRESS OF FIRM		
CONTACT PERSON:		CONTACT PERSON:		
TELEPHONE:		TELEPHONE:		
FAX:		FAX:		
E-MAIL:		E-MAIL:	E-MAIL:	
SIGNATURE		DATE:		

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: ______

Π 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.

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

B. Dending Litigation D Threatened Litigation D Judgment (check one)

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

Signature of Proposer: _____ Date: _____

ON-CALL PRESSURE REGULATING STATION AND CONTROL VALVE MAINTENANCE SERVICES FOR NORTH MAINTENANCE AREA (NMA) - DISTRICT 40 (BRC0000159) PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Proposer's Name

Address

□ If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will</u> 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 <u>will not</u> comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer <u>will not</u> 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: _____

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.

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.

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

-OR-

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

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

Print Name:	Title:
Signature:	Date:

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	I
Solicitation/Contract for	I	Services

PROPOSER CERTIFICATION

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

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

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

Print Name:	Title
Signature:	Date:

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	I
Solicitation/Contract for		

PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title
Signature:	Date:

FORM PW-19

STATEMENT OF EQUIPMENT FORM FOR ON-CALL PRESSURE REGULATING STATION AND CONTROL VALVE MAINTENANCE SERVICES FOR NORTH MAINTENANCE AREA (NMA) - DISTRICT 40 (BRC0000159)

PROPOSER'S NAME:	
ADDRESS:	
TELEPHONE:	

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF	MODEL	YEAR	SERIAL NUMBER	CONDITION OF	OPERATIONAL/	LOCATION	DESIGNATION Check one	
	EQUIPMENT	MODEL	TEAN	SERVER NOWDER	EQUIPMENT	NON-OPERATIONAL	LUCATION	DEDICATED	PRIMARY BACKUP
				-					

ON-CALL PRESSURE REGULATING STATION AND CONTROL VALVE MAINTENANCE SERVICES FOR NORTH MAINTENANCE AREA (NMA) – DISTRICT 40 (BRC0000159)

MINIMUM REQUIREMENTS AFFIRMATION

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your Proposal to support the minimum mandatory requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of Proposal submission, Proposer must meet the following minimum requirements:

Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.

- 1. Proposer must have a minimum of 5 years of experience providing inspection and maintenance on pressure regulating stations and control valves.

Yes. Proposer meets the experience requirement stated above. Please complete the chart below.

Name of Proposer	Dates of Experience (Mo./Yrs. to Mo./Yrs.)	Description of Services/Experience 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 validate this minimum mandatory requirement for scoring of your Proposal in this category.	Page No. (Page in your Proposal which details this requirement.)
	/to/		

No. Proposer does not meet the experience requirement stated above. <u>By checking this box, your Proposal will be immediately disqualified</u> <u>as nonresponsive.</u>

- 2. Proposer must have a valid and active State of California issued Limited Specialty Classification License, Class C-61, D-64 Non-Specialized.
 - □ Yes. Proposer does meet the licensing requirement as stated above. Please complete the chart below.

Name of License Holder	Type of License	License No.	Valid/Active Dates	Page No. (Page in your Proposal which details this requirement.)

- No. Proposer **does not** meet the license requirement as stated above. <u>By</u> <u>checking this box, your Proposal submission will be immediately</u> <u>disqualified as nonresponsive</u>.
- 3. Proposer's supervisor(s) and employee(s) performing services under this contract must have at least 5 years of experience providing inspection and maintenance on pressure regulating stations and control valves.

Yes. Proposer's supervisor(s) and employee(s) meets the experience requirement stated above. Please complete the chart below.

Name of Supervisor(s)/ Employee(s)	Dates of Experience (Mo./Yrs. to Mo./Yrs.)	Description of Services/Experience 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 validate this minimum mandatory requirement for scoring of your Proposal in this category.	Page No. (Page in your Proposal which details this requirement.)
First Name: Last Name: □ Supervisor □ Employee	/ to/		
First Name: Last Name: □ Supervisor □ Employee	to		

Name of Supervisor(s)/ Employee(s)	Dates of Experience (Mo./Yrs. to Mo./Yrs.)	Description of Services/Experience 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 validate this minimum mandatory requirement for scoring of your Proposal in this category.	Page No. (Page in your Proposal which details this requirement.)
First Name: Last Name: □ Supervisor □ Employee	/to/	χ.	
First Name: Last Name: □ Supervisor □ Employee	to/		

- No. Proposer's supervisor(s) and employee(s) does not meet the experience requirement stated above. By checking this box, your Proposal will be immediately disgualified as nonresponsive.
- 4. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.**

Yes. Proposer does meet the registration requirement as stated above. Please complete the chart below.

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates	Page No. (Page in your Proposal which details this requirement.)

No. Proposer **does not** meet the registration requirement stated above. <u>By</u> <u>checking this box, your Proposal submission will be immediately</u> <u>disqualified as nonresponsive</u>. Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Proposal are made, the Proposal may be rejected at the sole discretion of the County.

Signature:	Title:
Firm Name:	Date:

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ATTACHMENT 1



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 4 percent of businesses in the area exceed 100 employees. According to the <u>Los Angeles Times</u> 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.
- o Offering new entrepreneurial opportunity to those historically under-represented in business.

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

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

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

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

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 enlity 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 Furm, 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

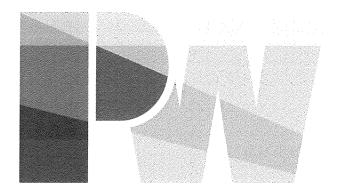
(213) 974-1093 (213) 974-1578

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





LOS ANGELES COUNTY

BY AND BETWEEN

LOS ANGELES COUNTY PUBLIC WORKS

AND

[NAME OF CONTRACTOR]

FOR

ON-CALL PRESSURE REGULATING STATION AND CONTROL VALVE MAINTENANCE SERVICES FOR NORTH MAINTENANCE AREA - DISTRICT 40 (BRC0000159)

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SAMPLE AGREEMENT FOR ON-CALL PRESSURE REGULATING STATION AND CONTROL VALVE MAINTENANCE SERVICES FOR NORTH MAINTENANCE AREA - DISTRICT 40 (BRC0000159)

THIS AGREEMENT, made and entered into this _____ day of ______, 2020, 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 DISTRICTS) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

<u>WITNESSETH</u>

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said DISTRICTS of the CONTRACTOR'S Proposal filed with the DISTRICTS on ______, 2020, hereby agrees to provide services as described in this Contract for On-Call Pressure Regulating Station and Control Valve Maintenance Services for North Maintenance Area - District 40 (BRC0000159).

<u>SECOND</u>: 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, Performance Requirements Summary; Exhibit G, Technical Manual for Model CRL-60; Exhibit H, Technical Manual for Model CRD-L; Exhibit I, Technical Manual for Model CRA_CRD; Exhibit J, Technical Manual for Model CRL_55F; Exhibit K, Technical Manual for Model 90-01; Exhibit L, Technical Manual for Model 90-01; Exhibit M, Technical Manual for Model 90-01; Exhibit N, Regulating Stations Schematics; Exhibit O, Schematic Legend; Exhibit P, Regulating Station List; and Exhibit Q, District Map; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the DISTRICTS and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The DISTRICTS agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, 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 upon Board's approval, whichever occurs last. The DISTRICTS shall have the sole option to renew this Contract term for up to three additional one-year period and a six month-to-month extension, for a maximum total Contract term of 4 years and six months. Each such option shall be exercised at the sole discretion of the DISTRICTS. The DISTRICTS, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the DISTRICTS, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly 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.

<u>SIXTH</u>: 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 DISTRICTS as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

<u>SEVENTH</u>: 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.

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

<u>NINTH</u>: 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.

<u>TENTH</u>: No Cost-of-Living Adjustment shall be granted for the optional renewal periods.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the DISTRICTS 'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to,

Exhibits A through Q, inclusive, the DISTRICTS 'S provisions shall control and be binding.

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

<u>THIRTEENTH</u>: This Contract constitutes the entire agreement between the DISTRICTS and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and Districts (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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

DISTRICTS OF LOS ANGELES

By_____ Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By_____ Deputy

[NAME OF CONTRACTOR]

By _____ Its President

Type or Print Name

By _____ Its Secretary

Type or Print Name

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SCOPE OF WORK

ON-CALL PRESSURE REGULATING STATION AND CONTROL VALVE MAINTENANCE SERVICES FOR NORTH MAINTENANCE AREA - DISTRICT 40 (BRC0000159)

A. Waterworks Contract Manager

The Waterworks Contract Manager (Contract Manager or CM) will be Mr. Bryce Hindes of Waterworks Division (WWD) who may be contacted at (626) 300-3358 or <u>bhindes@pw.lacounty.gov</u>, Monday through Thursday, 6:30 a.m. to 5:15 p.m. The Contract Manager is the only person authorized by the Director of Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. <u>Work Location</u>

Work locations will be within the County of Los Angeles Waterworks North Maintenance Area, District No. 40, as shown in Exhibit Q, District Map. A list of all regulating stations and addresses is provided in Exhibit P, Regulating Station List.

C. <u>Request of Work from Contractor</u>

The Los Angeles County Waterworks Districts (LACWD) request the contracted services from the Contractor on an on-call and intermittent basis. The LACWD reserves the right to determine if any work is or will be needed and/or requested under this Contract at the sole and absolute discretion of the LACWD. The Contractor waives all claims against the LACWD for damages or loss of any nature resulting from the LACWDs failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices, unless stated otherwise in the Contract. Unit cost rates provided in Form PW-2, Schedule of Prices, shall not exceed the Contractor's published rates. Any work, equipment, tools, and materials used to perform the work for which an hourly and/or daily unit rate is not quoted in Form PW-2, Schedule of Prices, shall be billed according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of proposal submission and annually, thereafter, at the time of Contract renewal, indicating hourly and/or daily unit rates not quoted in Form PW-2, Schedule of Prices, for work, equipment, tools, and materials.

At no cost to the LACWD, Contractor will provide cost estimates when requested.

E. <u>Work Description</u>

All work described in this Exhibit A, Scope of Work, will be performed only upon request of the CM.

The Contractor shall provide the following services:

- Conduct complete inspection and maintenance on pressure regulating stations and control valves as specified by the manufacturer's warranty and maintenance manual.
- Schedule and perform maintenance tasks according to system commissioning in consultation with WWD staff and arrange site access.
- Ensure that Contractor personnel are fully versed and trained in the required control valve operation and maintenance procedures.
- Provide both the maintenance report (including photographs and pertinent details) and billing invoice for each deliverable task within 15 calendar days of completion of service to the CM. These reports must be available for a period of 6 months after report is submitted to WWD office. At the end of the Contract, Contractor shall provide a Final Report Summary of the Contractor's maintenance activities with results and include copies of the previously submitted maintenance reports.
- 1. Inspection

Task 1. Pressure Regulating Station Inspection

- i. Visually inspect pipes, fittings, instruments, and valves for damage.
 - 1. Document, categorize, and prioritize recommendations based on severity of condition of findings.
 - 2. Include photographs in report and provide a copy of any additional photographs not included in report.

2. Pilot Controls

Task 2. Pressure Regulating Station Pilot Controls Rebuild

- i. Rebuild pilot controls for pressure regulating valves and pressure relief valves with stainless steel tubing and epoxy coating.
 - 1. Document, categorize, and prioritize recommendations based on severity of conditions of findings.
 - 2. Include photographs in report and provide a copy of any additional photographs not included in report.
- 3. Valve Repair at Pressure Regulating Stations per Exhibit H List of Regulating Stations

Task 3.a Rubber Kit Repair

- i. Use the manufacturer's rubber kit to repair the control valve(s) according to the manufacturer's recommendations
- ii. Valve sizes may range anywhere from 1" to 12"

Task 3.b Repair Kit

- i. Use the manufacturer's repair kit to repair the control valve(s) according to the manufacturer's recommendations
- ii. Valve sizes may range anywhere from 1" to 12"

Task 3.c Rebuild Assembly Kit Repair

- i. Use the manufacturer's rebuild assembly kit to repair the control valve(s) according to the manufacturer's recommendations
- ii. Valve sizes may range anywhere from 1" to 12"

Task 3.d Valve Stud and Nut Kit Repair

i. Use the manufacturer's valve stud and nut kit to repair the control valve(s) according to the manufacturer's recommendations

- ii. Valve sizes may range anywhere from 1" to 12"
- 4. Replace Existing Valve at Pressure Regulating Stations

Task 4 Replace Existing Valve with A New Valve

- i. Replace existing valve(s) with a new valve according to the manufacturer's recommendations
- ii. Valve sizes may range anywhere from 1" to 12"

F. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4:30 p.m. time period, Monday through Thursday and 7 a.m. to 3:30 p.m. time period, Friday, each week, except LACWD observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager.

Holidays Observed by the LACWD of Los Angeles are:

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

G. <u>Utilities</u>

The LACWD will not provide utilities.

H. <u>Storage Facilities</u>

The LACWD will not provide storage facilities for the Contractor.

I. Removal of Debris

All debris derived from these services shall be removed from LACWD property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. 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 (NPDES) Permit.

J. <u>Repair Specifications</u>

Unless otherwise specified herein, all work shall be performed or executed in accordance with these Specifications and the following Standards:

- 1. <u>Standard for Electrical Safety in the Workplace</u>, NFPA 70E 2018 edition, published by National Fire Protection Association, NFPA 1 Batterymarch Park, Quincy, Massachusetts 02169, telephone no. (800) 344-3555.
- <u>Recommended Practice of Electrical Equipment Maintenance</u>, NFPA 70B 2016 editions, published by National Fire Protection Association, NFPA 1 Batterymarch Park, Quincy, Massachusetts 02169, telephone no. (800) 344-3555.
- 3. <u>County of Los Angeles Electrical Code</u>, 2017 edition, published by BNI Building News, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, telephone no. (888) BNI-BOOK.

K. <u>Special Safety Requirements</u>

- 1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and LACWDs' safety requirements while at LACWDs' jobsites. All Contractor's staff shall also observe the National Fire Protection Association's electrical safety and maintenance standards while at LACWD jobsites.
- 2. Contractor shall provide at its expense all safeguards, safety devices, and equipment and shall take all actions appropriate to provide a safe jobsite. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. Hard hats shall be worn at all times.
- 3. The Contractor shall inspect and identify, any condition(s) that renders any portion of the jobsite unsafe. Contractor shall notify the Contractor Manager immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards and to protect members of the public or others from injury. The Contractor shall cooperate fully with LACWD in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

Contractor shall do the following for safety issues:

- a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the LACWD's Contract Manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
- b. Emergency Response: The Contractor shall call 911 when the emergency involves injury to a member of the public, stay with the injured person until help arrives if doing so does not pose a risk to the LACWD or Contractor staff, and direct emergency services to the injured person, if practical, and secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
- c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to LACWD Representative within two business day or first day of the next business week. The LACWD Representative will provide the report form.
- d. Contractor shall submit a project safety plan and provide training to its employees on the above provisions.
- L. <u>Maps</u>

Exhibit Q, District Map.

M. <u>Manuals/Legends</u>

The Contractor shall reference these exhibits as required to complete the work:

Exhibit G, Technical Manual for Model CRL-60

Exhibit H, Technical Manual for Model CRD-L

Exhibit I, Technical Manual for Model CRA_CRD

Exhibit J, Technical Manual for Model CRL_55F

Exhibit K, Technical Manual for Model 90-01

Exhibit L, Technical Manual for Model 90-01

Exhibit M, Technical Manual for Model 90-01

Exhibit N, Regulating Stations Schematics

Exhibit O, Schematic Legend

N. <u>Responsibilities of the Contractor</u>

- 1. The Contractor shall have a minimum of 5 years of experience providing inspection and maintenance on pressure regulating stations and control valves.
- 2. The Contractor must maintain a valid and active State of California issued Limited Specialty Classification License, Class C-61, D-64 Non-Specialized.
- 3. The Contractor's supervisor(s) and employee(s), performing services under this contract shall have at least 5 years of experience providing inspection and maintenance on pressure regulating stations and control valves.
- 4. The Contractor must maintain a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5.
- 5. The Contractor shall provide all labor, equipment, tools, power, and supervision required to perform the necessary control valve maintenance and any necessary cleaning of the worksite to restore it to a condition acceptable to LACWD 's representative.
- 6. The Contractor shall furnish transportation for Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite, if required.
- 7. The Contractor shall be responsible for its own equipment by furnishing security to protect and secure all equipment and material used at jobsites during both working and nonworking hours.
- 8. The Contractor shall ensure that its personnel have the necessary experience and knowledge to perform control valve maintenance and repairs before they are assigned to a job.
- 9. The Contractor shall provide service in timely manner.
- 10. The Contractor shall be responsible for ensuring photo I.D. badges are worn by all employees on the job at all times.
- 11. The Contractor shall be responsible for ensuring uniforms are worn by all employees on the job.

12. The Contractor shall be responsible for ensuring Supervisors speak, read, write, and understand English.

O. <u>Responsibilities of LACWD</u>

The LACWD will provide access to the jobsite(s) and coordinate with Contractor to schedule maintenance periods. The LACWD will also determine the need for jobsite inspection and maintenance.

P. Additional Work

- 1. Additional Services beyond what is included in this Scope of Work may be added during the Contract for services not otherwise included in the Form PW-2, Schedule of Prices upon written request from the CM. Any work, equipment, tools, and materials used to perform the work for which an hourly and/or daily unit rate is not quoted in Form PW-2. Schedule of Prices, shall be billed according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of proposal submission and annually thereafter at the time of Contract renewal, indicating hourly and/or daily unit rates not quoted in Form PW-2, Schedule of Prices, for work, equipment, tools and materials. Unit cost rates provided in Form PW-2, Schedule of Prices, shall not exceed the Contractor's published rates. Prior to performing any additional services, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. Upon CM's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the CM, the additional services may be added to the Contract pursuant to Exhibit B, Section 4. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
- 2. All additional work/services provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.

Q. Equipment and Materials

The Contractor shall supply all equipment and materials required for this service. The LACWD will not be liable or responsible for any damage related to Contractor's work by whatever means, or for theft of supplies or equipment from the worksite.

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

S. Gratuities

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

- 2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the LACWD 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 LACWD for the award of the Contract.
 - f. It would be difficult for the LACWD to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the LACWD resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 3. The Contractor shall pay LACWD, or LACWD may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract, or approved by Contract Manager.

4. In addition to the above, LACWD may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of LACWD shall prevail.

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EXHIBIT A.1

SCHEDULE OF PRICES (FORM PW-2)

[Successful Proposer's Form PW-2, will be incorporated here]

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. <u>Ambiguities or Discrepancies</u>

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. <u>Definitions</u>

Whenever in the Request for Proposals, 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.

<u>Board</u>. 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 Β. 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, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

<u>Contractor</u>. 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.

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

<u>County</u>. Includes County of Los Angeles, Los Angeles County Public Works, Los Angeles County Road Department, Los Angeles County Waterworks Districts, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

<u>Director</u>. 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).

<u>District</u>. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts (LACWD), 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.

<u>Fiscal Year</u>. The 12-month period beginning July 1 and ending the following June 30.

<u>Maximum Contract Sum</u>. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

<u>Proposal</u>. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

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

Public Works. Los Angeles County Public Works.

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. 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.

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

<u>Subcontractor</u>. 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. <u>Headings</u>

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. <u>Amendments</u>

- 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. County 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 the Contractor.
- 3. County 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 Contract 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 180 days.
- 4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

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 County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County 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 County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

- 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 County 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 person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. <u>Authorization Warranty</u>

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. <u>Budget Reduction</u>

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County 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 the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. <u>Complaints</u>

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 County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
- 2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County 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. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or

Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel. and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. <u>Compliance with Civil Rights Laws</u>

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. <u>Confidentiality</u>

- 1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
- 2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County

shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. <u>Conflict of Interest</u>

- 1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract 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 County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County'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, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to Full written disclosure shall include, but is not limited to, County. identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

J. <u>Consideration of Hiring County Employees Targeted for Layoffs or Former County</u> <u>Employees on Reemployment List</u>

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 reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and 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 Independence for (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum gualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
- 2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.
- L. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> <u>Enforcement</u>

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. <u>Contractor's Charitable Activities Compliance</u>

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California 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. <u>Contractor's Warranty of Adherence to County's Child Support Compliance</u> <u>Program</u>

- 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 Security (42 USC Section Federal Social Act 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Department Child Support Services 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. <u>County's Quality Assurance Plan</u>

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

- 1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, 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, County may make any necessary repairs. All costs incurred by County, as determined by

County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County 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, 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 County 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 County, County 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 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 subparagraph 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 subparagraph, 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. <u>Governing Laws, Jurisdiction, and Venue</u>

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

V. Most Favored Public Entity

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

W. Nondiscrimination and Affirmative Action

- 1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 2. Contractor shall certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (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 County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
- 7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County 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 County 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, County 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. <u>Nonexclusivity</u>

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

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

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

Z. <u>Notice of Delays</u>

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. <u>Notice of Disputes</u>

Contractor shall bring to the attention of the Contract Manager any dispute between County 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. <u>Notices</u>

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 County shall be addressed to:

Contracting Manager, Business Relations and Contracts Division Los Angeles County 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

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, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

- 1. Contractor shall develop all publicity material in a professional manner.
- 2. 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

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. <u>Public Records Act</u>

- 1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents. and accounting books, records pursuant this to 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 RFP used in the solicitation process for this Contract, become the exclusive property of County. 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). 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 County 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 County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, 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 County during the term of this Contract and for a period of five years thereafter unless County'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 County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County 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, County 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 County may suspend or 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 County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract.

GG. <u>Recycled-Content Paper Products</u>

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

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under

this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. <u>Subcontracting</u>

The requirements of this Contract may not be Subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

- 1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed Subcontract.
 - c. Other pertinent information and/or certifications requested by County.
- 2. Contractor shall indemnify, defend, and hold County 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 County's approval of Contractor's proposed Subcontract.

- 4. County's consent to Subcontract shall not waive County'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 County right.
- 5. County's Contract Manager is authorized to act for and on behalf of County 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 County's consent to Subcontract.
- 7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
- 8. Employee Leasing is prohibited.
- JJ. <u>Validity</u>

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. <u>Waiver</u>

No waiver by 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 County 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, County shall have the right, in its sole discretion, to suspend or 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.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. <u>Compliance with County's Zero Tolerance Human Trafficking</u>

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. <u>Compliance with the County Policy of Equity</u>

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<u>https://ceop.lacounty.gov/)</u>. The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. <u>Contractor Independence</u>

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

SECTION 3

TERMINATIONS/SUSPENSIONS

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

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 County 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 County 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. <u>Termination/Suspension for Convenience</u>

- 1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or 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 suspension or 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 County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - 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 suspension or termination, those items of work which are in various stages of completion, which the Director has advised the

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

C. <u>Termination/Suspension for Default</u>

- 1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - 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 County may authorize in writing) after receipt of written notice from County specifying such failure.
- 2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, 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 liable for any excess costs of the type identified be 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 County 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 were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

- 4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County 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 County 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. <u>Termination/Suspension for Improper Consideration</u>

- 1. County 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, County 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, entertainment, or tangible gifts.

E. <u>Termination/Suspension for Insolvency</u>

1. County 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.
- d. The execution by Contractor of a general assignment for the benefits of creditors.
- 2. The rights and remedies of County 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. <u>Termination/Suspension for Nonadherence to County Lobbyists Ordinance</u>

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 County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. <u>Termination/Suspension for Nonappropriation of Funds</u>

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County'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. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. <u>Authority of Public Works and Inspection</u>

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. <u>Cooperation</u>

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. <u>Cooperation and Collateral Work</u>

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. <u>Gratuitous Work</u>

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 County.

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. Service Contract General Requirements – EXHIBIT B

G. <u>Labor</u>

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. <u>Overtime</u>

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. <u>Permits/Licenses</u>

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. <u>Prohibition Against Use of Child Labor</u>

- 1. Contractor shall:
 - a. Not knowingly sell or supply to County 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 County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County 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. <u>Public Convenience</u>

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. <u>Public Safety</u>

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

Contractor shall provide the County 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. <u>Quantities of Work</u>

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 County.

P. <u>Safety Requirements</u>

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

Q. Storage of Materials and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County 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. <u>Transportation</u>

County 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 Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. <u>CARD</u>

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. <u>Independent Contractor Status</u>

- 1. This Contract is by and between County 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 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. 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 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. <u>Indemnification</u>

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitiees"), 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 except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitiees. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. <u>Workplace Safety Indemnification</u>

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, Appointed 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 whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors 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 County 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 County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by 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. <u>General Insurance Requirements</u>

- 1. Without limiting Contractor's indemnification of County, 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 F 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 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. <u>Evidence of Coverage and Notice to County</u>: A certificate(s) of insurance coverage (Certificate) satisfactory to 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 County not less than ten days prior to Contractor's policy expiration dates. The 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 \$50,000, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying 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:

Los Angeles County Public Works Business Relations and Contracts Division P.O. Box 1460 Alhambra, California 91802-1460 Attention: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County 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 and/or County.
- 3. <u>Additional Insured Status and Scope of Coverage</u> 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 County. 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 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, Officers, Agents, Employees, and Volunteers and Scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, 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. <u>Cancellation of or Changes in Insurance</u>: 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 nonpayment 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. <u>Failure to Maintain Insurance</u>: 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. <u>Insurer Financial Ratings</u>: 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. <u>Contractor's Insurance Shall Be Primary</u>: 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-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- 8. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 9. <u>Subcontractor Insurance Coverage Requirements</u>: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or

shall provide 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, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

- 10. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, 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. <u>Claims Made Coverage:</u> If any part of the Required Insurance is written on a claims 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. <u>Application of Excess Liability Coverage</u>: 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. <u>Separation of Insureds</u>: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.
- 14. <u>Alternative Risk Financing Programs</u>: The 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. <u>County Review and Approval of Insurance Requirements</u>: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. <u>Compensation for County Costs</u>

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, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

 <u>Commercial General Liability</u> 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:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 2. <u>Automobile Liability</u> 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 nonowned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability insurance or gualified requirements. self-insurance satisfying statutory 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.
- 4. <u>Pollution Liability Insurance</u>: Such insurance shall cover liability arising from the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or

Service Contract General Requirements – EXHIBIT B

requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from worksite. Contractor shall maintain limits of not less than \$2 million per occurrence and \$4 million aggregate.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. <u>Responsible Contractor</u>

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 County's policy to conduct business only with responsible Contractors.

B. <u>Chapter 2.202 of the County Code</u>

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, County 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. <u>Nonresponsible Contractor</u>

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. <u>Contractor Hearing Board</u>

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

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

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

E. <u>Subcontractors of Contractor</u>

These terms shall also apply to Subcontractors of County contractors.

F. <u>Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor</u> by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing Statefunded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. <u>Jury Service Program</u>

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. <u>Written Employee Jury Service Policy</u>

- 1. Unless Contractor has demonstrated to County's satisfaction either that "Contractor" Contractor is not а 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

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.

SAFELY SURRENDERED BABY LAW PROGRAM

A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered</u> <u>Baby Law</u>

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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at <u>www.babysafela.org.</u>

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 <u>www.babysafela.org</u> for printing purposes.

SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE 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 SE.

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 SE.

If Contractor has obtained County certification as a SE 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, Contractor 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 10 percent of the amount of this Contract.
- 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

LOCAL SMALL BUSINESS ENTERPRISE 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.
 - 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 to any business 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 the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 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 DVBE.
- 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 DVBE.
- D. If Contractor has obtained certification as a DVBE 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:
 - a. 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.
 - b. 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 the Contract.
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business 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 the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax</u> <u>Reduction Program</u>

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. <u>Termination for Breach of Warranty of Compliance with County's Defaulted</u> <u>Property Tax Reduction Program</u>

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.

PREVAILING WAGES

A. <u>Prevailing Wages</u>

The services provided in this Contract may consist of both prevailing wage and non-prevailing wage work. Prevailing wage work constitutes "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR 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 <u>www.dir.ca.gov/dlsr/pwd/index.htm</u>. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. 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 (Note to the Proposers: during the solicitation process and prior to the award of Contract, please direct your request to the Contract Analyst identified in the solicitation document. You may contact the Contract Manager after the award of contract). Pursuant to Labor Code Section 1773.2, the County has made these documents available for inspection by the Contractor in lieu of the County specifying the general rate of per diem wages for each craft, classification and type of worker needed to execute the contracted work. 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. 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.

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office 320 W. Fourth Street, Suite 450 Los Angeles, CA 90013 (213) 620-6330

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <u>www.dir.ca.gov/dlse/PublicWorks.html</u>."

D. <u>Certified Payroll Records</u>

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. <u>Subcontractor</u>

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

F. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, and stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

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EXHIBIT C



Department of the Treasury Internal Revenue Service

Notice 1015

(Rev. December 2018)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages 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 2018 are less than \$54,884 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2019.

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 download copies of the notice at <u>www.irs.gov/FormsPubs</u>. Or you can go to <u>www.irs.gov/OrderForms</u> to order it.

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.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of \$800, he or she must file a 2018 tax return to get the \$800 refund.

> Notice **1015** (Rev. 12-2018) 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



EXHIBIT D

EXHIBIT D

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 Pamily 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?

www.babysafela.org

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés Sin Peligro

*

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

"Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org



EXHIBIT D

EXHIBIT D

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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro? 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 clias (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.

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 llevés et 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 enviaria de vuelta dentro del sobre con franqueo pagado que le babían 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 babía sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

¿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 Ángeles. Siempre que el bebé nopresente 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 Ángeles 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 hospítal 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 hava 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 muerre del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

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.)

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SUMMARY
REQUIREMENTS
PERFORMANCE

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

of any part of this Contract.					
Required Service/Tasks	Performance	Deductions /	Compliance	Comments	
	Indicator	Consequences for Failure to Meet	-		
		Performance Indicator*			
A. SCOPE OF WORK					
1. Fines by Regulatory and	Fined by a local, regional,	\$500 per occurrence	□Yes		
Governmental Agencies	State, or Federal regulatory or	plus any fine(s) charged	oN □		
	governmental agency as a	to the County by a	N/A		
	result of the Contractor's	regulatory or			
	negligence or failure to comply	governmental agency;			
	with any rederal, state, or local	possible suspension;			
	rules, regulations, or	possible termination for			
	requirements.	default of contract.			
2. Violation of the National Pollutant Discharce	Discharge of debris into storm	\$500 per occurrence	□Yes		T
Elimination System	dialits allu/ol guitel.	plus any lines by	No No		
		governmental agencies			
		plus any remediation			
		cost; possible			·
		suspension; possible			
		termination for default of			
		contract.			
B. REPORTS/DOCUMENTATIONS					
1. Weekly/Monthly/	Submitted to Contract Manager	\$25 per day per report	□Yes		
Quarterly Reports	weekly/monthly report.	that is late or not	No		
		submitted.	N/A		
2. Special Reports	Filed within time frame	\$50 per day per report	□Yes		
	requested.	that is late or not	DN0		
		submitted.	N/A		

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

EXHIBIT F

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

of any part of this Contract.				
Required Service/Tasks	Performance	Deductions /	Compliance	Comments
	Indicator	Consequences for Failure to Meet Performance Indicator*		
C. EMPLOYEES				
 Contractor's Employee Criminal Background Investigation 	As applicable, prior to the start of the contract and continuation of the contract, the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to	\$100 per employee per day who is not certified as passing the background check.	□Yes □N/A □N/A	
	include State, local, and federal-level review as required by the Contract. Employees who <u>do not</u> pass or are not certified shall be immediately removed.			
2. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A	
3. Photo I.D. Badges	Photo I.D. badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	□Yes □No □N/A	
1	Uniforms worn by all employees on the job.	\$50 per employee, per occurrence.	□Yes □N/A	
5. Training Program	Document training of each employee.	\$100 per untrained employee.	□Yes □ No	

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

Page 2 of 4

EXHIBIT F

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

of any part of this Contract.					5
Required Service/Tasks	Performance	Deductions /	Compliance	Comments	Γ
	Indicator	Consequences for Failure to Meet			
		Performance Indicator*			
			□N/A]
 Maintain Knowledge of Safety Requirements 	Understands the standards for safe practices related to the work.	\$50 per employee, per occurrence.	□Yes □No N/Δ		
D. SUPERVISOR/MANAGERS					
1. Change in Project Manager	Contractor shall notify the	\$50 per occurrence.	□Yes		
	Project Manager.		No N/A		
2. Respond to Complaints, Berussts and	Respond within the time frame	\$50 per complaint not	□Yes		
Discrepancies.	requested.	responded to within the time requested.	N/A		
3. Makes Site Inspections	Facility inspected as required by Contract	\$50 per occurrence.	□Yes		
			N/A		
4. Competent Supervisory Staff	Responsiveness to complaints	\$50 per day; possible	□Yes		Т
	and requests, maintain good	suspension.	No		
	level of service.		N/A		
5. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Iniury and Illness	\$100 per occurrence.	□ Yes		T
	Prevention Program and Code of Safe Practices.		A/N		
			-		

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

Page 3 of 4

EXHIBIT F

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
 Supervisors speak, read, write, and understand English 	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				
1. Insurance Certifications	Certifications submitted before	\$100 per day;	□Yes	
	Implementation of contract and on a timely basis thereafter.	work/contract; possible suspension; possible termination for default of contract.	□No □N/A	
 Record Retention & Inspection/Audit Settlement 	Maintain all required documents as specified in contract, for duration of contract period.	\$200 per occurrence.	□Yes □No □N/A	
3. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of	□Yes □No □N/A	
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	□Yes □No N/A	
P:laepub/Service Contracts/CONTRACT/amber/PRESSURE REGULATING STATION & CONTROL VALVE MAINTENANCE NORTH MAINTENANCE AREA (NMA) - DISTRICT 40/2020/RFP1/12 Exhibit F PRS 8.24.20.docx	TEGULATING STATION & CONTROL VALVE MAINTE	ENANCE NORTH MAINTENANCE AREA (N	IMA) - DISTRICT 40\2020\RI	FP\12 Exhibit F PRS 8.24.20.docx

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

EXHIBIT F

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through Q, inclusive, of this Contract (Exhibits A-Q) and this PRS, Exhibits A-Q shall control. The County reserves

Page 4 of 4



-MODEL-CRL-60

Pressure Relief Control

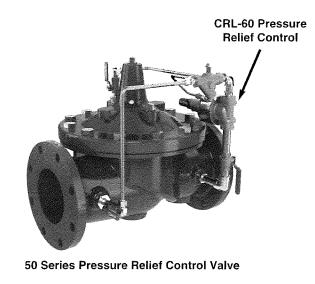
- Direct Acting Precise Pressure Control
- Positive Dependable Opening
- Drip Tight Closure
- Remote Sensing
- Sensitive to Small Pressure Variations

The Cla-Val Model CRL-60 Pressure Relief Valve is a direct-acting, spring loaded, diaphragm type relief valve. Often used as a pilot control for Cla-Val Hytrol valves, it can also be used as a standalone pressure relief valve. The CRL-60 may be installed in any position. It opens and closes within very close pressure limits. The bottom plug may be removed and installed in the inlet to convert it to an angle pattern flow path.

The Model CRL-60 is normally held closed by the force of the compression spring above the diaphragm. Control pressure is applied under the diaphragm. When the controlling pressure exceeds the spring setting, the disc is lifted off its seat, permitting flow through the control. When control pressure drops below the spring setting, the spring forces the control back to its normally closed position. The controlling pressure is applied to the chamber beneath the diaphragm through a sensing port on the CRL-60 body.

Pressure adjustment is simply a matter of turning the adjusting screw to vary the spring pressure on the diaphragm. The CRL-60 is available in four pressure ranges: 0 to 75 psi, 20 - 75 psi, 20 to 105 psi, 20 to 200 psi, 40 to 200 psi and 100 to 300 psi. To prevent tampering, the adjustment cap can be wire sealed by using the lock wire holes provided in the cap and cover; or supplied with a X140-1 Locking Cap. The X140-1 is a key and six-pin cylinder locking security cap that completely encapsulates the pilot control adjustment screw and cannot be removed without the appropriate key.

Typical Application for CRL-60 Pressure Relief Control



Model CRL-60 Pressure Relief Control is ideally suited as pilot control for Cla-Val Series 50 pressure relief or pressure sustaining automatic control valves. The 50 Series valves are hydraulically operated, pilot controlled, modulating type valves, used where pressure relief is needed in a waterworks pipeline distribution system downstream of any high pressure source, such as pressure reducing stations or pump stations, or they can also be used in a bypass to control pump delivery pressure.

Model CRL-60 is designed to maintain constant upstream pressure to close limits at a remote point in many Cla-Val pilot control systems. Cla-Val 50 Series Pressure Relief Valves use CRL-60 to sense and actuate main valve using inlet line pressure through pilot system. In event of a pressure surge in pipeline, CRL-60 remotely sensing valve inlet pressure opens quickly to control main valve opening and maintains water flow to atmosphere to dissipate pressure surge. CRL-60 closes slowly as the inlet pressure lowers to a safe pressure to prevent new surges, and finally when inlet pressure is below the pressure setting, the main valve closes drip tight. Pressure setting adjustment is made with a single adjusting screw that has a protective cap to discourage tampering.



Specifications

Size

Temperature Range **Standard Materials**

CRL-60

PSI

0 to 75

20 to 75

20 to 105

20 to 200

40 to 200

100 to 300

1/2", 3/4" & 1"Threaded Water, Air: to 180°F Max.

Body & Cover: Trim: Rubber:

Low Lead Bronze Stainless Steel 303 Buna-N[®] Synthetic Rubber

Approximate Increase

For Each Clockwise Turn

Of Adjusting Screw

8.5 psi

6.0 psi

12.0 psi

28.0 psi

18.0 psi

18.0 psi

Pressure Ratings	Bronze 400 psi Max. Stainless Steel 400 psi Max.		
Other Materials	Available on special order		
Adjustment Ranges	0 to 75 psi		
	20 to 75 psi (1" size only)		
	20 to 105 psi (1/2" size on		

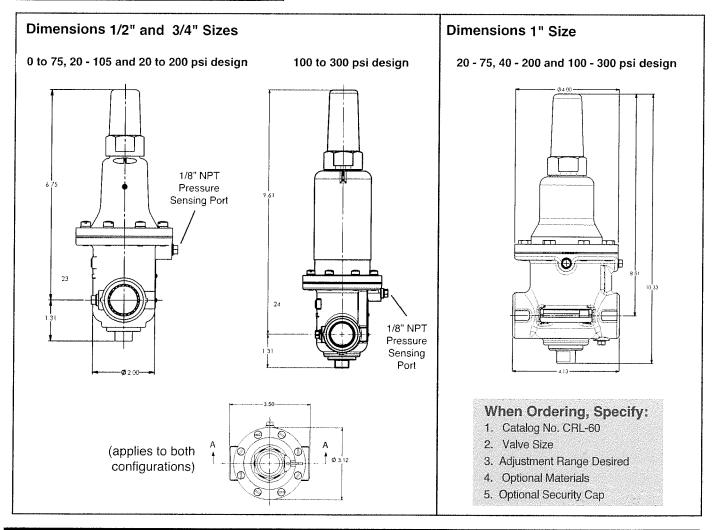
(1/2" size only) 20 to 200 psi

20 to 400 psi (1" size only)

100 to 300 psi

Pressure Drop Chart (Full Open Valve)

Valve	Cv		F	low of W	/ater - gp	m	
Size	Factor	5	10	15	20	30	40
1/2"	6.0	0.7	2.7	6.0	11.0		
3/4"	8.5	0.3	1.4	3.1	5.5	12.2	
1"	12.5	0.2	0.6	1.4	2.6	5.8	10.2



CLA-VAL

1701 Placentia Ave • Costa Mesa CA 92627 • Phone: 949-722-4800 • Fax: 949-548-5441 • E-mail: info@cla-val.com • www.cla-val.com ©Copyright Cla-Val 2019 • Printed in USA • Specifications subject to change without notice. E-CRL-60 (R-02/2019)



- MODEL - CRD-L **Direct Acting Pressure Reducing Valve**

- Meets Requirements of "Reduction of Lead in Drinking Water Act"
- Sizes: 1/2" · 3/4" · 1" · 1-1/4" · 1-1/2" · 2" · 2-1/2"
- **Operates in Any Position**
- **Easy Installation**
- **Stainless Steel Trim Standard**
- **Gauge Connections Standard**
- All Bronze Body and Cover

The Cla-Val Model CRD-L Pressure Reducing Valve automatically reduces a higher inlet pressure to a steady lower downstream pressure with our unique design. This valve is an accurate regulator capable of holding downstream pressure to a predetermined amount, regardless of upstream pressure fluctuations.

Periodic maintenance consist of regular internal cleaning that is accessed by removing bottom plug.

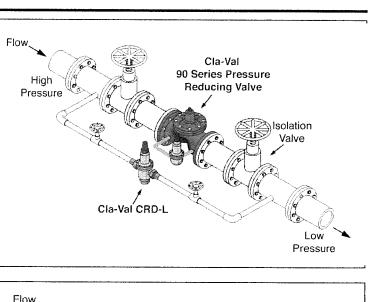
Typical Applications

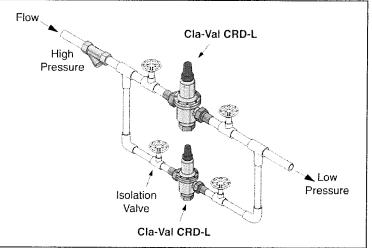
High rise buildings use CRD-L Pressure Reducina Valves in various water systems (potable water, boiler feed air conditioning, etc.) to control pressure fluctuations between floors.

Industrial plants use CRD-L Pressure Reducing Valves between a high pressure supply system and equipment requiring lower pressure. Typically CRD-L Pressure Reducing Valves are used at supply connections for water heaters, boiler feed water or other process water systems.

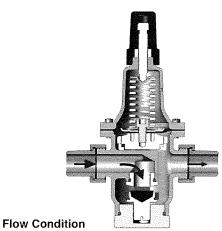
Municipal water systems use CRD-L Pressure Reducing Valves at service connections in a high pressure distribution zone. Depending on flow requirements, CRD-L's may be installed in parallel.

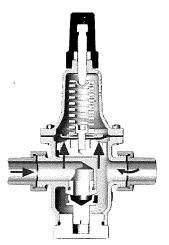
One CRD-L provides desired outlet pressure while the second CRD-L handles low flow conditions. If necessary, additional CRD-L's can be added for more flow capacity. The CRD-L is also ideal for a low flow bypass around a larger Cla-Val 90 Series Pressure Reducing Valve.





Valve Operation





No Flow Condition

When flow begins, the pressure on the underside of the diaphragm will be lower than the set-point of the spring causing the diaphragm to move the valve seat away from the valve seal allowing flow to occur. As the flow increases downstream, the pressure acting on the spring pushes the diaphragm and the valve seat away from the valve seal to regulate outlet pressure to desired value. When there is no flow, the downstream pressure increases and acts against the under side of the diaphragm, pulling the valve seat up against the valve seal to close the valve.

Reduced Pressure Falloff

Unlike pilot controlled pressure reducing valves, direct acting valves are subject to "reduced pressure falloff" (RPF). Reduced pressure falloff is the decrease in downstream regulated pressure that occurs when the flow increases. When the demand for flow increases, the valve must open wider and wider to permit the flow. The only way the valve can open is for the spring force to be greater than the hydraulic force under the diaphragm (the force trying to close the valve). The downstream pressure therefore, must "fall off" or decrease before the spring can open the valve. All spring actuated direct acting valves have similar operating characteristics.

Noise and Velocity Guidelines

Noise in water piping systems can sometimes be attributed to high velocities of water through the valve seat. In general, as the water velocity increases, the noise produced by the installation will increase.

Where noise levels are important, such as residences, hospitals, or schools, pipeline velocities should be in the range of 5 to 10 fps. The chart below shows velocity and the corresponding reduced pressure falloff.

Set Point Pressure Falloff psi Velocity Delta from Set Point, fps 1/2.3/4" 1-1/4" 2" 2-1/2" and 1-1/2" and 1" 5.0 6.0 3.5 15 27 7.5 9.5 6.5 17 34 10.0 12.5 8.5 22 40

Sizing

Step One

Determine the following from the application:

- 1. Inlet pressure and desired outlet pressure
- 2. Maximum and minimum flow rate
- Allowable reduced pressure falloff or maximum velocity based on acceptable noise level

Step Two

Determine the pressure differential across the valve by subtracting the desired outlet pressure from the inlet pressure. If there will be any fluctuations in the inlet pressure, calculate both high and low differentials. At all times the differential must be at least 14.5 psi. When the differential is greater than 150 psi, use two valves in series.

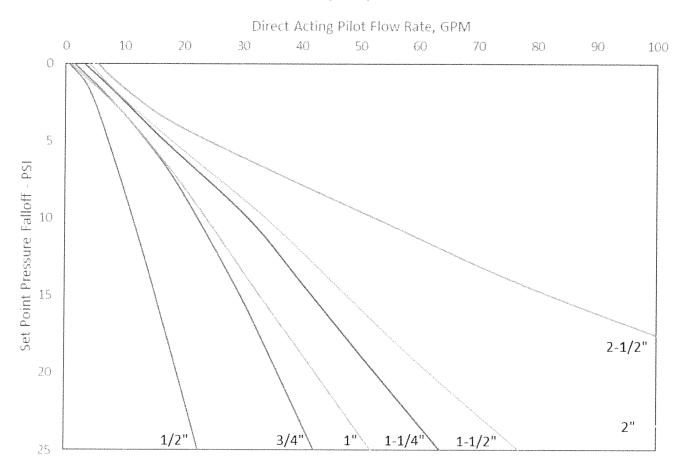
Step Three

Determine the valve size by using the Valve Capacity Charts on the next page. Start by referring to the valve capacity chart for the system's maximum flow rate. Locate the value for the maximum allowable reduced pressure falloff for your application. Select the valve size with a RPF value that is less than the maximum RPF.

For further assistance, contact a Cla-Val representative to utilize sizing software for system design and optimization. Cla-Val's software follows industry standard for single or parallel pressure regulators to prevent under and oversizing. Sizing software allows for wide range of flow requirements to avoid cavitation and noise.

Velocity Guide Chart

Valve Capacity Chart



Valve Capacity Chart

*Valve Size and Spring Adjustment Range

1/2", 3/4" and 1"	1-1/4" and 1-1/2"	2"	2-1/2"
25-100	25-100	30-95	30-95
80-150	75-160	75-200	75-200
125-250	and dis-		

*Lower pressure spring ranges available, consult factory.

Specifications

Disc:

Strainer:

Temperature Range	
Water: to 140°F (70°C) Max	
Diaphragm : Buna-N®	

EPDM

Inline Mesh

Materials

Body and Cover:
Low Lead Bronze
Pressure Ratings
Movimum Inlat Dr.

Maximum Inlet Pressure: 400 psi (25 Bar) Maximum Differential Pressure: 150 psi (10 Bar) Minimum Differential Pressure: 14.5 psi

Available with optional Stainless Steel materials at additional cost. Consult factory for details.

Dimensions (Inches)

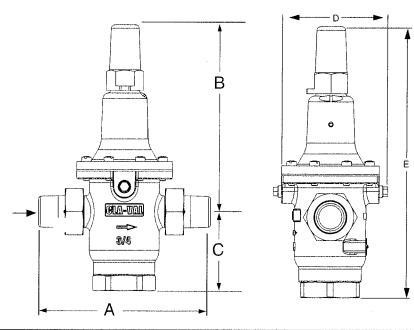
Size	А	В	с	D	E	Weight (lbs.)
1/2"	5.72	6.06	2.56	3.12	8.62	4.0
3/4"	5.60	6.06	2.56	3.12	8.62	4.0
1"	6.68	6.06	2.56	3.12	8.62	4.0
1-1/4"	8.40	7.84	2.75	4.13	10.59	7.5
1-1/2"	9.56	7.84	2.75	4.13	10.59	8.5
2"	11.37	8.11	3.06	4.91	11.17	12.5
2-1/2"	12.19	8.11	3.06	4.91	11.17	13.75

Gauge Connections

1/2" through 2-1/2" has 1/8" FNPT

Dimensions (mm)

Size	А	В	С	D	E	Weight (kgs.)
13	143	154	66	80	219	1.8
20	143	154	66	80	219	1.8
25	170	154	66	80	219	1.8
32	214	199	70	105	269	3.4
40	243	199	70	105	269	3.9
50	289	205	78	105	283	5.6
65	310	205	78	105	283	6.2



When Ordering, **Please Specify**

1.Catalog No. CRD-L

Phone:

Fax:

3. Adjustment Range

4. Optional Locking Cap



CLA-VAL 1701 Placentia Avenue · Costa Mesa, CA 92627

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CLA-VAL CANADA CLA-VAL EUROPE 4687 Christie Drive Chemin des Mésanges 1 Beamsville, Ontario CH-1032 Romanel/ Canada LOR 1B4 Lausanne, Switzerland 905-563-4963 Phone: 41-21-643-15-55 905-563-4040 E-mail: cla-val@cla-val.ch E-mail sales@cla-val.ca

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CLA-VAL UK Dainton House, Goods Station Road Tunbridge Wells Kent TN1 2 DH England Phone: 44-1892-514-400

E-mail: info@cla-val.co.uk

CLA-VAL FRANCE Porte du Grand Lyon 1 ZAC du Champ du Périer France - 01700 Neyron Phone: 33-4-72-25-92-93 E-mail: cla-val@cla-val.fr

2. Size



Pressure Reducing Control Valves



- Direct Acting
- Hydraulic or Pneumatic Operation
- Simplified Design, Easy Adjustments
- Operates in Any Position
- Gauge Connection Port

The Cla-Val Models CRA and CRD Pressure Reducing Control automatically reduce a higher inlet pressure to a lower outlet pressure. They are direct acting, spring loaded, diaphragm type control regulators that operate hydraulically or pneumatically. These valves are held open by the force of the compression spring above the diaphragm, and close when the downstream pressure acting on the underside of the diaphragm exceeds the spring setting. The CRD senses downstream pressure directly and the CRA senses downstream pressure remotely.

Flow through the control responds to changes in downstream pressure. Turning the adjusting screw clockwise increases the delivery pressure. Turning it counterclockwise decreases the pressure. A resilient disc assures tight shut-off on dead-end service.

Models CRA and CRD may be installed in any position. There is one inlet port and two outlets for either straight or angle installation. The second outlet port can be used for a gauge connection.

These valves are ideal small capacity regulators for applications such as water coolers, fountains, humidifiers, gas refrigerators, and air supply to tools and instruments. Remote pressure sensing is available with the CRA. They also have numerous applications as pilot controls on many Cla-Val Automatic Control Valves.

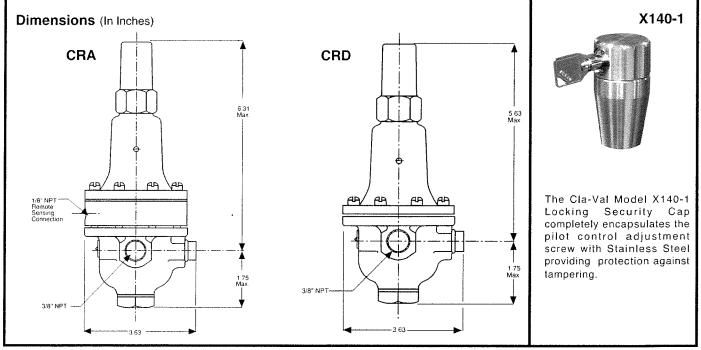
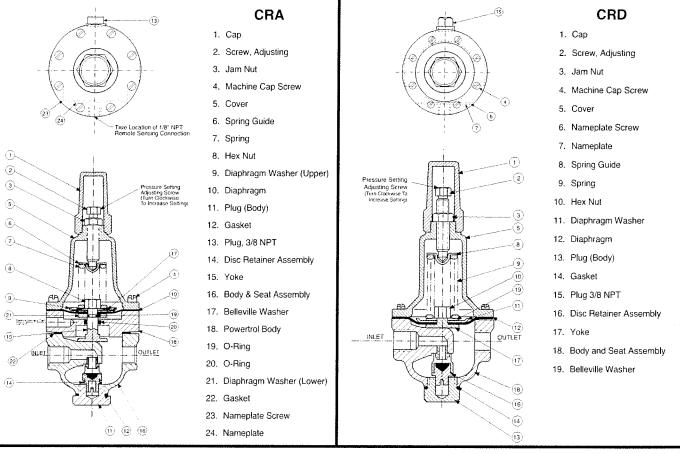


EXHIBIT I

Specifications		
Size	%" NPT Threaded	Adjustment Ranges
Temperature Range	Water: to 180°F Max.	psi: 2 - 7 feet of water: 4.5 - 15
Standard Materials	Body & Cover:	2 - 30 5 - 70
	Low Lead Bronze Standard	15 - 75 35 - 170
Trim:	Stainless Steel 303	20 - 105 46 - 242
Rubber:	Buna-N ^a Rubber	30 - 300 70 - 695
Optional Materials*	Cast Aluminum 356-T6 Stainless Steel 303 Super Duplex Stainess Steel Monel	When Ordering, Specify: 1. Catalog No. CRA or No. CRD
Pressure Ratings	Cast Bronze 400 psi Max. Cast Aluminum 275 psi Max. Stainless Steel 400 psi Max.	 Adjustment Range Desired Materials Desired

· Consult factory for optional material specifications



OPTIONAL X140-1 SECURITY CAP



- · Controlled Security for Pilot Control Adjustment
- Long Life Stainless Steel Construction
- Tamper-Resistant Design
- · X140-1 Key and Six Pin Cylinder Lock Supplied



CLA-VAL

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CLA-VAL CANADA 4687 Christie Drive Beamsville, Ontario Canada LOR 184 Phone: 905-563-4963 E-mail sales@cla-val ca

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CLA-VAL EUROPE Chemin des Mésanges 1 CH-1032 Romanel/ Lausanne, Switzerland Phone 41-21-643-15-55 E-mail: cla-val@cla-val.ch CLA-VAL UK Dainton House, Goods Station Road Turbridge Walts Kent TN1 2 DH England Phone 44-1982-514-400 E-mail: info@cla-val.co.uk CLA-VAL FRANCE Porte du Grand Lyon 1 ZAC du Champ du Pèrier France - 01700 Neyron Phone. 33-4-72-25-92-93 E-mail: Cla-val@cla-val fr CLA-VAL PACIFIC 45 Kennaway Road Woolston, Christchurch, 8023 New Zealand Phone: 64-39644860 www.cla-valpacific.com E-mail, into@cla-valpacific.com

visit www.cia-val-latinamerica.com for Spanish literature



-MODELS- CRL & 55F

Pressure Relief Valves

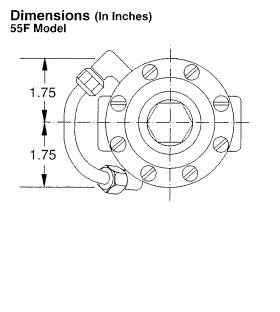
- Direct Acting Precise Pressure Control
- · Positive Dependable Opening
- Drip Tight Closure
- No Packing Glands or Stuffing Boxes
- Sensitive to Small Pressure Variations

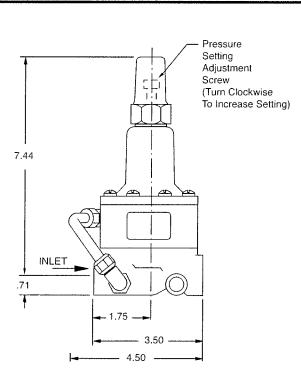
The Cla-Val Model CRL and 55F Pressure Relief Valves are direct-acting, spring loaded, diaphragm type relief valves. Often used as pilot controls for Cla-Val Hytrol valves, they can also be used as self-contained pressure relief valves. These valves may be installed in any position and open and close within very close pressure limits.

The Model CRL and 55F are normally held closed by the force of the compression spring above the diaphragm. Control pressure is applied under the diaphragm. When the controlling pressure exceeds the spring setting, the disc is lifted off its seat, permitting flow through the control. When control pressure drops below the spring setting, the spring forces the control back to its normally closed position. The controlling pressure is applied to the chamber beneath the diaphragm through an external tube on the Model 55F and a sensing port on the CRL.

Pressure adjustment is simply a matter of turning the adjusting screw to vary the spring pressure on the diaphragm. The CRL & 55F are available in four pressure ranges: 0 to 75 psi, 20 to 105 psi, 20 to 200 psi, and 100 to 300 psi. To prevent tampering, the adjustment cap can be wire sealed by using the lock wire holes provided in the cap and cover.

Note: Also Available in Seawater Service Material









Specifications

100 to 300

Size Temperature Range Materials	1/2" & 3/4" Threaded Water, Air: to 180°F Max.		
Body & Cover:	Cast Bronze ASTM B62 Cast Aluminum 356-T6		
	Stainless Steel ASTM A743-CF	-16Fa	
Trim:	Brass & Stainless Steel 303		
Rubber:	Buna-N* Synthetic Rubber		
CRL & 55F	Approximate Increase		
Range	For Each Clockwise Turn		
PSI	Of Adjusting Screw		
0 to 75	8.5 psi		
20 to 105	12.0 psi		
20 to 200	28.0 psi		

Pressure Ratings	Cast Bronze 400 psi Max.				
	Cast Aluminum 275 psi Max.				
	Stainless steel 400 psi Max.				
Other Materials	Available on special order				
Adjustment Ranges	0	to	75 psi		
	20	to	105 psi		
	20	to	200 psi		
	100	to	300 psi		
	250	to	600 psi (see E-CRL-18 sheet)		

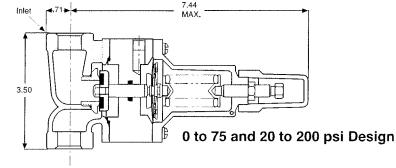
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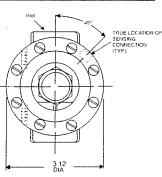
Pressure Drop Chart (Full Open Valve)

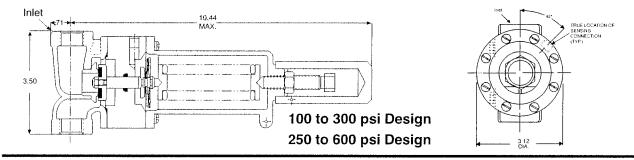
Valve	Cv	Flow of Water - gpm				
Size	Factor	5	10	15	20	30
1/2"	6	0.7	2.7	6	11	
3/4"	8.5	0.3	1.4	3.1	5.5	12.2





18.0 psi





OPTIONAL X140 SECURITY CAP



- · Controlled Security for Pilot Control Adjustment
- · Long Life Stainless Steel Construction
- Tamper-Resistant Design
- X140-1 Key and Six Pin Cylinder Lock Supplied

When Ordering, Please Specify

1. Catalog No. CRL & 55F 2. Valve Size 3. Adjustment Range Desired 4. Optional Materials 5.Optional Security Cap



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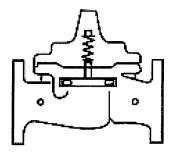
CLA-VAL FRANCE Porte du Grand Lyon 1 ZAC du Champ du Périer France - 01700 Nevron Phone: 33-4-72-25-92-93 Fax: 33-4-72-25-04-17 E-mail: cla-val@cla-val.fr

Page 2

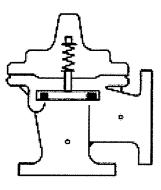
EXHIBIT K



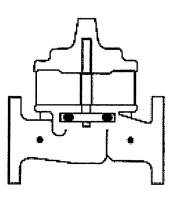
90-01/690-01 Place this manual with personnel responsible for maintenance of this value







Operation

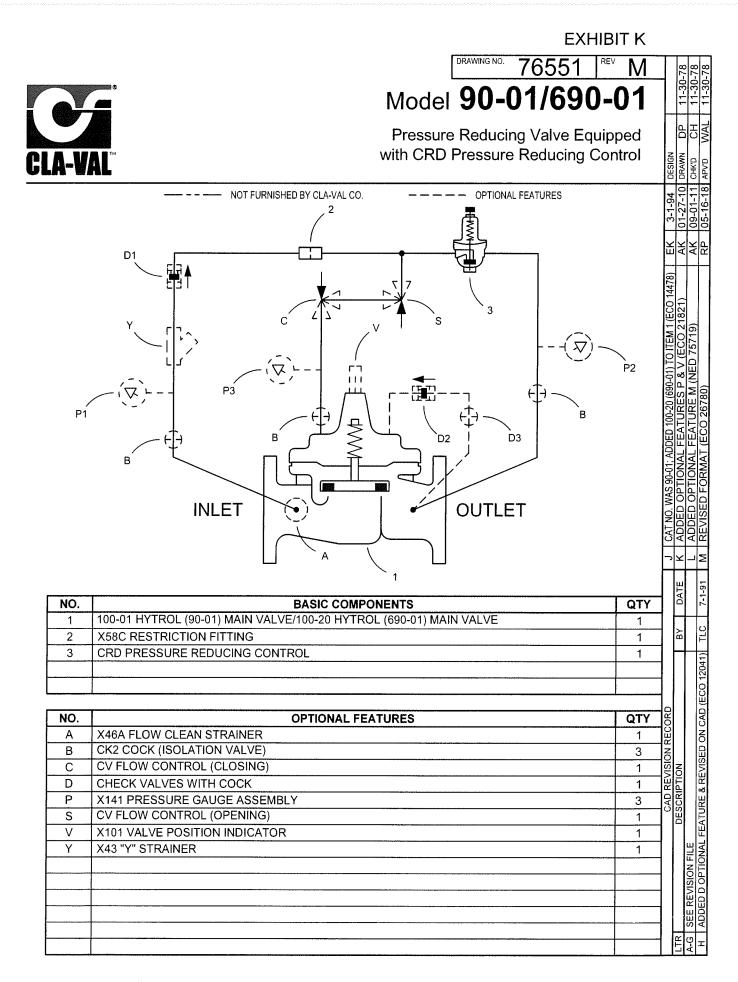


Maintenance



CLA-VAL • 1701 Placentia Avenue • Costa Mesa, CA 92627 • (949) 722-4600 • info@cla-val.com CLA-VAL CANADA LTD. • 4687 Christie Drive • Beamsville, Ontario, LOR 1B4 Canada • (905) 563-4963

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► CLA-VAL Company www.cla-val.com SHEET 1 OF 2

EXHIBIT K



76551 Model 90-01/690-01

Pressure Reducing Valve Equipped with CRD Pressure Reducing Control

DRAWING NO.

OPERATING DATA

Pressure Reducing Feature

Pressure reducing control (3) is a normally open control that responds to main valve outlet pressure changes. An increase in outlet pressure tends to close control (3) and a decrease in outlet pressure tends to open control (3). This causes main valve cover pressure to vary and the main valve modulates (opens and closes), maintaining a relatively constant outlet pressure. Pressure reducing control (3) adjustment: Turn the adjusting screw clockwise to increase the setting.

Optional Features

(A) - Flow Clean Strainer:

A self-cleaning strainer (A) is installed in the main valve inlet body boss which protects the pilot system from foreign particles.

(B) - Isolation Valves:

Isolation Valves (B) are used to isolate the pilot system from main line pressure. These valves must be open during normal operation.

(C) - Closing Speed Control:

Flow control (C) controls the closing speed of the main valve. Turn the adjusting stem clockwise to make the main valve close slower.

(D) - Check Valves with Isolation Valves:

When outlet pressure is higher than inlet pressure, check valve (D2) opens and check valve (D1) closes. This directs the higher outlet pressure into the main valve cover and the main valve closes.

(P) - Pressure Gauge:

Pressure gauges (P1), (P2), and (P3) provide pressure reading in the inlet, outlet, and cover connections.

(S) - Opening Speed Control:

Flow control (S) controls the opening speed of the main valve. Turn the adjusting stem clockwise to make the main valve open slower.

(V) - Valve Position Indicator:

Valve position indicator (V) displays a visual position of the main valve stem.

(Y) - Y-Strainer:

A Y-Pattern strainer is installed in the pilot supply line to protect the pilot system from foreign particles. The strainer screen must be cleaned periodically.

CHECK LIST FOR PROPER OPERATION

- System valves open upstream and downstream.
- Air removed from the main valve cover and pilot system at all high points.
- Periodical cleaning of strainer (Y) is recommended (optional feature).
- Flow controls (C) and (S) open at least 4 turns (optional feature).
- Isolation valves (B) open (optional feature).

EXHIBIT K INSTALLATION / OPERATION / MAINTENANCE



-^{MODEL−} 100-01 Hytrol Valve

Description

The Cla-Val Model 100-01 Hytrol Valve is a main valve for Cla-Val Automatic Control Valves. It is a hydraulically operated, diaphragm-actuated, globe or angle pattern valve.

This valve consists of three major components; body, diaphragm assembly, and cover. The diaphragm assembly is the only moving part. The diaphragm assembly uses a diaphragm of nylon fabric bonded with synthetic rubber. A synthetic rubber disc, contained on three and one half sides by a disc retainer and disc guide, forms a seal with the valve seat when pressure is applied above the diaphragm. The diaphragm assembly forms a sealed chamber in the upper portion of the valve, separating operating pressure from line pressure.

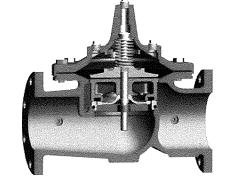
Installation

1. Before valve is installed, pipe lines should be flushed of all chips, scale and foreign matter.

2. It is recommended that either gate or block valves be installed on both ends of the 100-01 Hytrol Valve to facilitate isolating the valve for preventive maintenance and repairs.

Place the valve in the line with flow through the valve in the direction indicated on the inlet nameplate. (See "Flow Direction" Section)
 Note: Valve can be installed in the vertical or horizontal position.
 Allow sufficient room around valve to make adjustments and for disassembly.

5. Cla-Val 100-01 Hytrol Valves operate with maximum efficiency when mounted in horizontal piping with the cover UP, however, other positions are acceptable. Due to size and weight of the cover and internal components of 8 inch and larger valves, installation with the cover UP is advisable. This makes internal parts readily accessible for periodic inspection.

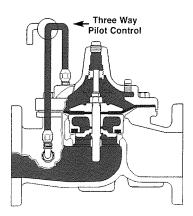


6. Caution must be taken in the installation of this valve to insure that galvanic and/or electrolytic action does not take place. The proper use of dielectric fittings and gaskets are required in all systems using dissimilar metals.

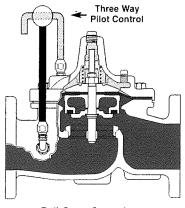
7. If a pilot control system is installed on the 100-01 Hytrol Valve, use care to prevent damage. If it is necessary to remove fittings or components, be sure they are kept clean and replaced exactly as they were.

8. After the valve is installed and the system is first pressurized, vent air from the cover chamber and pilot system tubing by loosening fittings at all high points.

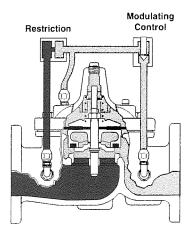
Principles of Operation



Tight Closing Operation When pressure from the valve inlet (or an equivalent independent operating pressure) is applied to the diaphragm chamber the valve closes drip-tight.



Full Open Operation When pressure in diaphragm chamber is relieved to a zone of lower pressure (usually atmosphere) the line pressure (5 psi Min.) at the valve inlet opens the valve.



Modulating Action

Valve modulates when diaphragm pressure is held at an intermediate point between inlet and discharge pressure. With the use of a Cla-Val. "modulating control," which reacts to line pressure changes, the pressure above the diaphragm is varied, allowing the valve to throttle and compensate for the change.

Flow Direction

The flow through the 100-01 Hytrol Valve can be in one of two directions. When flow is "up-and-over the seat," it is in "normal" flow and the valve will fail in the open position. When flow is "over-the seat-and down," it is in "reverse" flow and the valve will fail in the closed position. There are no permanent flow arrow markings.

The valve must be installed according to nameplate data.

BRIDGEWALL INDICATOR
(cast into side of valve body)

> `	
Normal Flow	Reverse Flow

Troubleshooting

The following troubleshooting information deals strictly with the Model 100-01 Hytrol Valve. This assumes that all other components of the pilot control system have been checked out and are in proper working condition. (See appropriate sections in Technical Manual for complete valve).

Recommended Tools

1. Three pressure gauges with ranges suitable to the installation to be put at Hytrol inlet, outlet and cover connections.

2. Cla-Val Model X101 Valve Position Indicator. This provides visual indication of valve position without disassembly of valve.

3. Other items are: suitable hand tools such as screwdrivers, wrenches, etc. soft jawed (brass or aluminum) vise, 400 grit wet or dry sandpaper and water for cleaning.

All trouble shooting is possible without removing the valve from the line or removing the cover. It is highly recommended to permanently install a Model X101 Valve Position Indicator and three gauges in unused Hytrol inlet, outlet and cover connections.

SYMPTOM	PROBABLE CAUSE	REMEDY
	Closed isolation valves in control system, or in main line.	Open Isolation valves.
Fails to Close	Lack of cover chamber pressure.	Check upstream pressure, pilot system, strainer, tubing, valves, or needle valves for obstruction.
	Diaphragm damaged. (See Diaphragm Check.)	Replace diaphragm.
	Diaphragm assembly inoperative. Corrosion or excessive scale build up on valve stem. (See Freedom of Movement Check)	Clean and polish stem. Inspect and replace any damaged or badly eroded part.
	Mechanical obstruction. Object lodged in valve. (See Freedom of Movement Check)	Remove obstruction.
	Worn disc. (See Tight Sealing Check)	Replace disc.
	Badly scored seat. (See Tight Sealing Check)	Replace seat.
Fails to Open	Closed upstream and/or downstream isolation valves in main line.	Open isolation valves.
	Insufficient line pressure.	Check upstream pressure. (Minimum 5 psi flowing line pressure differential.)
	Diaphragm assembly inoperative. Corrosion or excessive buildup on valve stem. (See Freedom of Movement Check)	Clean and polish stem. Inspect and replace any damaged or badly eroded part.
	Diaphragm damaged. (For valves in "reverse flow" only)	Replace diaphragm.

After checking out probable causes and remedies, the following three checks can be used to diagnose the nature of the problem before maintenance is started. They must be done in the order shown.

Three Checks

The 100-01 Hytrol Valve has only one moving part (the diaphragm and disc assembly). So, there are only three major types of problems to be considered.

First: Valve is stuck - that is, the diaphragm assembly is not free to move through a full stroke either from open to close or vice versa.

Second: Valve is free to move and can't close because of a worn out diaphragm.

Third: Valve leaks even though it is free to move and the diaphragm isn't leaking.

CAUTION:

Care should be taken when doing the troubleshooting checks on the 100-01 Hytrol Valve. These checks do require the valve to open fully. This will either allow a high flow rate through the valve, or the downstream pressure will quickly increase to the inlet pressure. In some cases, this can be very harmful. Where this is the case, and there are no block valves in the system to protect the downstream piping, it should be realized that **the valve cannot be serviced under pressure.** Steps should be taken to remedy this situation before proceeding any further.

Diaphragm Check (#1)

1. Shut off pressure to the Hytrol Valve by slowly closing upstream and downstream isolation valves. **SEE CAUTION**.

2. Disconnect or close all pilot control lines to the valve cover and leave only one fitting in highest point of cover open to atmosphere.

3.With the cover vented to atmosphere, slowly open upstream isolation valve to allow some pressure into the Hytrol Valve body. Observe the open cover tapping for signs of continuous flow. It is not necessary to fully open isolating valve. Volume in cover chamber capacity chart will be displaced as valve moves to open position. Allow sufficient time for diaphragm assembly to shift positions. If there is no continuous flow, you can be quite certain the diaphragm is sound and the diaphragm assembly is tight. If the fluid appears to flow continuously this is a good reason to believe the diaphragm is either damaged or it is loose on the stem. In either case, this is sufficient cause to remove the valve cover and investigate the leakage. (See "Maintenance" Section for procedure.)

COVER CHAMBER CAPACITY (Liquid Volume displaced when valve opens)

Valve size (inches)	Displa	cement
	Gallons	Liters
1 1/4	.020	.07
1 1/2	.020	.07
2	.032	.12
2 1/2	.043	.16
3	.080	.30
4	.169	.64
6	.531	2.0
8	1.26	4.8
10	2.51	9.5
12	4.00	15.1
14	6.50	24.6
16	9.57	36.2
20	12.00	45.4
24	29.00	109.8
30	42.00	197.0
36	90.00	340.0

Freedom of Movement Check (#2)

4. Determining the Hytrol Valve's freedom of movement can be done by one of two methods.

5. For most values it can be done after completing Diaphragm Check (Steps 1, 2, and 3). **SEE CAUTION**. At the end of step 3 the value should be fully open.

6. If the valve has a Cla-Val X101 Position Indicator, observe the indicator to see that the valve opens wide. Mark the point of maximum opening.

7. Re-connect enough of the control system to permit the application of inlet pressure to the cover. Open pilot system cock so pressure flows from the inlet into the cover.

8. While pressure is building up in the cover, the valve should close smoothly. There is a hesitation in every Hytrol Valve closure, which can be mistaken for a mechanical bind. The stem will appear to stop moving very briefly before going to the closed position. This slight pause is caused by the diaphragm flexing at a particular point in the valve's travel and is not caused by a mechanical bind.

9. When closed, a mark should be made on the X101 Valve position indicator corresponding to the "closed" position. The distance between the two marks should be approximately the stem travel shown in chart.

 ****	استا میلید کر اور میلید کرد	ABF	······································	
/				
	ully Open to F			
Valve Size	(inches)	Travel (in	ches)	
Inches	MM	Inches	MM	
1 1/4	32	0.4	10	
1 1/2	40	0.4	10	
2	50	0.6	15	
2 1/2	65	0.7	18	
3	80	0.8	20	
4	100	1.1	28	
6	150	1.7	43	
8	200	2.3	58	
10	250	2.8	71	
12	300	3.4	86	
14	350	4.0	100	
16	400	4.5	114	
20	500	5.6	143	
24	600	6.7	165	
30	800	7.5	190	
36	900	8.5	216	

10. If the stroke is different than that shown in stem travel chart this is a good reason to believe something is mechanically restricting the stroke of the valve at one end of its travel. If the flow does not stop through the valve when in the indicated "closed" position, the obstruction probably is between the disc and the seat. If the flow does stop, then the obstruction is more likely in the cover. In either case, the cover must be removed, and the obstruction located and removed. The stem should also be checked for scale build-up. (See "Maintenance, section for procedure.)

11. For valves 6" and smaller, the Hytrol Valve's freedom of movement check can also be done after all pressure is removed from the valve. **SEE CAUTION**. After closing inlet and outlet isolation valves and bleeding pressure from the valve, check that the cover chamber and the body are temporarily vented to atmosphere. Insert fabricated tool into threaded hole in top of valve stem, and lift the diaphragm assembly manually. Note any roughness. The diaphragm assembly should move smoothly throughout entire valve stroke. The tool is fabricated from rod that is threaded on one end to fit valve stem and has a "T" bar handle of some kind on the other end for easy gripping. (See chart in Step 4 of "Disassembly" Section.)

12. Place marks on this diaphragm assembly lifting tool when the valve is closed and when manually positioned open. The distance between the two marks should be approximately the stem travel shown in stem travel chart. If the stroke is different than that shown, there is a good reason to believe something is mechanically restricting the stroke of the valve. The cover must be removed, and the obstruction located and removed. The stem should also be checked for scale build-up. (See "Maintenance" Section for procedure.)

Tight Sealing Check (#3)

13. Test for seat leakage after completing checks #1 & #2 (Steps 1 to 12). **SEE CAUTION.** Close the isolation valve downstream of the Hytrol Valve. Apply inlet pressure to the cover of the valve, wait until it closes. Install a pressure gauge between the two closed valves using one of the two ports in the outlet side of the Hytrol. Watch the pressure gauge. If the pressure begins to climb, then either the downstream isolation valve is permitting pressure to creep back, or the Hytrol is allowing pressure to go through it. Usually the pressure at the Hytrol inlet will be higher than on the isolation valve discharge, so if the pressure goes up to the inlet pressure, you can be sure the Hytrol is leaking. Install another gauge downstream of isolating valve. If the pressure between the valves only goes up to the pressure on the isolation valve discharge, the Hytrol Valve is holding tight, and it was just the isolation valve leaking.

Maintenance

Preventative Maintenance

The Cla-Val Co. Model 100-01 Hytrol Valve requires no lubrication or packing and a minimum of maintenance. However, a periodic inspection schedule should be established to determine how the operating conditions of the system are affecting the valve. The effect of these actions must be determined by inspection.

Disassembly

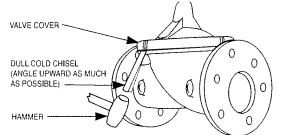
Inspection or maintenance can be accomplished without removing the valve from the line. Repair kits with new diaphragm and disc are recommended to be on hand before work begins.

WARNING: Maintenance personnel can be injured and equipment damaged if disassembly is attempted with pressure in the valve. SEE CAUTION.

1. Close upstream and downstream isolation valves and independent operating pressure when used to shut off all pressure to the valve.

2. Loosen tube fittings in the pilot system to remove pressure from valve body and cover chamber. After pressure has been released from the valve, use care to remove the controls and tubing. Note and sketch position of tubing and controls for re-assembly. The schematic in front of the Technical Manual can be used as a guide when reassembling pilot system.

3. Remove cover nuts and remove cover. If the valve has been in service for any length of time, chances are the cover will have to be loosened by driving upward along the edge of the cover with a **dull** cold chisel.



On 6" and smaller valves block and tackle or a power hoist can be used to lift valve cover by inserting proper size eye bolt in place of the center cover plug. on 8" and larger valves there are 4 holes (5/8" - 11 size) where jacking screws and/or eye bolts may be inserted for lifting purposes. **Pull cover straight up** to keep from damaging the integral seat bearing and stem.

COVER CENTER PLUG SIZE					
Valve Size	Thread Size (NPT)				
1 1/4"—1 1/2"	1/4"				
2"-3"	1/2"				
4"-6"	3/4"				
8"10"	1"				
12"	1 1/4"				
14"	1 1/2"				
16"	2"				
20" & 24"	2"				
30" & 36"	2"				

4. Remove the diaphragm and disc assembly from the valve body. With smaller valves this can be accomplished by hand by **pulling straight up on the stem so as not to damage the seat bearing.** On large valves, an eye bolt of proper size can be installed in the stem and the diaphragm assembly can be then lifted with a block and tackle or power hoist. Take care not to damage the stem or bearings. The valve won't work if these are damaged.

VALVE STEM	THREAD SIZE
Valve Size	Thread Size (UNF Internal)
1 1/4"-2 1/2"	1032
3"4"	1/4-28
6"-14"	3/8-24
16"	1/2-20
20	3/4-16
24"	3/4-16
30"	3/4-16
36"	3/4-16

5. The next item to remove is the stem nut. Examine the stem threads above the nut for signs of mineral deposits or corrosion. If the threads are not clean, use a wire brush to remove as much of the residue as possible. Attach a good fitting wrench to the nut and give it a sharp "rap" rather than a steady pull. Usually several blows are sufficient to loosen the nut for further removal. On the smaller valves, the entire diaphragm assembly can be held by the stem in a vise equipped with soft brass jaws before removing the stem nut.

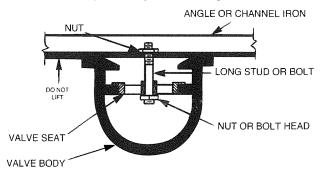
The use of a pipe wrench or a vise without soft brass jaws scars the fine finish on the stem. No amount of careful dressing can restore the stem to its original condition. Damage to the finish of the stem can cause the stem to bind in the bearings and the valve will not open or close.

6. After the stem nut has been removed, the diaphragm assembly breaks down into its component parts. Removal of the disc from the disc retainer can be a problem if the valve has been in service for a long time. Using two screwdrivers inserted along the outside edge of the disc usually will accomplish its removal. Care should be taken to preserve the spacer washers in water, particularly if no new ones are available for re-assembly.

7. The only part left in the valve body is the seat which ordinarily does not require removal. Careful cleaning and polishing of inside and outside surfaces with 400 wet/dry sandpaper will usually restore the seat's sharp edge. If, however, it is badly worn and replacement is necessary, it can be easily removed.

Seats in valve sizes 1 1/4" through 6" are threaded into the valve body. They can be removed with accessory X109 Seat Removing Tool available from the factory. On 8" and larger valves, the seat is held in place by flat head machine screws. Use a tight-fitting, long shank screwdriver to prevent damage to seat screws. If upon removal of the screws the seat cannot be lifted out, it will be necessary to use a piece of angle or channel iron with a hole drilled in the center. Place it across the body so a long stud can be inserted through the center hole in the seat and the hole in the angle iron. By tightening the nut a uniform upward force is exerted on the seat for removal.

NOTE: Do not lift up on the end of the angle iron as this may force the integral bearing out of alignment, causing the stem to bind.



Lime Deposits

One of the easiest ways to remove lime deposits from the valve stem or other metal parts is to dip them in a 5-percent muriatic acid solution just long enough for the deposit to dissolve. This will remove most of the common types of deposits. **CAUTION: USE EXTREME CARE WHEN HANDLING ACID.** Rinse parts in water before handling. If the deposit is not removed by acid, then a fine grit (400) wet or dry sandpaper can be used with water.

Inspection of Parts

After the valve has been disassembled, each part should be examined carefully for signs of wear, corrosion, or any other abnormal condition. Usually, it is a good idea to replace the rubber parts (diaphragm and disc) unless they are free of signs of wear. These are available in a repair kit. Any other parts which appear doubtful should be replaced. WHEN ORDERING PARTS, BE SURE TO GIVE COMPLETE NAMEPLATE DATA, ITEM NUMBER AND DESCRIPTION.

NOTE: If a new disc isn't available, the existing disc can be turned over, exposing the unused surface for contact with the seat. The disc should be replaced as soon as practical.

Reassembly

1. Reassembly is the reverse of the disassembly procedure. If a new disc has been installed, it may require a different number of spacer washers to obtain the right amount of "grip" on the disc. When the diaphragm assembly has been tightened to a point where the diaphragm cannot be twisted, the disc should be compressed very slightly by the disc guide. Excessive compression should be avoided. Use just enough spacer washers to hold the disc firmly without noticeable compression.

2. MAKE SURE THE STEM NUT IS VERY TIGHT. Attach a good fitting wrench to the nut and give it a sharp "rap" rather than a steady pull. Usually several blows are sufficient to tighten the stem nut for final tightening. Failure to do so could allow the diaphragm to pull loose and tear when subjected to pressure.

Test Procedure After Valve Assembly

There are a few simple tests which can be made in the field to make sure the Hytrol Valve has been assembled properly. Do these before installing pilot system and returning valve to service. These are similar to the three troubleshooting tests.

1. Check the diaphragm assembly for freedom of movement after all pressure is removed from the valve. **SEE CAUTION**. Insert fabricated tool into threaded hole in top of valve stem, and lift the diaphragm assembly manually. Note any roughness, sticking or grabbing. The diaphragm assembly should move smoothly throughout entire valve stroke. The tool is fabricated from rod that is threaded on one end to fit valve stem (See chart in Step 4 of "Disassembly" section.) and has a "T" Bar handle of some kind on the other end for easy gripping.

Place marks on this diaphragm assembly lifting tool when the valve is closed and when manually positioned open. The distance between the two marks should be approximately the stem travel shown in stem travel chart. (See "Freedom of Movement Check" section.) If the stroke is different than that shown, there is a good reason to believe something is mechanically restricting the stroke of the valve. The cover must be removed, the obstruction located and removed. (See "Maintenance" Section for procedure.)

3. Carefully install the diaphragm assembly by lowering the stem through the seat bearing. Take care not to damage the stem or bearing. Line up the diaphragm holes with the stud or bolt holes on the body. on larger valves with studs, it may be necessary to hold the diaphragm assembly up part way while putting the diaphragm over the studs.

4. Put spring in place and replace cover. Make sure diaphragm is lying smooth under the cover.

5. Tighten cover nuts firmly using a cross-over pattern until all nuts are tight.

6. Test Hytrol Valve before re-installing pilot valve system.

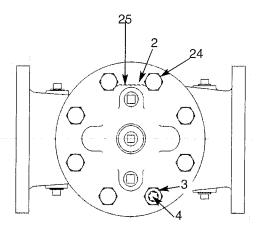
Due to the weight of the diaphragm assembly this procedure is not possible on valves 8" and larger. on these valves, the same determination can be made by carefully introducing a low pressure-less than five psi) into the valve body with the cover vented. **SEE CAUTION**. Looking in cover center hole see the diaphragm assembly lift easily without hesitation, and then settle back easily when the pressure is removed.

2. To check the valve for drip-tight closure, a line should be connected from the inlet to the cover, and pressure applied at the inlet of the valve. If properly assembled, the valve should hold tight with as low as ten PSI at the inlet. See "Tight Sealing Check" section.)

3. With the line connected from the inlet to the cover, apply full working pressure to the inlet. Check all around the cover for any leaks. Re-tighten cover nuts if necessary to stop leaks past the diaphragm.

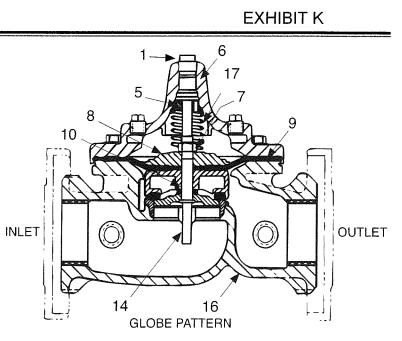
4. Remove pressure, then re-install the pilot system and tubing exactly as it was prior to removal. Bleed air from all high points.

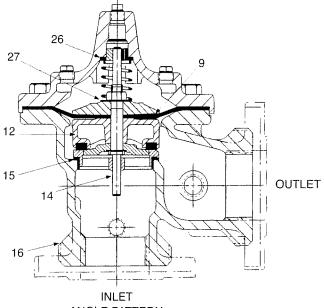
5. Follow steps under "Start-Up and Adjustment" Section in Technical Manual for returning complete valve back to service.



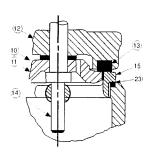
TOP VIEW

PARTS LIST					
Item	Description				
1.	Pipe Plug				
2.	Drive Screws (for nameplate)				
3.	Hex Nut (8" and larger)				
4.	Stud (8" and larger)				
5.	Cover Bearing				
6.	Cover				
7.	Stem Nut				
8.	Diaphragm Washer				
9.	Diaphragm				
10.	Spacer Washers				
11.	Disc Guide				
12.	Disc Retainer				
13.	Disc				
14.	Stem				
15.	Seat				
16.	Body				
17.	Spring				
22.	Flat Head Screws (8" and larger)				
23.	Seat O-Ring				
24.	Hex head Bolt (1 1/4" thru 4")				
25.	Nameplate				
26.	Upper Spring Washer (Epoxy coated valves only)				
27.	Lower Spring Washer (Epoxy coated valves only)				
28.	Cover Bearing Housing (16" only)				
29.	Cover O-Ring (16" only)				
30.	Hex Bolt (16" only)				
31.	Pipe Cap (16" only)				

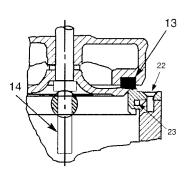




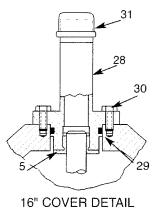
ANGLE PATTERN



1 1/4" - 6" SEAT DETAIL





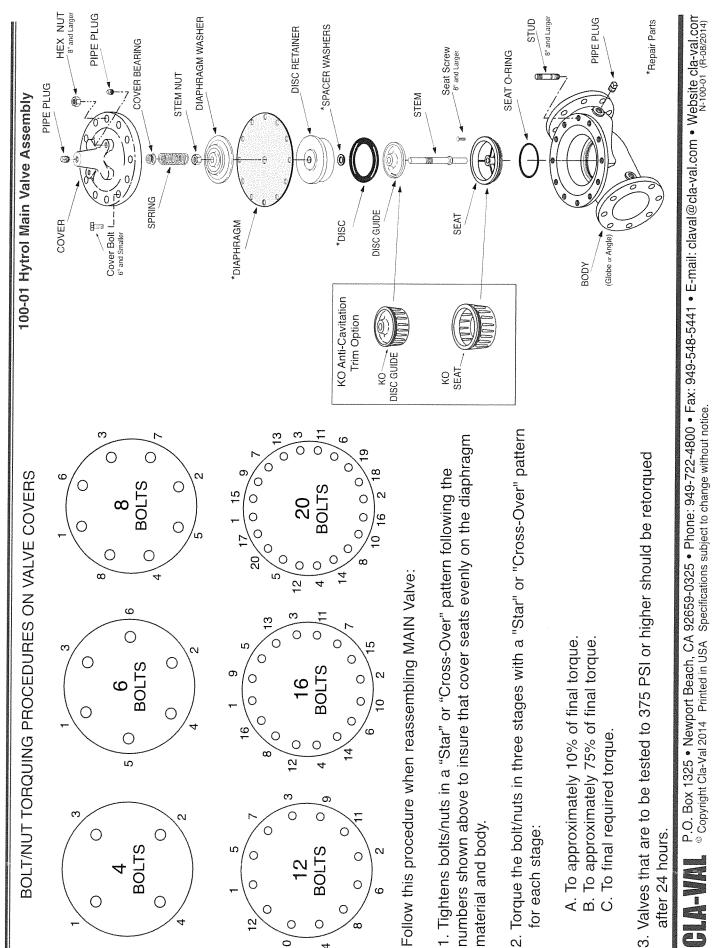


																	E	X	HII	BI	Γ	<		
3		valve) rd 100 1e 600	NI serv- Series In dy, all Cla- stan-	"S		Tordite	ourdue Ds.)	DRΥ	9	10	10	15	30	30	60	125	185	375	400	420	750	R/N	R/N	
	I Valve	es main າ standa arts of tt	parts. A urd 100 /es. ring main the bod valve. (valve. d	alve Sizt		Stem Nut Torona	(ft. Lbs.)	Lubed	4	9	9	10	21	21	40	85	125	252	270	280	500	930	1350	ONLY ed part
	Hytro	300 Seri rent from aining p	in valve standa nain valv en order ccept for ize main ge size	"Main Va			Socket					3/4"	15/16"	15/16"	1 1/16"	5/16"	13/16"	1 7/8"	2 1/2"	2 1/2"	3"	3 1/2"	Special	** Must Use ONLY Cla-Val Supplied part
	Description 100-20 600 Series Hytrol Valve	The Cla-Val Model 100-20 Hytrol Valve (600 Series main valve) have only one part -the body- that is different from standard 100 Series Cla-Val main valve parts. The remaining parts of the 600	series main valve are standard Cla-Val main valve parts. All serv- ice and maintenance information for the standard 100 Series main valves also apply to the 600 series main valves. The most important thing to remember when ordering main valve repair kits and replacement parts, except for the body, all other parts are going to be for a smaller size main valve. Cla- Val identifies main valve parts with the flange size of the stan-	dard 100 Series main valve. Refer to the "Main Valve Sizes" chart below.		Stem Nut**		I hread (3/8" - 24	7/16" -20	7/16" -20	1/2" - 20		5/8" - 18 1	3/4" - 16 1	7/8" - 14 1	1 1/8" -12 1	1 1/2" -12 1	1 1/2" -12 2	1 1/2" -12 2	2" - 16	2 1/4" - 16 3	3" - 12 S	* * Cla-V
	0-20 6(00-20 H the body valve pa	e standar e inform oly to the hing to r replacer to be fo	n valve.		orque		m. Los.	48	96	96													
	on 10(Model 1 ne part -i 'al main	valve are intenanc also app portant t kits and tre going tre going	ries mair		Cover Torque		п. Los. 1	4	æ	æ	12	20	30	110	110	110	160	390	545	545	670	800	
	scripti	Cla-Val e only or es Cla-V	es main v and mai n valves most im e repair e repair dentifies	dard 100 Se chart below.		bnlg		Socket				7/16"	9/16"	9/16"	5/8"	5/8"	13/16"	13/16"	13/16"	13/16"	13/16"	13/16"	13/16"	
	De	The have Seri	seria ice The valv othe Vali	darc char		Cover Plug		- nread				3/8"	1/2"	1/2"	3/4"	3/4"	=		-		-	-	=	er pattern
						Cover	Lifting Holes										1-1	" - 10	- 10	•	8 -	. 8	1 1/8"- 7	s Juts cross-ove
				Γ	Data	Ŭ		ר היג	8	ß	8	8	8	8	8	12	16 5/8"	20 3/4"	20 3/4"		20	24 1"	24 11	Grade 5 Bolts "Heavy" Grade Nuts nuts in a "star" cross
		i		ζ	Service [ł	Cooket		7/16"	1/2"	1/2"	9/16"	5/8"	3/4"	1 1/8"	1 1/8"	1 1/4"	7/16"	13/16"		<u>م</u>	1/8"	3/8"	Grade 5 Bolts "Heavy" Grade Nuts Tighten cover nuts in a "star" cross-over pattern
	-				L Ser	Cover Nut or Bolt									_			1	- 7 1	2	~	- 6	- 12 2	ten cove
					HYTROL	C	Thread	(Bolt)	1/4" - 20 (B)	5/16" - 18 (B)	5/16" - 18 (B)	3/8" - 16 (B)	7/16" - 14 (B)	1/2" - 13 (B)	3/4" - 10 (B)	3/4" - 10 (B)	3/4" - 10	7/8" - 9	1 1/8" -	1 1/4" -	1 1/4" -	1 3/8" -	1 1/2" -	Тидн
						Cover	Center Plug	NPT	1/4"	1/4"	1/4"	1/2"	1/2"	1/2"	3/4"	3/4"		-	1 1/4"	1 1/2"	ī,	1 1/2"	3/4"	er 101E - 28"
		ve for rated,	nragm nylon disc, pplied	sealed rating		Valve Stem	Thread			10 - 32	10 - 32	10 - 32	10 - 32	1/4 - 28	1/4 - 28	3/8 - 24	3/8 - 24	3/8 - 24			1/2 - 20	3/4 - 16	3/4 - 16*	* Adapter p/n 2594101E inside 1/4" - 28
		a main valve for aulically operated, lve.	dy, diaph / is the magm of : rubber ainer an	ting ope		apacity	ement	Liters		0.07	0.07	0.12	0.16	0.30	0.64	2.00	4.80	9.50	15.10	24.60	36.20	45.40	108.80	
	¢)	The CIa-Val Model 100-01 Hytrol Valve is a main valve for CIa-Val Automatic Control Valves. It is a hydraulically operated, diaphragm-actuated, globe or angle pattern valve.	This valve consists of three major components; body, diaphragm assembly, and cover. The diaphragm assembly is the only moving part. The diaphragm assembly uses a diaphragm of nylon fabric bonded with synthetic rubber. A synthetic rubber disc, contained on three and one half sides by a disc retainer and disc guide, forms a seal with the valve seat when pressure is applied	above the diaphragm. The diaphragm assembly forms a sealed chamber in the upper portion of the valve, separating operating pressure from line pressure.		Cover Capacity	Displacement	Gallons		0.020	0.020	0.032	0.043	0.080	0.169	0.531	1.26	+	-+-		+	12	29.0	
	Valve	l Valve It is a f e patterr	compon- rragm a bly uses ber. A s les by a seat whe	gm ass e valve,			el	шш	80	10		15		20			58	71	86	66	4	143	165	
	Description 100-01 Hytrol Valve	The Cla-Val Model 100-01 Hytrol Valve is a I Cla-Val Automatic Control Valves. It is a hydrauli diaphragm-actuated, globe or angle pattern valve.	e diaph assem tic rubt haff sid	on of th		Stem	Trav	inches	0.3	0.4	0.4	0.6	0.7	0.8	1.1	1.7	2.3	2.8	3.4	3,9	4,5	5.63	6.75	
	0-01	l 100-0 Control , globe	of three er. The phragm synthe and one with the	n. i ne er porti ressure			-20	шш						100	150	200	250	300	400		900		800	
	on 10	I Mode smatic (ictuated	onsists and cov The dia ed with three a a seal	above the diaphragm. The chamber in the upper portic pressure from line pressure.		OL SIZE	100-20	inches						4	e.	-00	10	12"	16"		20. 24		30"	
	cripti	Cla-Va ⁄al Autc ragm-a	valve ci mbly, a ng part. bonde ined or forms	e ure u ber in ure fror		HYTROL	100-01							80	100	150	200	250	300	350	400	500	600	
	Des	The Cla-V diaph	This v asser movir fabric conta guide	above cham press			10(inches	-	1 1/4"	1 1/2"	5	2 1/2"	œ.	4	õ	8	<u>0</u>	12	4		50" 50	24"	

INSTALLATION / OPERATION / MAINTENANCE — MODEL—100-01

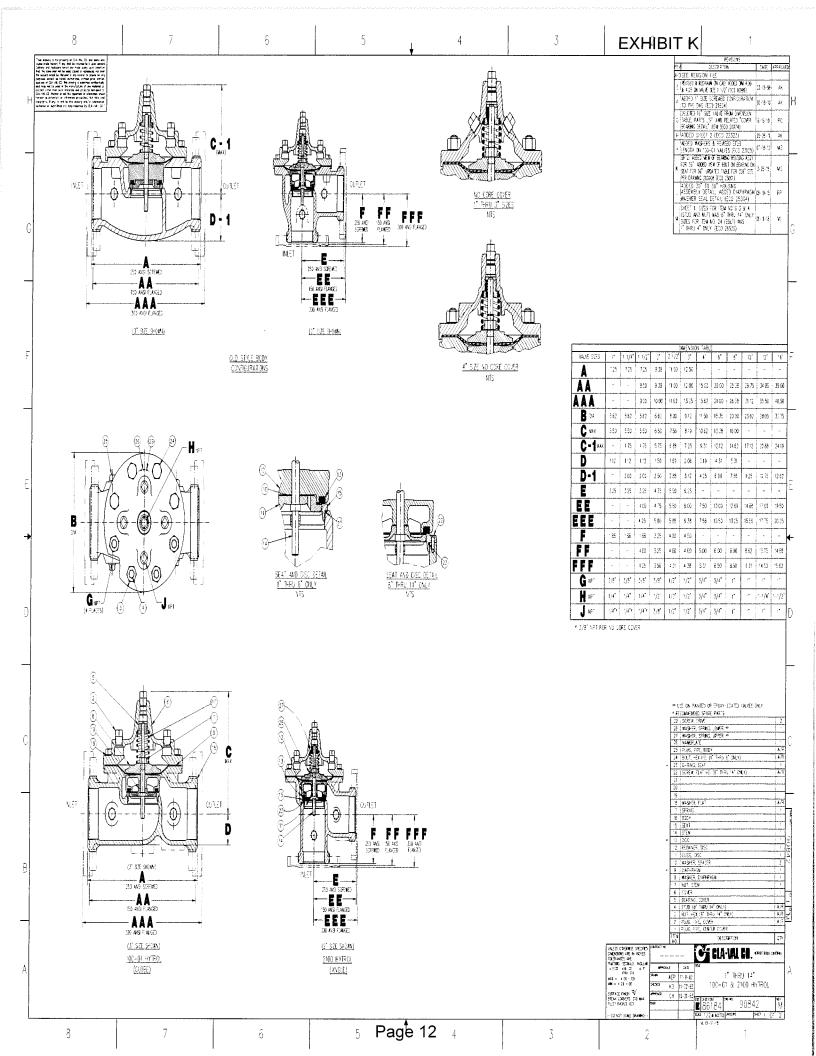
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EXHIBIT K



Page 11

EXHIBIT K



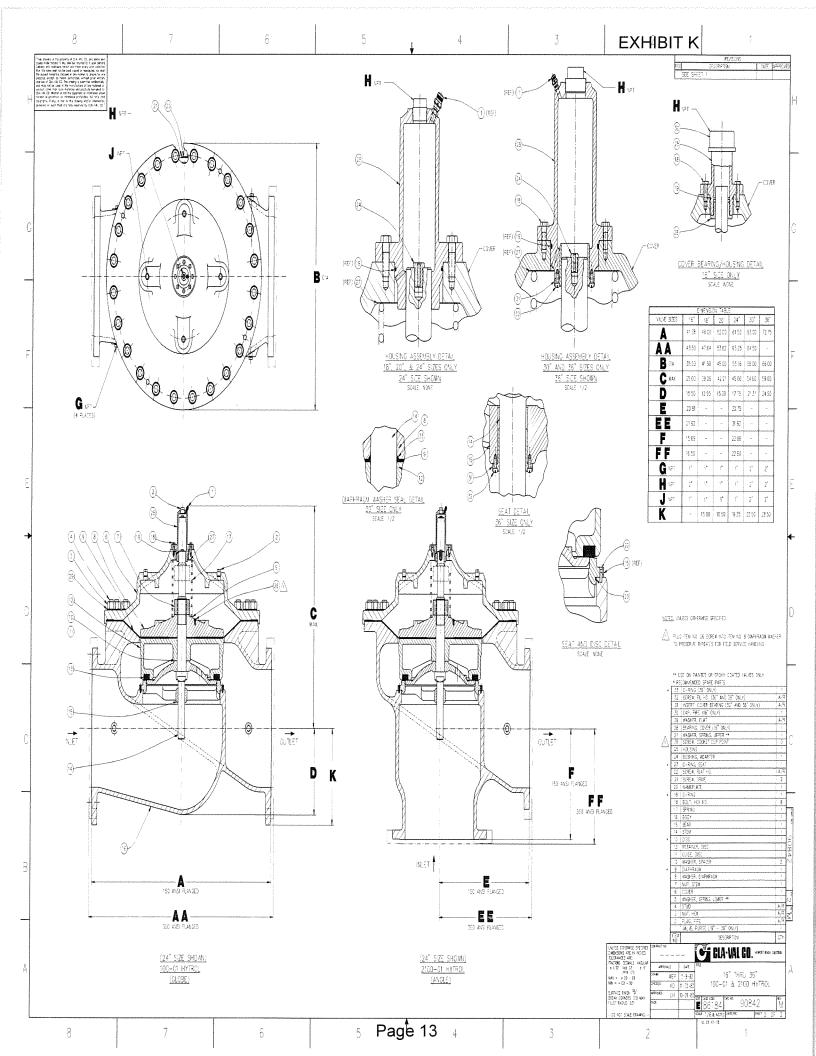


EXHIBIT K INSTALLATION / OPERATION / MAINTENANCE



- MODEL - 100-20 (Reduced Internal Port) 600 Series Hytrol Valve

SERVICE AND MAINTENANCE OF 600 SERIES VALVES

The 600 series main valves have only one part -the body- that is different from standard 100 Series Cla-Val main valve parts. The remaining parts of the 600 series main valve are standard Cla-Val main valve parts. All service and maintenance information for the standard 100 Series main valves in this manual also apply to the 600 series main valves.

The most important thing to remember when ordering main valve repair kits and replacement parts, except for the body, all other parts are going to be for a smaller size main valve. Cla-Val identifies main valve parts with the flange size of the standard 100 Series main valve. Refer to the "Main Valve Sizes Comparison" chart. For example, if you are servicing a 6" 100-20 Hytrol and needed a repair kit, you would order a repair kit for a 4" 100-01 Hytrol. This kit is also suitable for a 6" 100-20 Hytrol. Complete Technical Manuals include a repair kit data sheet N-RK that shows this relationship.

When you order repair parts, it is a good idea to include valve nameplate data (size, catalog number, and part number) and description of the parts desired. Do this to be sure parts will fit the valve you are working on and not be too big for it. Pilot controls and repair kits maintenance information remain the same for 100 or 600 Series valves.

UNDERSTANDING THE 600 SERIES VALVES

In 1987, Cla-Val introduced the Model 100-20 Hytrol as the basic main valve for the 600 Series of automatic control valves. To identify all new valves using the 100-20 Hytrol, an existing catalog number is modified. Making a 600 Series catalog number is simply done by using a "6" in front of the two digit catalog numbers or replacing the "2" with a "6" in three digit catalog numbers. Current schematics reflect both catalog numbers together separated by a slash (i.e. - 90-01/690-01, 58-02/658-02, 210-01/610-01, etc). Since these two valves 'share' the same catalog number and schematic, they provide the same function in a system. The only difference between the two valves is the relative capacity of the two main valve series.

The 100-01 Hytrol is the basic main valve for Cla-Val automatic control valves. This valve is the current version of the Clayton Hytrol valve design originated in 1936. The 100-01 Hytrol is designed as a full flow area valve. This means that the inlet, seat and outlet openings are the same size. Thus, the pressure drop is kept to a minimum for this globe style design.

The 100-20 Hytrol valve has all of the basic features and advantages of the original 100-01 Hytrol. Only one part has been changed - the body. It is designed with different size inlet, seat and outlet openings. The 100-20 Hytrol has inlet and outlet flanges one valve size larger than the seat opening size. This results in what is sometimes called a "reduced port' main valve. For example, a 4" 100-20 valve has a 3" seat. Note: valve size is always determined by the flange size. The following chart compares the 100-01 and the 100-20 main valves.

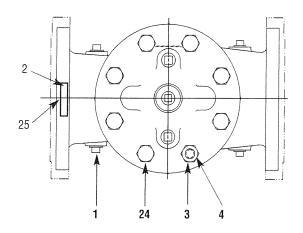
Basic Main Valve Size Comparison							
	Globe Pattern Valves						
Flange Size (inch)	Seat Size						
	100-01 (100 Series)	100-20 (600 Series)					
3	3	2					
4	4	3					
6	6	4					
8	8	6					
10	10	8					
12	12	10					
14	14						
16	16	12					
18		16					
20	20	16					
24	24	16					
	30	24					
36	36	30					
42		36					
48		36					
	Angle Pattern Valves						
Flange Size (inch)	Seat	Size					
	100-01 (100 Series)	100-20 (600 Series)					
4	4	3					
6	6 4						
8	8	6					

The 100-20 Hytrol is available only in ductile iron, 150 and 300 pressure class, and Bronze trim standard. Available extra cost main valve options include stainless steel trim, epoxy coating, Dura-Kleen stem, Delrin sleeved stem, and high temperature rubber parts. All four basic main valves have a 600 Series version available with all of the same benefits and size relationships. The following chart shows the relationship of Cla-Val main valve catalog numbers.

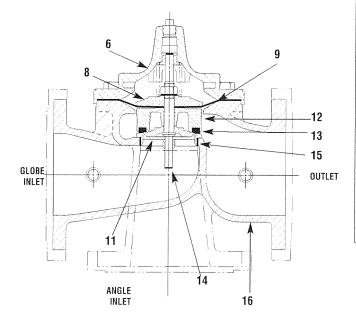
	Catalog Number					
Catalog Name	Circa 1936	100-Series	600 Series			
Hytrol	100 (Angle =2100)	100-01	100-20			
Powertrol	100P & 100PA	100-02	100-21			
Powercheck	100PC & 100PCA	100-03	100-22			
Hycheck	181	100-04	100-23			

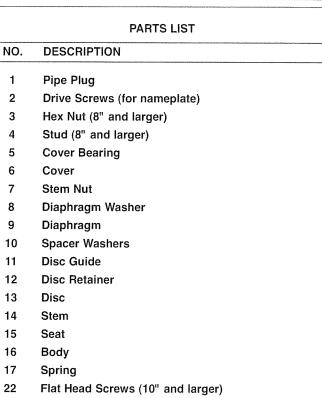
EXHIBIT K





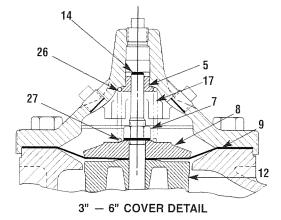


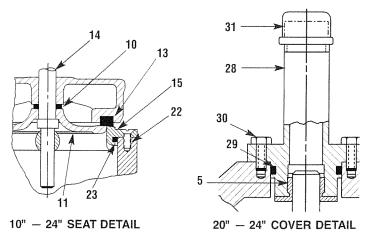




- 23 Seat O-Ring
- 24 Hex Bolt (3 " Thru 6")
- 25 Nameplate (Mounted on inlet flange)
- 26 Upper Spring Washer (Epoxy coated valves only)
- 27 Lower Spring Washer (Epoxy coated valves only)
- 28 Cover Bearing Housing (20" & 24" & 30")
- 29 Cover Bearing Housing O-Ring (20" & 24" & 30")
- 30 Hex Bolt (20" & 24")
- 31 Pipe Cap (20" & 24 & 30"")

WHEN ORDERING PARTS, BE SURE TO GIVE COMPLETE NAMEPLATE DATA, ITEM NUMBER AND DESCRIPTION.





GLA-VAL P.O

P.O. Box 1325 • Newport Beach, CA 92659-0325 • Phone: 949-722-4800 • Fax: 949-548-5441 • E-mail: claval@cla-val.com • Website cla-val.com © Copyright Cla-Val 2011 Printed in USA Specifications subject to change without notice. N-100-20 (R-3/2011)



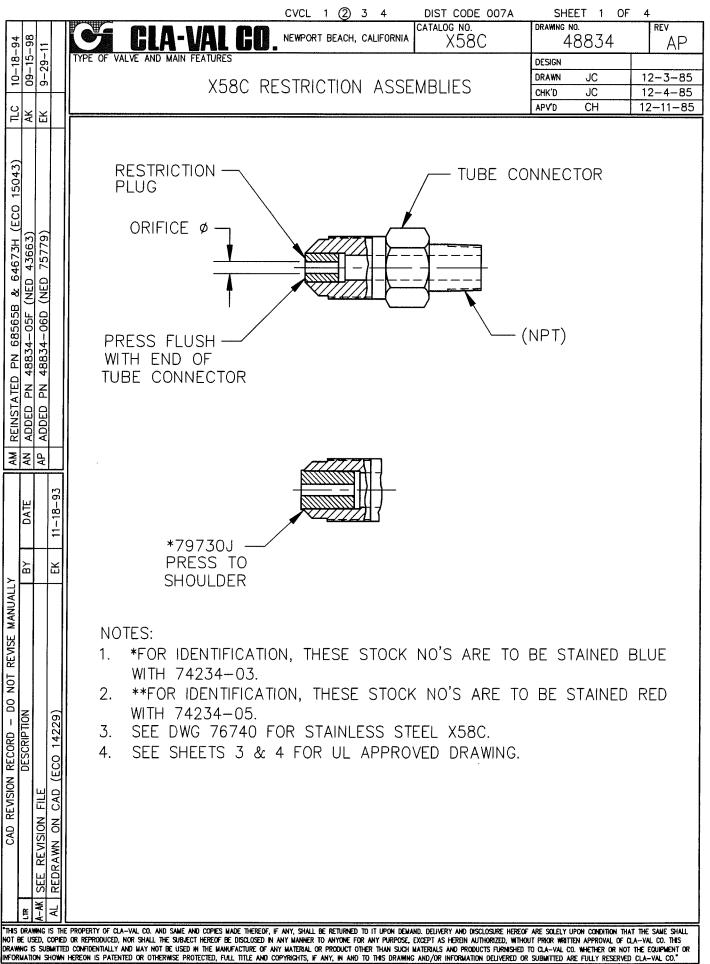


EXHIBIT K

		CVCL 1 ② 3 4	DIST CODE (DO7A SHEET 2	
		ALCO NEWPORT BEACH, CALIFO	0171100.110	drawing no. 4883	4 AF
	TYPE OF VALVE AND MAIN FE			DESIGN	
		X58C RESTRICTION AS	SSEMBLIES	DRAWN JC	12-3-8
				CHK'D JC APV'D CH	12-4-8
	- X58C	TUBE CONNEC	CTOR	RESTRICTIO	N PLUG
	STOCK NO.	SIZE TUBE X NPT	MATERIAL	ORIFICE DIA	MATERIA
	**44734C	<u>37° F</u> 3/8 X 3/8–18 NPT	1	.125 (1/8)	S. STEEL
		<u>45° F</u>	1		
	*37814B	1/4 X 1/8-27 NPT		.031 (1/32)	
	*80500C	1/4 X 1/8-27 NPT	BRASS	.062 (1/16)	S. STEE
	*67739D	3/8 X 1/8-27 NPT	BRASS	.040	S. STEE
	*64672K	3/8 X 3/8-18 NPT	BRASS	.062 (1/16)	S. STEE
	*99329-01D	3/8 X 3/8-18 NPT	BRASS	.094 (3/32)	S. STEE
	**79730J	1/2 X 1/2-14 NPT	BRASS	.125 (1/8)	S. STEE
	**48834-05F	3/8 X 3/8-18 NPT	BRASS	.125 (1/8)	S. STEE
	*85484E	1/4 X 1/8-27 NPT	BRASS	.031 (1/32)	DELRIN
	*85486K	1/4 X 1/8-27 NPT	BRASS	.040	DELRIN
DATE	**48834-03A	1/4 X 1/8-27 NPT	BRASS	.125 (1/8)	DELRIN
	*48834-04J	1/4 X 1/8-27 NPT	BRASS	.093	DELRIN
<u>→</u>	*88409-01G	3/8 X 1/8-27 NPT	BRASS	.031 (1/32)	DELRIN
	*88409J	3/8 X 1/8-27 NPT	BRASS	.052	DELRIN
	*42346H	3/8 X 1/8-27 NPT	BRASS	.062 (1/16)	DELRIN
	**48834-01E	3/8 X 1/8-27 NPT	BRASS	.125 (1/8)	DELRIN
	*42775H	3/8 X 1/4-18 NPT	BRASS	.062 (1/16)	DELRIN
	**63604D	3/8 X 1/4-18 NPT	BRASS	.156 (5/32)	DELRIN
	*10253D	3/8 X 3/8-18 NPT	BRASS	.031 (1/32)	DELRIN
	*46946A	3/8 X 3/8-18 NPT	BRASS	.062 (1/16)	DELRIN
	**64673H	3/8 X 3/8-18 NPT	BRASS	.125 (1/8)	DELRIN
	*68565B	3/8 X 3/8-18 NPT	BRASS	.094 (3/32)	DELRIN
	**43302K	3/8 X 3/8-18 NPT	BRASS	.188 (3/16)	DELRIN
	**12900H	1/2 X 1/2-14 NPT	BRASS	.125 (1/8)	DELRIN
- -	**48834-02C	1/2 X 1/2-14 NPT	BRASS	.188 (3/16)	DELRIN
SHEET	**48834-06D	1/2 X 1/2-14 NPT	BRASS	.250 (1/4)	DELRIN
SEE					
<u>F</u>	L	COPIES MADE THEREOF, IF ANY, SHALL BE RETURNED TO IT UP(

NOT BE USED, COPIED OR REPRODUCED, NOR SHALL THE SUBJECT HERCE THE DEAC THELEUR, MAY, SHALL RE RELIGNED TO IT OF OUR DEAL DATA AND USELCOME ARE SOLET OF NO WITTEN APPROVAL OF CLA-VAL CO. THIS DRAWING IS SUBMITTED CONFIDENTIALLY AND MAY NOT BE USED IN THE MANUFACTURE OF ANY MATERIAL OR PRODUCT OTHER THAN SUCH MATERIALS AND PRODUCTS FURNISHED TO CLA-VAL CO. WHETHER OR NOT THE EQUIPMENT OR INFORMATION SHOWN HEREON IS PATENTED OR OTHERWISE PROTECTED, FULL TITLE AND COPYRIGHTS, IF ANY, IN AND TO THIS DRAWING AND/OR INFORMATION DELIVERED OR SUBMITTED ARE FULLY RESERVED CLA-VAL CO."

EXHIBIT K Installation / Operation / Maintenance

- MODEL - CRD

CLA-VAL

Pressure Reducing Control



DESCRIPTION

The Cla-Val Model CRD Pressure Reducing Control automatically reduces a higher inlet pressure to a lower outlet pressure. It is a direct acting, spring loaded, diaphragm type control that operates hydraulically or pneumatically. It may be used as a self-contained valve or as a pilot control for a Cla-Val main valve. It will hold a constant downstream pressure within very close pressure limits.

OPERATION

The CRD Pressure Reducing Control is normally held open by the force of the compression spring above the diaphragm; and delivery pressure acts on the underside of the diaphragm. Flow through the valve responds to changes in downstream demand to maintain a pressure.

INSTALLATION

The CRD Pressure Reducing Control may be installed in any position. There is one inlet port and two outlets, for either straight or angle installation. The second outlet port can be used for a gage connection. A flow arrow is marked on the body casting.

ADJUSTMENT PROCEDURE

The CRD Pressure Reducing Control can be adjusted to provide a delivery pressure range as specified on the nameplate.

Pressure adjustment is made by turning the adjustment screw to vary the spring pressure on the diaphragm. The greater the compression on the spring the higher the pressure setting.

1. Turn the adjustment screw in (clockwise) to increase delivery pressure.

2. Turn the adjustment screw out (counter-clockwise) to

decrease the delivery pressure.

3. When pressure adjustment is completed tighten jam nut on adjusting screw and replace protective cap.

4. When this control is used, as a pilot control on a Cla-Val main valve, the adjustment should be made under flowing conditions. The flow rate is not critical, but generally should be somewhat lower than normal in order to provide an inlet pressure several psi higher than the desired setting

The approximate minimum flow rates given in the table are for the main valve on which the CRD is installed.

Valve Size	1 1/4" -3"	4"-8"	10"-16"	
Minimum Flow GPM	15-30	50-200	300-650	

SYMPTOM	PROBABLE CAUSE	REMEDY
	No spring compression	Tighten adjusting screw
Fails to open when deliver pres-	Damaged spring	Disassemble and replace
sure lowers	Spring guide (8) is not in place	Assemble properly
	Yoke dragging on inlet nozzle	Disassemble and reassemble properly (refer to Reassembly)
	Spring compressed solid	Back off adjusting screw
Fails to close when delivery	Mechanical obstruction	Disassemble and reassemble properly (refer to Reassembly)
pressure rises	Worn disc	Disassemble remove and replace disc retainer assembly
	Yoke dragging on inlet nozzle	Disassemble and reassemble properly (refer to Reassembly)
Leakage from	Damaged diaphragm	Disassemble and replace
cover vent hole	Loose diaphragm nut	Remove cover and tighten nut

MAINTENANCE

Disassembly

To disassemble follow the sequence of the item numbers assigned to parts in the sectional illustration.

Reassembly

Reassembly is the reverse of disassembly. Caution must be taken to avoid having the yoke (17) drag on the inlet nozzle of the body (18). Follow this procedure:

- 1. Place yoke (17) in body and screw the disc retainer assembly (16) until it bottoms.
- 2. Install gasket (14) and spring (19) for 2-30 and 2-6.5 psi

range onto plug (13) and fasten into body. Disc retainer must enter guide hole in plug as it is assembled. Screw the plug in by hand. Use wrench to tighten only.

- 3. Place diaphragm (12) diaphragm washer (11) and belleville washer (20) on yoke. Screw on hex nut (10).
- 4. Hold the diaphragm so that the screw holes in the diaphragm and body align. Tighten diaphragm nut with a wrench. At the final tightening release the diaphragm and permit it to rotate 5° to 10°. The diaphragm holes should now be properly aligned with the body holes.

To check for proper alignment proceed as follows:

Rotate diaphragm clockwise and counterclockwise as far as possible. Diaphragm screw holes should rotate equal distance on either side of body screw holes $\pm 1/8$ ".

Repeat assembly procedure until diaphragm and yoke are properly aligned. There must be no contact between yoke and body nozzle during its normal movement. To simulate this movement hold body and diaphragm holes aligned. Move yoke to open and closed positions. There must be no evidence of contact or dragging.

- 5. Install spring (9) with spring guide (8).
- 6. Install cover (5), adjusting screw (2) and nut (3), then cap (1).

A-VAL P.O. Box 1325 • Newport Beach, CA 92659-0325 • Phone: 949-722-4800 • Fax: 949-548-5441 • E-mail: claval@cla-val.com • Website cla-val.com • Website cla-val.com • Website cla-val.com • N-CRD (R-3/2011)

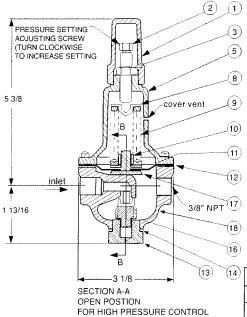


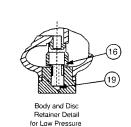
EXHIBIT K

PARTS LIST

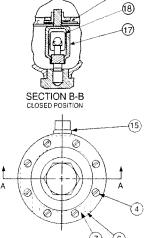
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CRD Pressure Reducing Control (Bronze Body with 303SS Trim)





Control



Size	Stock	ent Range		
(inch)	Number	psi	Ft of Water	
3/8	7194307A	2 - 6.5	4.5 - 15	
3/8	7194308J	2 - 30	4.5 - 69	
3/8	7194303K	15 - 75	35 - 173	
3/8	7194311C	46 - 242		
3/8	7194304H	69 - 692		
Fa	ctory Set Pres	ssure	PSI per Turn*	
	2 - 6.5 set @	🦻 3.5 psi	.61	
	2 - 30 set @	2 10 psi	3.0	
	15 - 75 set (@ 20 psi	9.0	
	20 - 105 set	@ 60 psi	12.0	
	27.0			
	*Approximate-Final Adjustment should be with a pressure gauge and with flow.			

When ordering parts specify:

- · All nameplate data
- Item Description
- Item number

Item	Description	Material	Part Number	List Price
1	Сар	PL	67628J	
2	Adjusting Screw	BRS	7188201D	
3	Jam Nut (3/8-16)	SS	6780106J	
4*	Machine Screw (Fil.Hd.) 8 Req'd	303	6757821B	
5	Cover	BRS	C2544K	
6	Nameplate Screw	SS	67999D	
7	Nameplate	BRS	C0022001G	
8	Spring Guide	302	71881H	
	Spring Guide (20 - 105 psi)	303	205620F	
9	Spring (15-75 psi)	CHR/VAN	71884B	
	Spring (2 - 6.5 psi)	SS	82575C	
	Spring (2 - 30 psi)	SS	81594E	
	Spring (20 - 105 psi)	316	20632101E	
	Spring (30 - 300 psi)	CHR/VAN	71885J	
10	Hex Nut	303	71883D	
11	Diaphragm Washer	302	71891G	
12*	Diaphragm	NBR	C6936D	
13	Plug, Body	BRS	V5653A	
14*	Gasket	Fiber	40174F	
15	Plug	BRS	6766003F	
16*	Disc Retainer Assy. (2 - 30 psi)	SS/Rub	C8348K	
	Disc Retainer Assy. (15 - 75 psi)	SS/Rub	37133G	
	Disc Retainer Assy. (20 - 105 psi)	SS/Rub	37133G	
	Disc Retainer Assy. (30 - 300 psi)	SS/Rub	37133G	
17	Yoke	VBZ	V6951H	
18	Body & 1/4" Seat Assy	BR/SS	8339702G	
19*	Bucking Spring (2 - 6.5 psi)(2 - 30psi)	302	V0558G	
20	Belleville Washer	STL	7055007E	
*	Repair Kit (No Bucking Spring)	Buna®-N	9170003K	
*	Repair Kit (with Bucking Spring)	Buna®-N	9170002B	

CRD (R-8/2011) P.O. Box 1325 • Newport Beach, CA 92659-0325 • Phone: 949-722-4800 • Fax: 949-548-5441 • E-mail: claval@cla-val.com • Website cla-val.com • L-CRD (R-8/2011)

EXHIBIT K

PARTS LIST



(2) <u>(</u>1) PRESSURE SETTING 3 ADJUSTING SCREW (TURN CLOCKWISE TO INCREASE SETTING 5 (8) 5 3/8 9 -cover vent Ċ. 辱 ¦Β (10) (11) (12) inlet 3/8" NPT 17 1 13/16 (18) (16) R (14) (13)

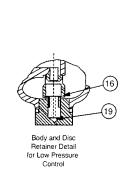
SECTION A-A OPEN POSTION FOR HIGH PRESSURE CONTROL

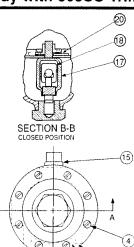
Size	Stock	Adjustm	ent Range
(inch)	Number	psi	Ft of Water
3/8	7194307A	2 - 6.5	4.5 - 15
3/8	7194308J	2 - 30	4.5 - 69
3/8	7194303K	15 - 75	35 - 173
3/8	7194311C	20 - 105	46 - 242
3/8	7194304H	69 - 692	
Fa	ctory Set Pres	ssure	PSI per Turn*
	2 - 6.5 set @	🦻 3.5 psi	.61
	2 - 30 set @	⊉ 10 psi	3.0
	15 - 75 set (@ 20 psi	9.0
	20 - 105 set	@ 40 psi	12.0
	30 - 300 set @ 60 psi		
*Approximate-Final Adjustment should be with a pressure gauge and with flow.			

When ordering parts specify:

- All nameplate data
- Item Description
- Item number







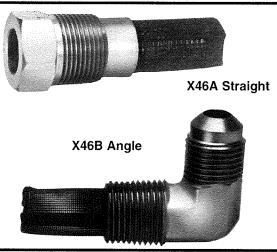
Item	Description	Material	Part Numbe
1	Сар	PL	67628J
2	Adjusting Screw	BRS	7188201D
3	Jam Nut (3/8-16)	SS	6780106J
4*	Machine Screw (Fil.Hd.) 8 Req'd	303	6757821B
5	Cover	BRS	C2544K
6	Nameplate Screw	SS	67999D
7	Nameplate	BRS	C0022001G
8	Spring Guide	302	71881H
	Spring Guide (20 - 105 psi)	303	205620F
9	Spring (15-75 psi)	CHR/VAN	71884B
	Spring (2 - 6.5 psi)	SS	82575C
	Spring (2 - 30 psi)	SS	81594E
	Spring (20 - 105 psi)	316	20632101E
	Spring (30 - 300 psi)	CHR/VAN	71885J
10	Hex Nut	303	71883D
11	Diaphragm Washer	302	71891G
12*	Diaphragm	NBR	C6936D
13	Plug, Body	BRS	V5653A
14*	Gasket	Fiber	40174F
15	Plug	BRS	6766003F
16*	Disc Retainer Assy. (2 - 30 psi)	SS/Rub	C8348K
	Disc Retainer Assy. (15 - 75 psi)	SS/Rub	37133G
	Disc Retainer Assy. (20 - 105 psi)	SS/Rub	37133G
	Disc Retainer Assy. (30 - 300 psi)	SS/Rub	37133G
17	Yoke	VBZ	V6951H
18	Body & 1/4" Seat Assy	BR/SS	8339702G
19*	Bucking Spring (2 - 6.5 psi)(2 - 30psi)	302	V0558G
20	Belleville Washer	STL	7055007E
*	Repair Kit (No Bucking Spring)	Buna®-N	9170003K
*	Repair Kit (with Bucking Spring)	Buna®-N	9170002B



EXHIBIT K **INSTALLATION / OPERATION / MAINTENANCE**

Flow Clean Strainer

- MODEL - X46



Dimensions (In Inches)

н

B(NPT)

1/8

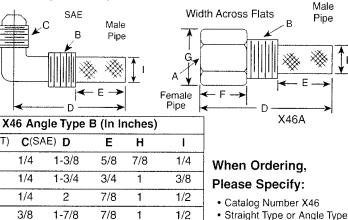
1/4

3/8

3/8

1/2

X46B



5/8

	X46A \$	Straight	Туре /	A (In Ir	nches))	
A (NF	PT) B (NF	τ) D	Ε	F	G	I	
1/8	1/8	1-3/4	3/4	1/2	1/2	1/4	
1/4	1/4	2-1/4	1	3⁄4	3/4	3/8	
3/8	3/8	2-1/2	1	7/8	7/8	1/2	
3/8	1/2	2-1/2	1-1/4	1/2	7/8	3/4	
1/2	1/2	3	1-1/4	1	1-1/8	3/4	
3/8	3⁄4	3-3/8	2	1/2	1	7/8	
3/4	3/4	4	2	1	1-1/2	7/8	
3/8	1	4-1/4	2-3/4	1/2	1-3/8	7/8	
1	1	4-1/2	2-3/4	1-1/4	1-3/4	7/8	
1/2	1	4-1/4	2-3/4	1/2	1-3/8	7/8	

INSTALLATION

3/8

2-3/8

The strainer is designed for use in conjunction with a Cla-Val Main Valve, but can be installed in any piping system where there is a moving fluid stream to keep it clean. When it is used with the Cla-Val Valve, it is threaded into the upstream body port provided for it on the side of the valve. It projects through the side of the Main Valve into the flow stream. All liquid shunted to the pilot control system and to the cover chamber of the Main Valve passes through the X46 Flow Clean Strainer.

1

1

1 - 1/4

INSPECTION

Inspect internal and external threads for damage or evidence of cross-threading. Check inner and outer screens for clogging, embedded foreign particles, breaks, cracks, corrosion, fatigue, and other signs of damage.

DISASSEMBLY

Do not attempt to remove the screens from the strainer housing.

CLEANING

Materials

Size Inserted Into and Size Connection

After inspection, cleaning of the X46 can begin. Water service usually will produce mineral or lime deposits on metal parts in contact with water. These deposits can be cleaned by dipping X46 in a 5-percent muriatic acid solution just long enough for deposit to dissolve. This will remove most of the common types of deposits. Caution: use extreme care when handling acid. If the deposit is not removed by acid, then a fine grit (400) wet or dry sandpaper can be used with water. Rinse parts in water before handling. An appropriate solvent can clean parts used in fueling service. Dry with compressed air or a clean, lint-free cloth. Protect from damage and dust until reassembled.

REPLACEMENT

If there is any sign of damage, or if there is the slightest doubt that the Model X46 Flow Clean Strainer may not afford completely satisfactory operation, replace it. Use Inspection steps as a guide. Neither inner screen, outer screen, nor housing is furnished as a replacement part. Replace Model X46 Flow Clean Strainer as a complete unit.

When ordering replacement Flow-Clean Strainers, it is important to determine pipe size of the tapped hole into which the strainer will be inserted (refer to column A or F), and the size of the external connection (refer to column B or G).

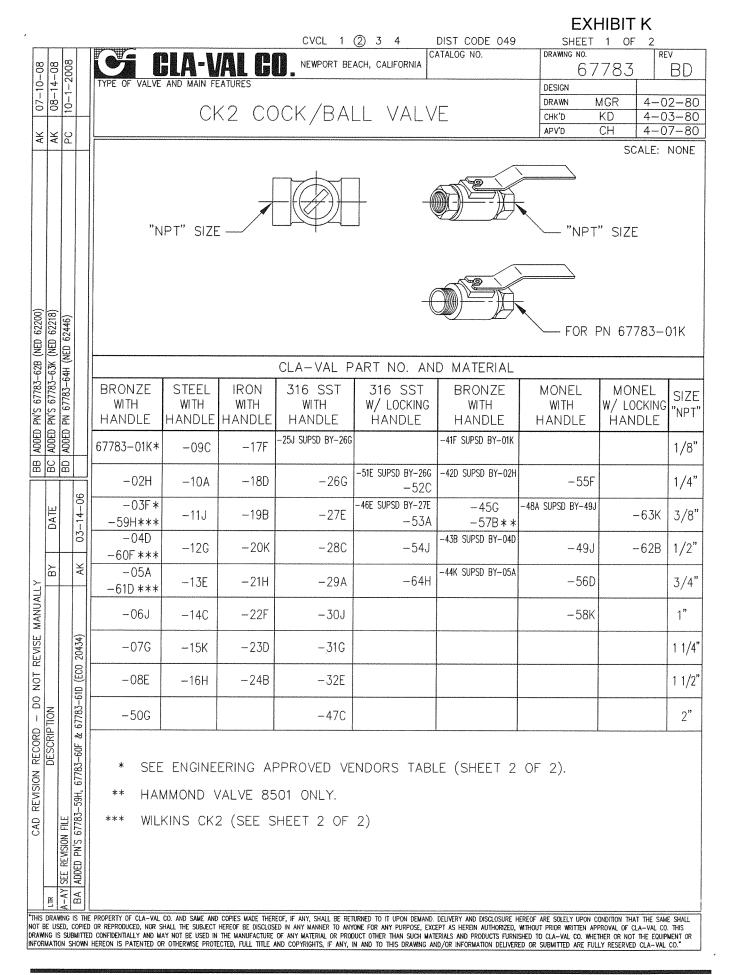
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Straight Type or Angle Type

Self Scrubbing Cleaning Action

The Cla-Val Model X46 Strainer is designed to prevent passage of foreign particles larger than .015". It is especially effective against such contaminant as algae, mud, scale, wood pulp, moss, and root fibers. There is a model for every Cla-Val. valve.

The X46 Flow Clean strainer operates on a velocity principle utilizing the circular "air foil" section to make it self cleaning. Impingement of particles is on the "leading edge" only. The low pressure area on the downstream side of the screen prevents foreign particles from clogging the screen. There is also a scouring action, due to eddy currents, which keeps most of the screen area clean.



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EXHIBIT K

INSTALLATION / OPERATION / MAINTENANCE



-model- CV **Flow Control**



DESCRIPTION

The CV Control is an adjustable restriction which acts as a needle valve when flow is in the direction of the stem. When flow is in the reverse direction, the port area opens fully to allow unrestricted flow. When installed in the control system of a Cla-Val automatic valve, it can be arranged to function as either an opening or closing speed control.

OPERATION

The CV Flow Control permits full flow from port A to B, and restricted flow in the reverse direction. Flow from port A to B lifts the disc from seat, permitting full flow. Flow in the reverse direction seats the disc, causing fluid to pass through the clearance between the stem and the disc. This clearance can be increased, thereby increasing the restricted flow, by screwing the stem out, or counter-clockwise. Turning the stem in, or clockwise reduces the clearance between the stem and the disc, thereby reducing the restricted flow.'

INSTALLATION

Install the CV Flow Control as shown in the valve schematic All connections must be tight to prevent leakage.

DISASSEMBLY

Follow the sequence of the item numbers assigned to the parts in the cross sectional illustration for recommended order of disassembly.

Use a scriber, or similar sharp-pointed tool to remove O-ring from the stem.

INSPECTION

Inspect all threads for damage or evidence of crossthreading. Check mating surface of seat and valve disc for excessive scoring or embedded foreign particles. Check spring for visible distortion, cracks and breaks. Inspect all parts for damage, corrosion and cleanliness.

CLEANING

After disassembly and inspection, cleaning of the parts can begin. Water service usually will produce mineral or lime deposits on metal parts in contact with water. These deposits can be cleaned by dipping the parts in a 5-percent muriatic acid solution just long enough for deposits to dissolve. This will remove most of the common types of deposits. Caution: use extreme care when handling acid. If the deposit is not removed by acid, then a fine grit (400) wet or dry sandpaper can be used with water. Rinse parts in water before handling. An appropriate solvent can clean parts used in fueling service. Dry with compressed air or a clean, lint-free cloth. Protect from damage and dust until reassembled.

REPAIR AND REPLACEMENT

Minor nicks and scratches may be polished out using a fine grade of emery or crocus cloth; replace parts if scratches cannot be removed.

Replace O-ring packing and gasket each time CV Flow Control is overhauled.

Replace all parts which are defective. Replace any parts which create the slightest doubt that they will not afford completely satisfactory operation. Use Inspection steps as a quide.

REASSEMBLY

Reassembly is the reverse of disassembly; no special tools are required.

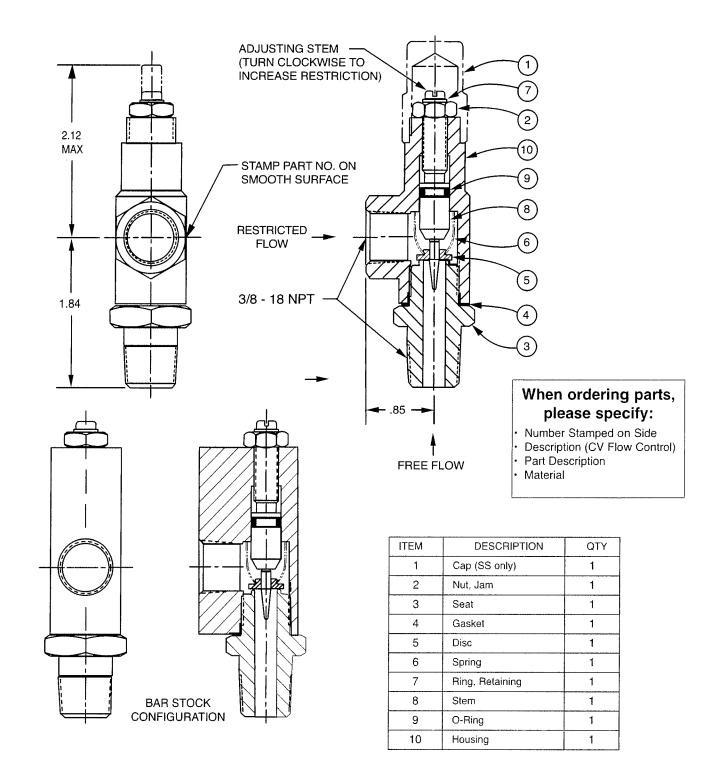
TEST PROCEDURE

No testing of the flow Control is required prior to reassembly to the pilot control system on Cla-Val Main Valve.

CLA-VAL 1701 Placentia Ave • Costa Mesa CA 92627 Phone: 949-722-4800 • Fax: 949-548-5441 • E-mail: info@cla-val.com • www.cla-val.com • @copyright Cla-Val 2018 Printed in USA Specifications subject to change without notice.

EXHIBIT K PARTS LIST

CV 3/8" Flow Control





CLA-VAU

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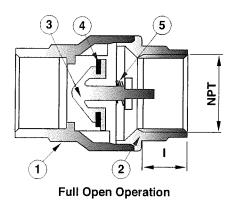
EXHIBIT K

PARTS LIST



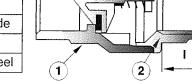
Check Valve (Sizes 3/8" and 1/2")

- NSF 61 Approved
- Meets low lead requirements
- Soft Seat for Bubble Tight Shutoff, Spring Loaded for Fast Seating Action
- Compact Design
- Low Cracking Pressure 1/2 psi
- Flow Profile Designed to Minimize Head Loss
- Perfect Seating both at High and Low Pressure, Wide Temperature Range: +10° to 210°F
- Polyethermide Disc to ensure the Best Resistance for Corrosion and Abrasion
- Patented Disc Guide to Prevent Any Side Loading



NSF 61

ltem	Description	Material
1	Body	Brass
2	End Connection	Brass
3	Disc	Polytherimide
4	Seat	NBR
5	Spring	Stainless Steel



4

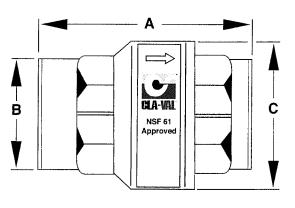
Tight Closing Operation

5)

ΠPT

Dimensions

Size (NPT)	Stock Number	A	в	С	1	с _v	psi	Wt.
3/8"	9834501A	1.73	0.79	1.06	0.40	4.55	400	0.37
1/2"	9834502J	2.32	0.98	1.35	0.53	6.00	400	0.32





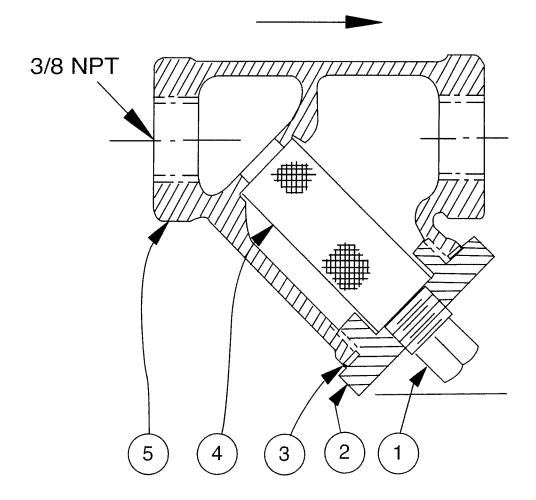
PARTS LIST

X43 Strainer

ITEM	DESCRIPTION	MATERIAL
1	Pipe Plug	Steel
2	Strainer Plug	Brass
3	Gasket	Copper
4	Screen	SST
5	Body	Brass
١	lo parts available. Rreplace	ement assembly only.

Standard 60 mesh pilot system strainer for fluid service.

Size	Stock Number
3/8 x 3/8	33450J



Cla-Val Product

Identification

How to Order



Proper Identification

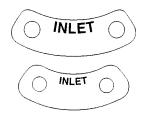
For ordering repair kits, replacement parts, or for inquiries concerning valve operation, it is important to properly identify Cla-Val products already in service by including all nameplate data with your inquiry. Pertinent product data includes valve function, size, material, pressure rating, end details, type of pilot controls used and control adjustment ranges.

Identification Plates

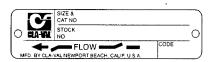
For product identification, cast-in body markings are supplemented by identification plates as illustrated on this page. The plates, depending on type and size of product, are mounted in the most practical position. It is extremely important that these identification plates are not painted over, removed, or in any other way rendered illegible.



This brass plate appears on valves sized $2^{1}/_{2}$ " and larger and is located on the top of the inlet flange.

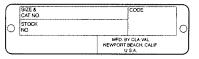


These two brass plates appear on 3/8", 1/2", and 3/4" size valves and are located on the valve cover.

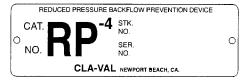


These two brass plates appear on threaded valves 1" through 3" size or flanged valves 1" through 2".

It is located on only one side of the valve body.



This brass plate is used to identify pilot control valves. The adjustment range is stamped into the plate.



This brass plate is used on our backflow prevention assemblies. It is located on the side of the Number Two check (2" through 10"). The serial number of the assembly is also stamped on the top of the inlet flange of the Number One check.

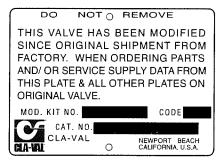


○ RESERVOIR ↓ END ↓ ○

This brass plate appears on altitude valves only and is found on top of the outlet flange.



This tag is affixed to the cover of the pilot control valve. The adjustment range appears in the spring range section.



This aluminum plate is included in pilot system modification kits and is to be wired to the new pilot control system after installation.

HOW TO ORDER

Because of the vast number of possible configurations and combinations available, many valves and controls are not shown in published product and price lists. For ordering information, price and availability on product that are not listed, please contact your local Cla-Val office or our factory office located at:

> P. O. Box 1325 Newport Beach, California 92659-0325 (949) 722-4800 FAX (949) 548-5441

LIMITED WARRANTY

Automatic valves and controls as manufactured by Cla-Val are warranted for three years from date of shipment against manufacturing defects in material and workmanship that develop in the service for which they are designed, provided the products are installed and used in accordance with all applicable instructions and limitations issued by Cla-Val. Electronic components manufactured by Cla-Val are warranted for one year from the date of shipment.

We will repair or replace defective material, free of charge, that is returned to our factory, transportation charges prepaid, if upon inspection, the material is found to have been defective at time of original shipment. This warranty is expressly conditioned on the purchaser's providing written notification to Cla-Val immediate upon discovery of the defect.

Components used by Cla-Val but manufactured by others, are warranted only to the extent of that manufacturer's guarantee.

This warranty shall not apply if the product has been altered or repaired by others, Cla-Val shall make no allowance or credit for such repairs or alterations unless authorized in writing by Cla-Val.

TERMS OF SALE

ACCEPTANCE OF ORDERS

All orders are subject to acceptance by our main office at Newport Beach, California.

CREDIT TERMS

Credit terms are net thirty (30) days from date of invoice

PURCHASE ORDER FORMS

Orders submitted on customer's own purchase order forms will be accepted only with the express understanding that no statements, clauses, or conditions contained in said order form will be binding on the Seller if they in any way modify the Seller's own terms and conditions of sales.

PRODUCT CHANGES

The right is reserved to make changes in pattern, design or materials when deemed necessary, without prior notice.

PRICES

All prices are F.O.B. Newport Beach, California unless expressly stated otherwise on our acknowledgement of the order. Prices are subject to change without notice. The prices at which any order is accepted are subject to adjustment to the Seller's price in effect at the time of shipment. Prices do not include sales, excise, municipal, state or any other Government taxes. Minimum order charge \$100.00.

RESPONSIBILITY

We will not be responsible for delays resulting from strikes, accidents, negligence of carriers, or other causes beyond our control. Also, we will not be liable for any unauthorized product alterations or charges accruing there from

Beamsville, Ontario

905-563-4963

905-563-4040

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Specifications subject to change without notice

Canada L0R 1B4

Phone:

Fax:

SPECIFY WHEN ORDERING

- Model Number
- Globe or Angle Pattern
- Adjustment Range
- (As Applicable)

UNLESS OTHERWISE SPECIFIED

- · Globe or angle pattern are the same price
- · Ductile iron body and bronze trim are standard
- · X46 Flow Clean Strainer or X43 "Y" Strainer are included

Valve Size

Threaded or Flanged

Optional Features

Pressure Class

· Body and Trim Materials

· CK2 Isolation Valves are included in price on 4" and larger valve sizes (6" and larger on 600 Series)

DISCLAIMER OF WARBANTIES AND LIMITATIONS OF LIABILITY

The foregoing warranty is exclusive and in lieu of all other warranties and representations, whether expressed, implied, oral or written, including but not limited to any implied warranties or merchantability or fitness for a particular purpose. All such other warranties and representations are hereby cancelled.

Cla-Val shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. Cla-Val shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product. Cla-Val shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data and services. No representative of Cla-Val may change any of the foregoing or assume any additional liability or responsibility in connection with the product. The liability of Cla-Val is limited to material replacements F.O.B. Newport Beach, California.

RISK

All goods are shipped at the risk of the purchaser after they have been delivered by us to the carrier. Claims for error, shortages, etc., must be made upon receipt of goods

EXPORT SHIPMENTS

Export shipments are subject to an additional charge for export packing.

RETURNED GOODS

- 1. Customers must obtain written approval from Cla-Val prior to returning any material
- 2 Cla-Val reserves the right to refuse the return of any products.
- 3 Products more than six (6) months old cannot be returned for credit.
- 4. Specially produced, non-standard models cannot be returned for credit.
- Rubber goods such as diaphragms, discs, o-rings, etc., cannot be returned for 5. credit, unless as part of an unopened vacuum sealed repair kit which is less than six months old
- 6 Goods authorized for return are subject to a 35% (\$100 minimum) restocking charge and a service charge for inspection, reconditioning, replacement of rubber parts, retesting, repainting and repackaging as required.
- 7 Authorized returned goods must be packaged and shipped prepaid to Cla-Val, 1701 Placentia Avenue, Costa Mesa, California 92627



CLA-VAL

PO Box 1325 Newport Beach CA 92659-0325 Phone: 949-722-4800 • Fax: 949-548-5441

CLA-VAL CANADA CLA-VAL EUROPE 4687 Christie Drive

Chemin dés Mesanges 1 CH-1032 Romanel/ Lausanne, Switzerland Phone: 41-21-643-15-55 Fax:

41-21-643-15-50

Represented By:

www.cla-val.com Page 28

-MODEL- REPAIR KITS



Model 100-01 Hytrol Main Valve

		BUNA-N MATERIAL		
	RUBBER KIT	REPAIR KIT	REBUILD ASSEMBLY	STUD & NUT KIT
	STOCK NO.	STOCK NO.	STOCK NO.	STOCK NO.
3/8"	9169801K		21176614B	21176633J
1/2"	9169802H	21176602F	21176615A	21176634H
3/4"	9169802H	21176602F	21176615A	21176634H
1" Non-Guided	9169803F	21176601G	21176616K	21176636F
1"	9169804D	21176603E	21176617J	21176636F
1 1/4"	9169804D	21176603E	21176617J	21176636F
1 1/2"	9169804D	21176603E	21176617J	21176636F
2"	9169805A	21176608K	21176618H	21176637E
2 1/2"	9169811J	21176609J	21176619G	21176638D
3"	9169812G	21176604D	21176620D	21176639C
4"	9169813E	21176605C	21176621C	21176640K
6"	9169815K	21176606B	21176622B	21176641J
8"	9817901D	21176607A	21176623A	21176642H
10"	9817902B	21176610F	21176624K	21176643G
12"	9817903K	21176611E	21176625J	21176644F
14"	9817904H	21176612D	21176626H	21176645E
16"	9817905E	21176613C	21176627G	21176645E

Model 100-20 Hytrol Main Valve

	BUNA-N MATERIAL					
	RUBBER KIT	REPAIR KIT	REBUILD ASSEMBLY	STUD & NUT KIT		
	STOCK NO.	STOCK NO.	STOCK NO.	STOCK NO.		
3"	9169805A	21176608K	21176618H	21176637E		
4"	9169812G	21176604D	21176620D	21176639C		
6"	9169813E	21176605C	21176621C	21176640K		
8"	9169815K	21176606B	21176622B	21176641J		
10"	9817901D	21176607A	21176623A	21176642H		
12"	9817902B	21176610F	21176624K	21176643G		
14"	9817903K	21176611E	21176625J	21176644F		
16"	9817903K	21176611E	21176625J	21176644F		

Consult factory for larger sizes

Rubber Kit Includes: Diaphragm, Disc, Spacer Washers

Repair Kit Includes: Diaphragm, Disc, Spacer Washers, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer

Rebuild Assembly Includes: Diaphragm, Disc, Spacer Washers, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer, Stainless Steel Bolts & Washers (6" & Below), Stainless Steel Studs, Nuts, & Washers (8" & Above), Stem, Stem Nut, Disc Guide, Standard Cover Spring, Cover Washer

Stud & Nut Kit Includes: Stainless Steel Bolts & Washers (6" & Below), Stainless Steel Studs, Nuts, & Washers (8" & Above)

Repair Kits for 100-02/100-21 Powertrol and 100-03/100-22 Powercheck Main Valves For: Powertrol and Powercheck Main Valves-150 Pressure Class Only

Includes: Diaphragm, Disc (or Disc Assembly) and O-rings and full set of spare Spacer Washers.

Valve	Kit Stock Number	Valve	Kit Stock	(Number
Size	100-02	Size	100-02 & 100-03	100-21 & 100-22
3/3"	9169901H	2½"	9169910J	N/A
1/2" & 3/4"	9169902F	3"	9169911G	9169905J
1"	9169903D	4"	9169912E	9169911G
1¼" & 1½"	9169904B	6"	9169913C	9169912E
2"	9169905J	8"	99116G	9169913C
		10"	9169939H	99116G
		12"	9169937B	9169939H
15. 5 100 0				Larger Sizes: Consult Fac

Repair Kits for 100-04/100-23 Hy-Check Main Valves

For: Hy-Check Main Valves-150 Pressure Class Only

Includes: Diaphragm, Disc and O-Rings and full set of spare Spacer Washers.

Valve	Kit Stock	Number	Valve	Kit Stock Number						
Size	100-04	100-23	Size	100-04	100-23					
4"	20210901B	N/A	12"	20210905H	20210904J					
6"	20210902A	20210901B	14"	20210906G	N/A					
8"	20210903K	20210902A	16"	20210907F	20210905H					
10"	20210904J	20210903K	20"	N/A	20210907F					
			24"	- N/A	20210907F					

Larger Sizes: Consult Factory.

Repair Kits for Pilot Control Valves (In Standard Materials Only)

Includes: Diaphragm, Disc (or Disc Assembly), O-Rings, Gaskets or spare Screws as appropriate.

	BUNA-N® (Star	dard Material)		VITON (For KB C	Controls)		
Pilot	Kit Stock	Pilot	Kit Stock	Pilot	Kit Stock		
Control	Number	Control	Number	Control	Number		
CDB	9170006C	CFM-9	12223E	CDB-KB	9170012A		
CDB-30	9170023H	CRA (w/bucking spring)	9170001D	CRA-KB	N/A		
CDB-31	9170024F	CRD (w/bucking spring)	9170002B	CRD-KB (w/bucking spring)	9170008J		
CDB-7	9170017K	CRD (no bucking spring)	9170003K	CRL-KB	9170013J		
CDH-2	18225D	CRD-18	20275401K	CDHS-2BKB	9170010E		
CDHS-2	44607A	CRD-22	98923G	CDHS-2FKB	9170011C		
CDHS-2B	9170004H	CRL (55F, 55L)	9170007A	CDHS-18KB (no bucking spring)	9170009G		
CDHS-2F	9170005E	CRL60/55L-60	9170033G	102C-KB	1726202D		
CDHS-3C-A2	24657K	CRL60/55L60 1"	9170042H				
CDHS-8A	2666901A	CRL-4A	43413E				
CDHS-18	9170003K	CRL-5 (55B)	65755B				
CDS-4	9170014G	CRL-5A (55G)	20666E				
CDS-5	14200A	CRL-18	20309801C				
CDS-6	20119301A	Universal CRL	9170041K				
CDS-6A	20349401C	CV	9170019F				
CFCM-M1	1222301C	X105L (O-ring)	00951E				
CFM-2	12223E	102B-1	1502201F	Buna-N®			
CFM-7	1263901K	102C-2	1726201F	CRD Disc Ret. (Solid)	C5256H		
CFM-7A	1263901K	102C-3	1726201F	CRD Disc Ret. (Spring)	C5255K		

Repair Assemblies (In Standard Materials Only)

Control	Description	Stock Number
CF1-C1	Pilot Assembly Only	89541H
CF1-CI	Complete Float Control less Ball and Rod	89016A
CFC2-C1	Disc, Distributor and Seals	2674701E
CSM 11-A2-2	Mechanical Parts Assembly	97544B
CSM 11-A2-2	Pilot Assembly Only	18053K
33A 1"	Complete Internal Assembly and Seal	2036030B
33A 2"	Complete Internal Assembly and Seal	2040830J

When ordering, please give complete nameplate data of the valve and/or control being repaired. MINIMUM ORDER CHARGE APPLIES

1701 Placentia Ave • Costa Mesa CA 92627 Phone: 949-722-4800 • Fax: 949-548-5441 • E-mail: info@cla-val.com • www.cla-val.com © Copyright Cla-Val 2019 Printed in USA Specifications subject to change without notice. N-RK is a subject to change without notice. rla-va



PRESSURE REDUCING VALVE

The Cla-Val 90-01/690-01 is an automatic control valve designed to reduce higher inlet pressure to a steady lower downstream pressure regardless of changing flow rate and/or varying inlet pressure. It is a hydraulically operated, pilot-controlled, diaphragm type globe or angle valve. When downstream pressure exceeds the pressure setting of the control pilot, the main valve and pilot valve close drip-tight. The control system is very sensitive to slight pressure changes and immediately controls the main valve to maintain the desired downstream pressure. Pressure setting adjustment is made with a single adjusting screw that has a protective cap to discourage tampering.

INSTALLATION

1. Allow sufficient room around the valve assembly to make adjustments and for servicing.

2. It is recommended that gate or line block valves be installed on both ends of the 90-01/690-01 valve assembly to facilitate isolating the valve for maintenance. At a minimum of one pipe diameter apart.

NOTE: BEFORE THE VALVE IS INSTALLED, PIPE LINES SHOULD BE FLUSHED OF ALL CHIPS, SCALE, AND FOREIGN MATTER.

3. Place the valve assembly in the line with flow through the valve in the direction indicated on the inlet plate or by flow arrows. Check all fittings and hardware for proper makeup and that no apparent damage is evident. Be sure main valve cover nuts/bolts are tight. As pressure in some applications can be very high, thorough inspection for proper installation and makeup is strongly recommended.

4. Cla-Val Valves operate with maximum efficiency when mounted in horizontal piping with the cover UP, however, other positions are acceptable. Due to size and weight of cover and internal components of six-inch and larger valves, installation with the cover up is advisable and provides greater accessibility to internal parts for periodic inspection

5. Caution must be taken in the installation of this valve to insure that galvanic and/or electrolytic action does not take place. The proper use of dielectric fittings and gaskets are required in all systems using dissimilar metals.

OPERATION AND START-UP

1. Prior to pressurizing the valve assembly, ensure that the necessary gauges to measure pressure in the system are installed as required by the system engineer. A Cla-Val X101 Valve Position Indicator may be installed in the center cover port to provide a visual indication of the valve movement during start-up.

CAUTION: During start-up and test procedures, a large volume of water may be discharged downstream. Check that the downstream venting is adequate to prevent damage to personnel and equipment. **All adjustments in pressure should be made slowly while under flowing conditions**. If the main valve closes too fast, it may cause surging in upstream piping. 2. If isolation valves (B) are installed in pilot system, open these valves (see schematic).

3. Optional Cla-Val CV Flow Controls (C or S) provide adjustable regulation of flow in and out of the main valve chamber to minimize pulsations that sometime occur at very low flow rates. If CV Controls are installed, loosen jam nut and turn adjustment screw counterclockwise from closed position 3.5 turns for an initial setting.

4. Open the upstream gate or block valve just slightly to allow the main valve assembly and pilot system to fill with liquid.

5. Carefully loosen tube fittings at highest points and bleed air from pilot control system. Carefully loosen the plug at top of main valve cover to bleed air from cover. If an indicator is installed, carefully loosen the air bleed valve at top of indicator. Tighten tube fittings.

6. Open the upstream gate or block valve fully.

7. Slowly open the downstream gate or block valve. Flow should occur and pressure should remain constant.

8. Adjust the CRD Control to desired pressure. To change pressure setting, turn the adjusting screw clockwise to increase pressure, counterclock-

wise to decrease pressure. There must be liquid flowing through the valve during pressure adjustments. When the desired setting has been made, tighten jam nut and replace cover.

9. To check the operation of the valve, open and close the downstream gate valve. The downstream pressure should remain constant.

10. If opening and closing speed controls (C or S) are installed in the valve pilot system, fine tune the opening and closing speed of the main valve while performing step 9. Turn the CV adjustment screw clockwise on the opening speed control to make the main valve open slower. Turn the adjustment screw clockwise on the closing speed control to make the main valve close slower. When adjustments have been completed, tighten jam nuts.

MAINTENANCE

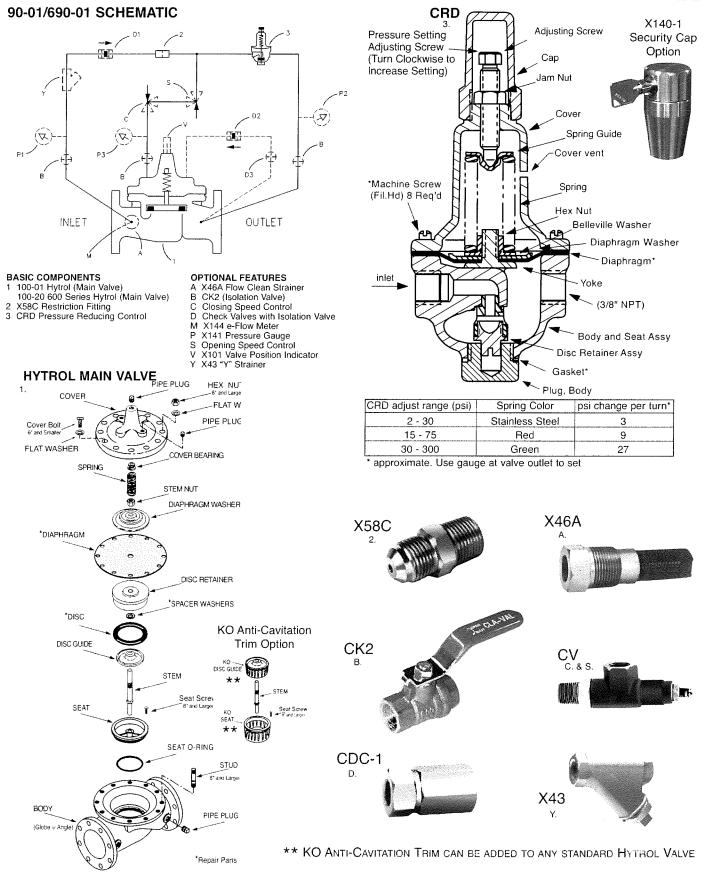
1. Cla-Val Automatic Control Valves require no lubrication or packing, however, should be inspected a minimum of once annually.

2. Repair and maintenance procedures of the Cla-Val Hytrol Main Valve and pilot control components are included in a more detailed IOM manual. It can be downloaded from our web site (www.cla-val.com) or obtained by contacting a Cla-Val Regional Sales Office.

3. When ordering parts, always refer to the catalog number and stock number on the valve nameplate.

SYMPTOM	PROBABLE CAUSE	REMEDY
Main valve	No pressure at valve inlet	Check inlet pressure
fails to open	Main valve diaphragm assembly inoperative	Disassemble, clean and polish stem, replace detective parts
	Pilot Valve (CRD) not opening: 1. No spring compression 2. Damaged spring 3. Spring guide not in place 4. Yoke dragging on inlet nozzle	 Tighten adjusting screw Disassemble and replace Assemble properly Assemble properly
	Flow Control (CV) disc inoperative. Corrosion or excessive scale buildup on stem	Disassemble, clean and polish stem. Replace worn parts
Main valve fails to close	Foreign matter between disc and seat or worn disc. Scale on stem or diaphragm ruptured	Disassemble main valve, remove matter, clean parts and replace defective parts
	Flow Clean Strainer plugged CK2 (isolation valves) closed	Remove and clean or replace Open isolation valves
	 Pilot Valve (CRD) remain open: 1. Spring compressed solid 2. Mechanical obstruction 3. Worn disc 4. Yoke dragging on inlet nozzle diaphragm nut 	 Back off adjusting screw Disassemble and remove obstruction Disassemble remove and replace disc retainer assembly Assemble properly
	 Diaphragm damaged or loose diaphragm nut. Leakage from vent hole in cover 	5. Disassemble. replace diaphragm and/or tighten nut
Fails to regulate	Air in main valve cover and/or tubing	Loosen top cover plug and fittings and bleed air
	Pilot Valve (CRD) yoke dragging on inlet nozzle	Assemble properly
	Pilot Valve (CRD) spring not in correct range to control	Check outlet pressure requirements and compare existing spring with Spring Chart

EXHIBIT L



*SUGGESTED REPAIR PARTS

For a more detailed IOM Manual go to www.cla-val.com or contact a Cla-Val Regional Sales Office.

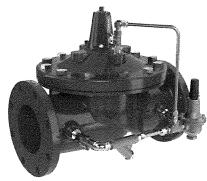
CLA-VAL «

1701 Placentia Ave • Costa Mesa CA 92627Phone: 949-722-4800 • Fax: 949-548-5441 • E-mail: info@cla-val.com • www.cla-val.com © Copyright Cla-Val 2015 Printed in USA Specifications subject to change without notice. N-90-01/690-01 (R-07/2015)



— MODEL— 90-01

Pressure Reducing Valve



Schematic Diagram

- Item Description
- 1 100-01 Hytrol Main Valve
- 2 X58 Restriction Fitting
- 3 CRD Pressure Reducing Control

Optional Features

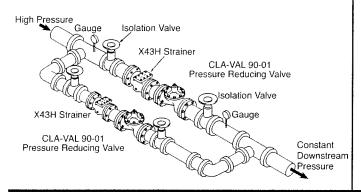
Item Description

- A X46A Flow Clean Strainer
- B CK2 Isolation Valve
- C CV Flow Control (Closing)*
- D Check Valves with Isolation Valve
- M X144 e-FlowMeter
- P X141 Pressure Gauge
- S CV Flow Control (Opening)
- V X101 Valve Position Indicator
- Y X43 "Y" Strainer

*The closing speed control (optional) on this valve should always be open at least three (3) turns off its seat.

Typical Applications

Typical applications include pressure reducing valve station using Model 90-01 and Model 90-01 in parallel to handle wide range of flow rates. Larger Model 90-01 valve meets requirements of peak loads and smaller Model 90-01 handles low flows. A downstream pressure relief valve is also recommended for this type of application.

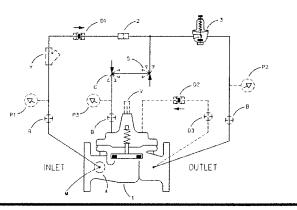


- Sensitive and Accurate Pressure Control
- Easy Adjustment and Maintenance
- Optional Check Feature
- Fully Supported Frictionless Diaphragm
- Meets National Lead Reduction Mandate

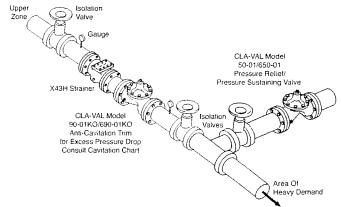
The Cla-Val Model 90-01 Pressure Reducing Valve automatically reduces a higher inlet pressure to a steady lower downstream pressure, regardless of changing flow rate and/or varying inlet pressure. This valve is an accurate, pilot-operated regulator capable of holding downstream pressure to a pre-determined limit. When downstream pressure exceeds the pressure setting of the control pilot, the main valve and pilot valve close drip-tight.

If a check feature is added, and a pressure reversal occurs, the downstream pressure is admitted into the main valve cover chamber, closing the valve to prevent return flow.

For space savings, see Cla-Val Model 90-48 or 90-99 with integral Low Flow Bypass Pressure Regulator.



Cla-Val Model 90-01KO Pressure Reducing Valve with Anti-Cavitation Trim provides for optimum downstream pressure control while reducing noise and eliminating damage associated with cavitation. See Cavitation Guide to determine if the valve is a candidate for the KO Anti-Cavitation Trim. A downstream pressure relief valve is recommended for this type of application.



Model 90-01 (Uses 100-01 Hytrol Main Valve)

Pressure Ratings (Recommended Maximum Pressure - psi)

Valve Body &	Covor	Pressure Class											
valve body o	COVER	Fla	anged	Grooved	Threaded								
Grade	Material	ANSI Standards*	150 Class	300 Class	300 Class	End‡ Details							
ASTM A536	Ductile Iron	B16.42	250	400	400	400							
ASTM A216-WCB	Cast Steel	B16.5	285	400	400	400							
UNS 87850	Bronze	B16.24	225	400	400								
		<i>(</i> 1):											

Note: * ANSI standards are for flange dimensions only.

Flanged valves are available faced but not drilled.

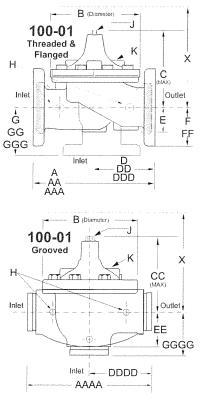
‡ End Details machined to ANSI B2.1 specifications.

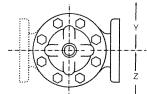
Valves for higher pressure are available; consult factory for details

Materials

Component	Standard Material Combinations										
Body & Cover	Ductile Iron	Cast Steel	Bronze								
Available Sizes	1" - 36" 25 - 900mm	1" - 16" 25 - 400mm	1" - 16" 25 - 400mm								
Disc Retainer & Diaphragm Washer	Cast Iron	Cast Steel	Bronze								
Trim: Disc Guide, Seat & Cover Bearing		ronze is Standard less Steel is Opti									
Disc		Buna-N [∉] Rubber									
Diaphragm	Nylon R	einforced Buna-N®	Rubber								
Stem, Nut & Spring		Stainless Steel									
For material options not listed, consult factory. Cla-Val manufactures valves in more than 50 different alloys.											

Model 90-01 Dimensions (In Inches)

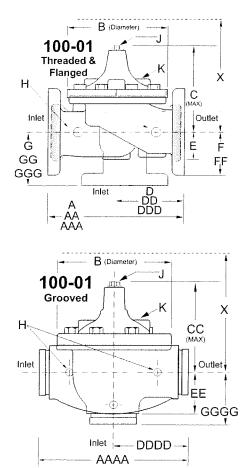


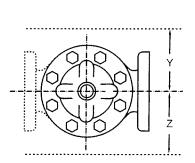


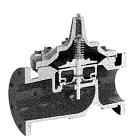
Valve Size (Inches)	1	1 1/4	1 1/2	2	2 ½	3	4	6	8	10	12	14	16	18	20	24	30	36
A Threaded	7.25	7.25	7.25	9.38	11.00	12.50												-
AA 150 ANSI	-		8.50	9.38	11.00	12.00	15.00	20.00	25.38	29.75	34.00	39.00	41.38	46.00	52.00	61.50	63.00	72.75
AAA 300 ANSI			9.00	10.00	11.62	13.25	15.62	21.00	26.38	31.12	35.50	40.50	43.50	47.64	53.62	63.24	64.50	74.75
AAAA Grooved End			8.50	9.00	11.00	12.50	15.00	20.00	25.38	—	-	_					- 1	_
B Diameter	5.62	5.62	5.62	6.62	8.00	9.12	11.50	15.75	20.00	23.62	28.00	32.75	35.50	41.50	45.00	53.16	56.00	66.00
C Maximum	5.50	5.50	5.50	6.50	7.56	8.19	10.62	13.38	16.00	17.12	20.88	24.19	25.00	39.06	41.90	43.93	54.60	59.00
CC Maximum Grooved End			4.75	5.75	6.88	7.25	9.31	12.12	14.62									
D Threaded	3.25	3.25	3.25	4.75	5.50	6.25	-				-							_
DD 150 ANSI			4.00	4.75	5.50	6.00	7.50	10.00	12.69	14.88	17.00	19.50	20.81		-	30.75		
DDD 300 ANSI	-		4.25	5.00	5.88	6.38	7.88	10.50	13.25	15.56	17.75	20.25	21.62		-	31.62		
DDDD Grooved End			-	4.75		6.00	7.50									-		
E	1.12 -	1.12	1.12	1.50	1.69	2.06	3.19	4.31	5.31	9.25	10.75	12.62	15.50	12.95	15.00	17.75	21.31	24.56
EE Grooved End			2.00	2.50	2.88	3.12	4.25	6.00	7.56			-		600m				
F 150 ANSI	_		2.50	3.00	3.50	3.75	4.50	5.50	6.75	8.00	9.50	10.50	11.75	15.00	16.50	19.25	22.50	28.50
FF 300 ANSI			3.06	3.25	3.75	4.13	5.00	6.25	7.50	8.75	10.25	11.50	12.75	15.00	16.50	19.25	24.00	30.00
G Threaded	1.88	1.88	1.88	3.25	4.00	4.50												
GG 150 ANSI	-		4.00	3.25	4.00	4.00	5.00	6.00	8.00	8.62	13.75	14.88	15.69			22.06		
GGG 300 ANSI	_		4.25	3.50	4.31	4.38	5.31	6.50	8.50	9.31	14.50	15.62	16.50	_	-	22.90		-
GGGG Grooved End				3.25		4.25	5.00					40400	400 mm		-			
H NPT Body Tapping	0.375	0.375	0.375	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00
J NPT Cover Center Plug	0.25	0.25	0.25	0.50	0.50	0.50	0.75	0.75	1.00	1.00	1.25	1.50	2.00	1.00	1.00	1.00	2.00	2.00
K NPT Cover Tapping	0.375	0.375	0.375	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00
Stem Travel	0.40	0.40	0.40	0.60	0.70	0.80	1.10	1.70	2.30	2.80	3.40	4.00	4.50	5.10	5.63	6.75	7.50	8.50
Approx. Ship Weight (Ibs)	15	15	15	35	50	70	140	285	500	780	1165	1600	2265	2982	3900	6200	7703	11720
Approx. X Pilot System	11	11	11	13	14	15	17	29	31	33	36	40	40	43	47	68	79	85
Approx. Y Pilot System	9	9	9	9	10	11	12	20	22	24	26	29	30	32	34	39	40	45
Approx. Z Pilot System	9	9	9	9	10	11	12	20	22	24	26	29	30	32	34	39	42	47

For sizes 18 through 36-inches, use 90-66 E-Sheet

Model 90-01 Metric Dimensions (Uses 100-01 Hytrol Main Valve)







Model 100-01 Full Port Hytrol Main Valve



Other 90 Se	eries Products
• 90-01KO	- Model 90-01 supplied with with KO Anti-Cavitation Trim
• 90-01H	- Model 90-01 supplied with X43H Strainer
• 90-01KOH	- Model 90-01 supplied with KO Trim & X43H Strainer
• 690-01	 Reduced Port Pressure Reducing Valve
• 690-01KO	- Reduced Port Pressure Reducing Valve with KO Trim
• 690-01H	- Reduced Port Pressure Reducing Valve with X43H Strainer
• 690-01KOH	- Reduced Port Pressure Reducing Valve with KO Trim and
	X43H Strainer

Model 90-01 Dimensions (In mm)

Valve Size (mm)	25	32	40	50	65	80	100	150	200	250	300	350	400	450	500	600	750	900
A Threaded	184	184	184	238	279	318					_							
AA 150 ANSI	-	—	216	238	279	305	381	508	645	756	864	991	1051	1168	1321	1562	1600	1848
AAA 300 ANSI			229	254	295	337	397	533	670	790	902	1029	1105	1210	1326	1606	1638	1899
AAAA Grooved End	-	-	216	228	279	318	381	508	645			-	_	_	- 1		-	
B Diameter	143	143	143	168	203	232	292	400	508	600	711	832	902	1054	1143	1350	1422	1676
C Maximum	140	140	140	165	192	208	270	340	406	435	530	614	635	992	1064	1116	1387	1499
CC Maximum Grooved End			120	146	175	184	236	308	371	-					-		- 1	
D Threaded	83	83	83	121	140	159		-	_	—	_			_	-	_	—	_
DD 150 ANSI	-		102	121	140	152	191	254	322	378	432	495	528			781		
DDD 300 ANSI	-	-	108	127	149	162	200	267	337	395	451	514	549	-	_	803	-	-
DDDD Grooved End	_	_		121		152	191						-					
E	29	29	29	38	43	52	81	110	135	235	273	321	394	329	381	451	541	624
EE Grooved End			52	64	73	79	108	152	192	-	-	_	-				-	_
F 150 ANSI	-	-	64	76	89	95	114	140	171	203	241	267	298	381	419	489	572	724
FF 300 ANSI			78	83	95	105	127	159	191	222	260	292	324	381	419	489	610	762
G Threaded	48	48	48	83	102	114	_	_	_			-		_	_	-	-	- 1
GG 150 ANSI			102	83	102	102	127	152	203	219	349	378	399			560		
GGG 300 ANSI			102	89	110	111	135	165	216	236	368	397	419	_	-	582	—	
GGGG Grooved End	_			83		108	127				_					_		
H NPT Body Tapping	0.375	0.375	0.375	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00
J NPT Cover Center Plug	0.25	0.25	0.25	0.50	0.50	0.50	0.75	0,75	1.00	1.00	1.25	1.50	2.00	1.00	1.00	1.00	2.00	2.00
K NPT Cover Tapping	0.375	0.375	0.375	0.375	0.50	0.50	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00
Stem Travel	10	10	10	15	18	20	28	43	58	71	86	102	114	130	143	171	190	216
Approx. Ship Weight (kgs)	7	7	7	16	23	32	64	129	227	354	528	726	1027	1353	1769	2812	3494	5316
Approx. X Pilot System	280	280	280	331	356	381	432	737	788	839	915	1016	1016	1093	1194	1728	2007	2159
Approx. Y Pilot System	229	229	229	229	254	280	305	508	559	610	661	737	762	813	864	991	1016	1143
Approx. Z Pilot System	229	229	229	229	254	280	305	508	559	610	661	737	762	813	864	991	1067	1194

EXHIBIT M

		100-0	1 Patte	rn: Glob	e (G), A	ngle (A)	, End C	onnecti	ons: Th	readed	(T), Gro	oved (G	R), Flan	ged (F)	Indicate	Availab	le Sizes		
90-01 Valve Selection	Inches	1	1¼	1½	2	2½	3	4	6	8	10	12	14	16	18	20	24	30	36
	mm	25	32	40	50	65	80	100	150	200	250	300	350	400	450	500	600	750	900
Main Valve	Pattern	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G, A	G	G	G, A	G	G
100-01	End Detail	т	Т	T, F, Gr*	T, F, Gr	T, F, Gr*	T, F, Gr	F, Gr	F, Gr*	F, Gr*	F	F	F	F	F	F	F	F	F
	Maximum	55	93	125	210	300	460	800	1800	3100	4900	7000	8400	11000	14000	17000	25000	42000	50000
Suggested Flow (gpm)	Maximum Intermittent	68	120	160	260	370	580	990	2250	3900	6150	8720	10540	13700	17500	21700	31300	48000	62500
(31-55)	Minimum	1	-	1	1	2	2	4	10	15	35	50	70	95	120	150	275	450	650
	Maximum	3.5	6	8	13	19	29	50	113	195	309	442	530	694	883	1073	1577	2650	3150
Suggested Flow (Liters/Sec)	Maximum Intermittent	4.3	7.6	10	16	23	37	62	142	246	387	549	664	863	1104	1369	1972	3028	3940
	Minimum	.03	.03	.03	.06	.09	0.13	0.25	0.63	0.95	2.2	3.2	4.4	6.0	7.6	9.5	17.4	28.4	41.0
100-01 Series	is the full in	iternal	port H	ytrol.				For Lo	ower F	lows	Consu	ult Fac	tory				*Globe	e Groove	ed Only

Notes:

• For sizes 18 through 36-inches / 450 mm though 900 mm, use 90-66 E-Sheet

· Many factors should be considered in sizing pressure reducing valves including inlet pressure, outlet pressure and flow rates.

• For sizing questions or cavitation analysis, consult Cla-Val with system details.

Pilot System Specifications



2 to 30 psi 15 to 75 psi 20 to 105 psi 30 to 300 psi*

150 to 600 psi (CRD-18)

Adjustment Ranges

*Supplied unless otherwise specified

Temperature Range Water: to 180°F

Materials

<u>Standard Pilot System Materials</u> Pilot Control: Low Lead Bronze Trim: Stainless Steel Type 303 Rubber: Buna-N* Synthetic Rubber

Optional Pilot System Materials Pilot Systems are available with optional Stainless Steel or Monel materials.

Note: Available with remote sensing control.

When Ordering, Specify:

- 1. Catalog No. 90-01
- 2. Valve Size
- 3. Pattern Globe or Angle
- 4. Pressure Class
- 5. Threaded, Flanged or Grooved
- 6. Trim Material
- 7. Adjustment Range
- 8. Desired Options
- 9. When Vertically Installed

Main Valve Options

EPDM Rubber Parts

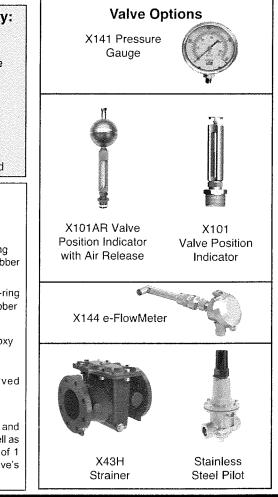
Optional diaphragm, disc and o-ring fabricated with EPDM synthetic rubber

Viton* Rubber Parts - suffix KB Optional diaphragm, disc and o-ring fabricated with Viton* synthetic rubber Epoxy Coating - suffix KC

NSF/ANSI 61 Fusion Bonded Epoxy

Dura-Kleen® Stem - suffix KD Fluted design prevents dissolved minerals build-up on the stem

LFS Trim Designed to regulate precisely and smoothly at typical flow rates as well as lower than the industry standard of 1 fps, without decreasing the valve's capacity





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EXHIBIT N

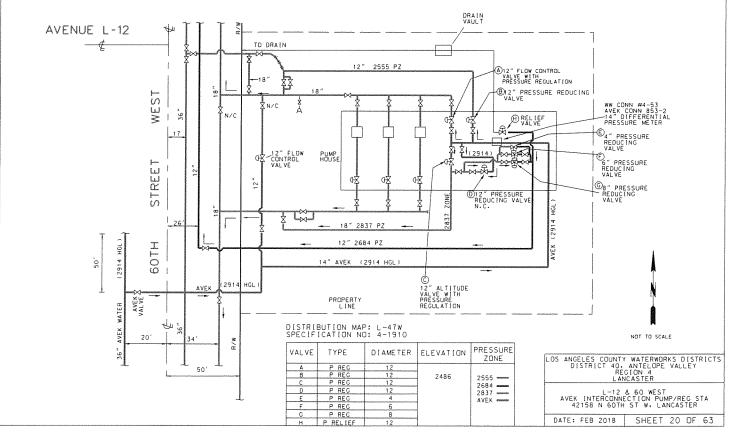


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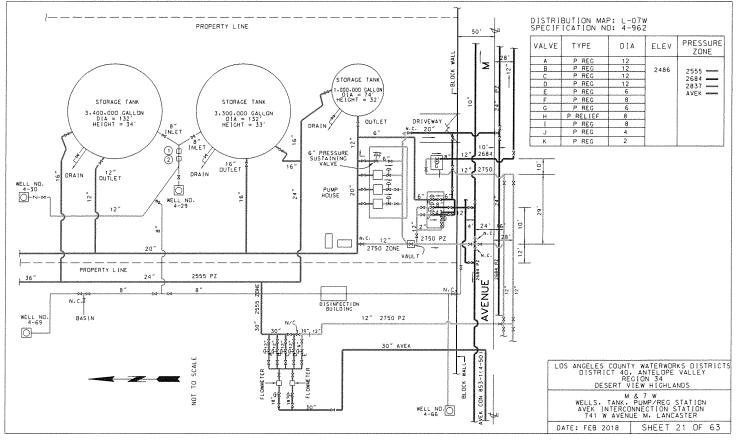
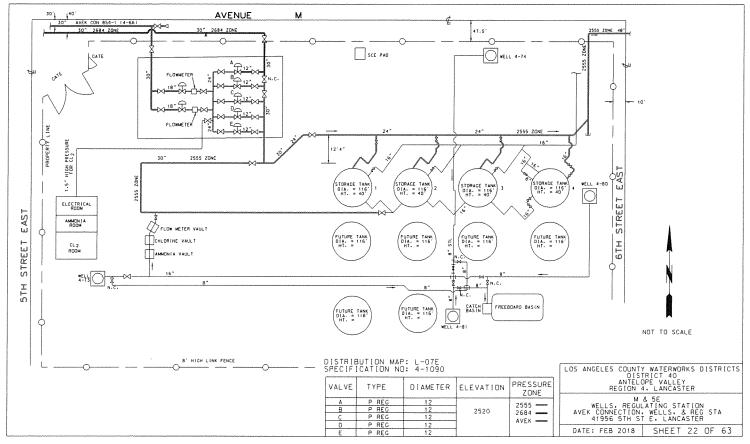
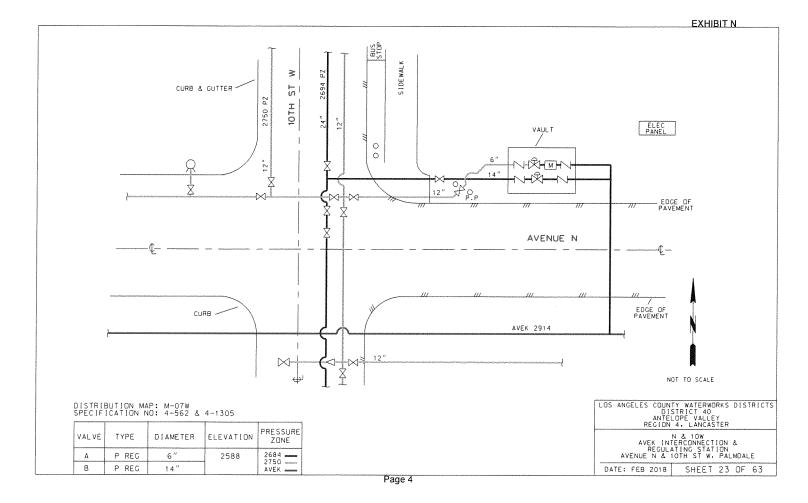
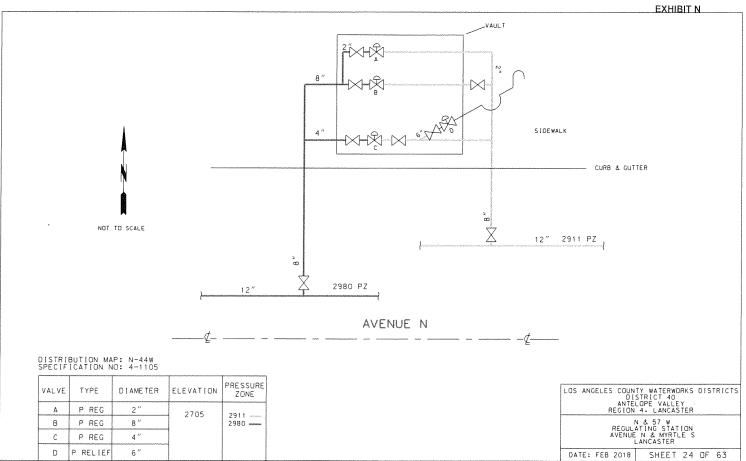
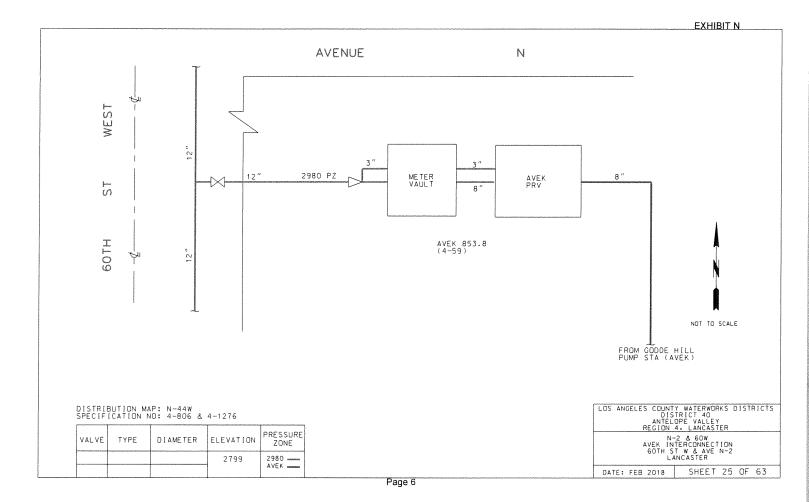


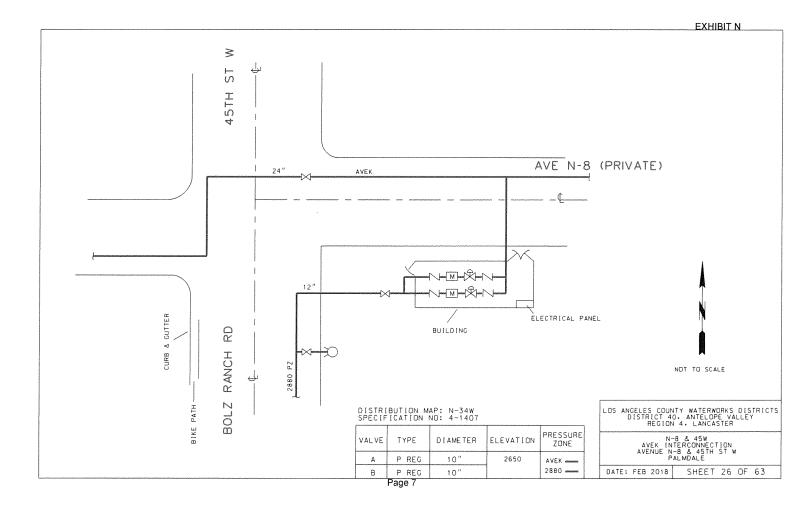
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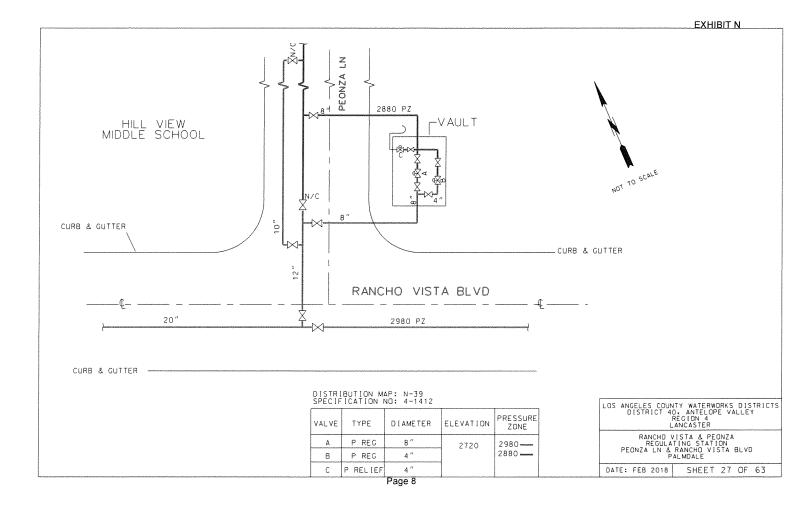


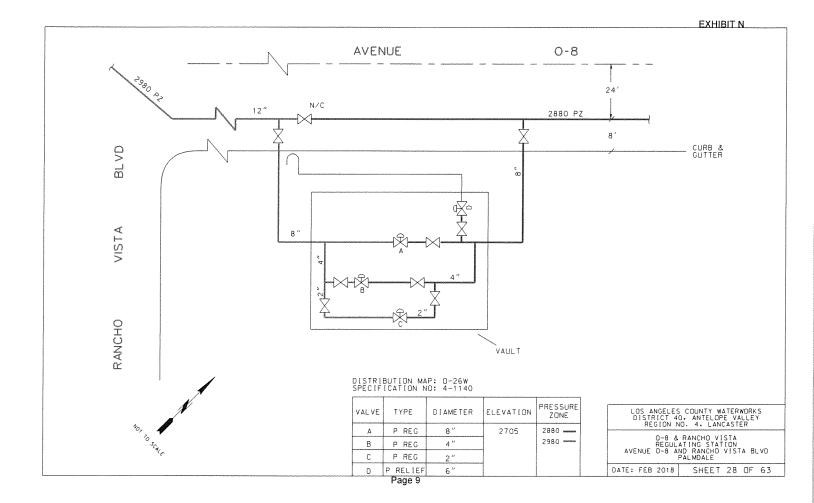


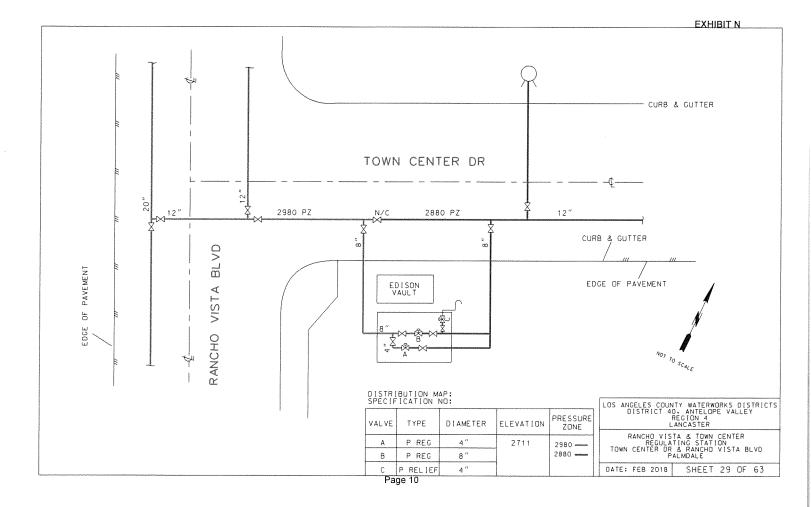




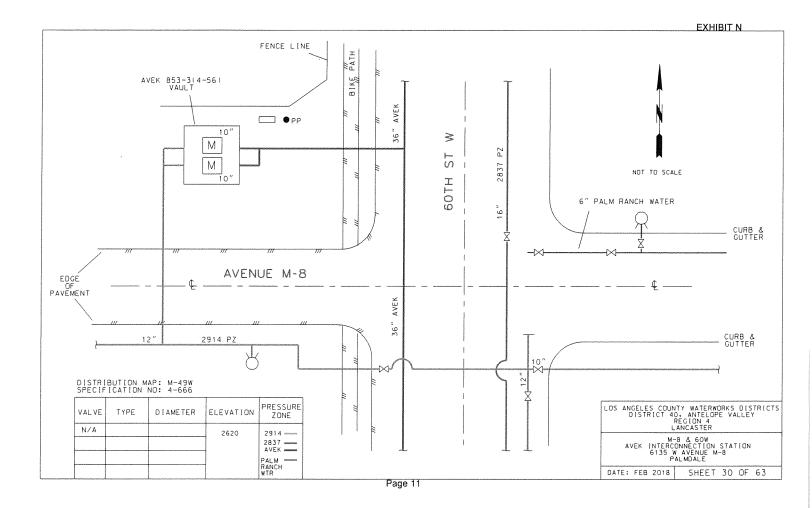




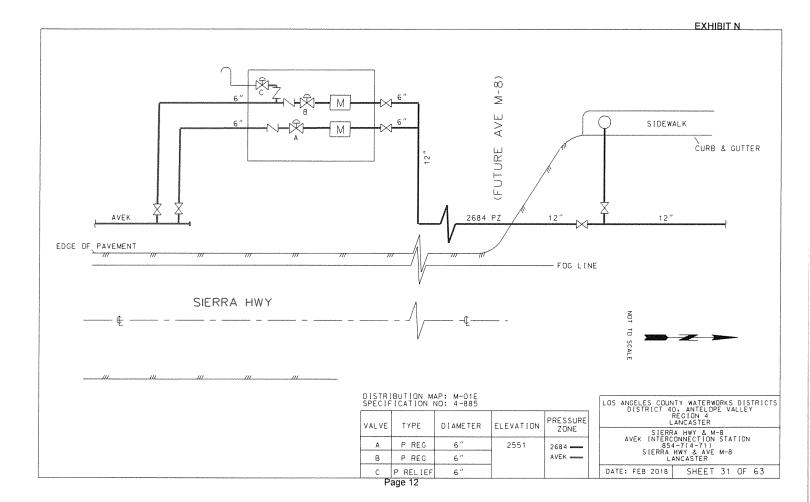


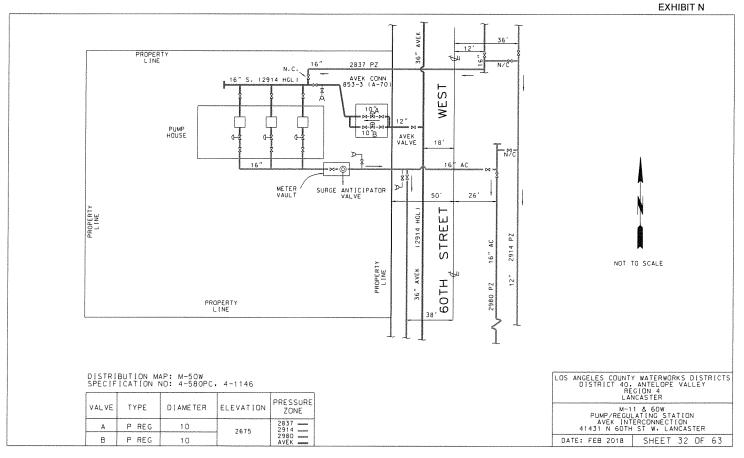


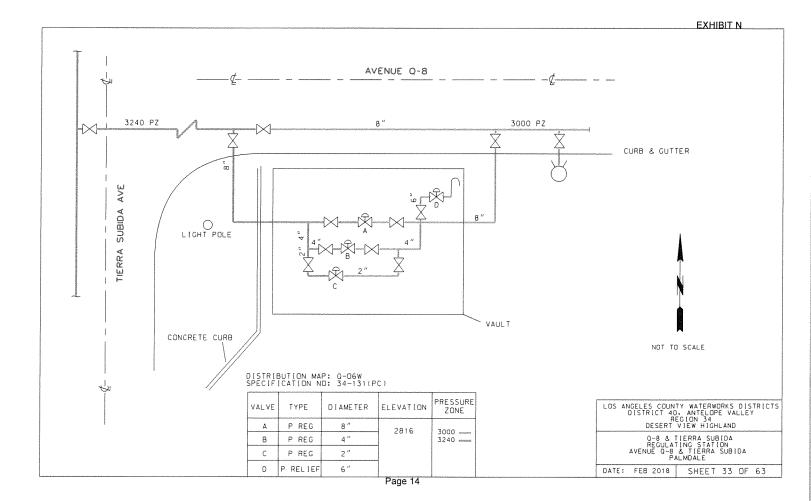
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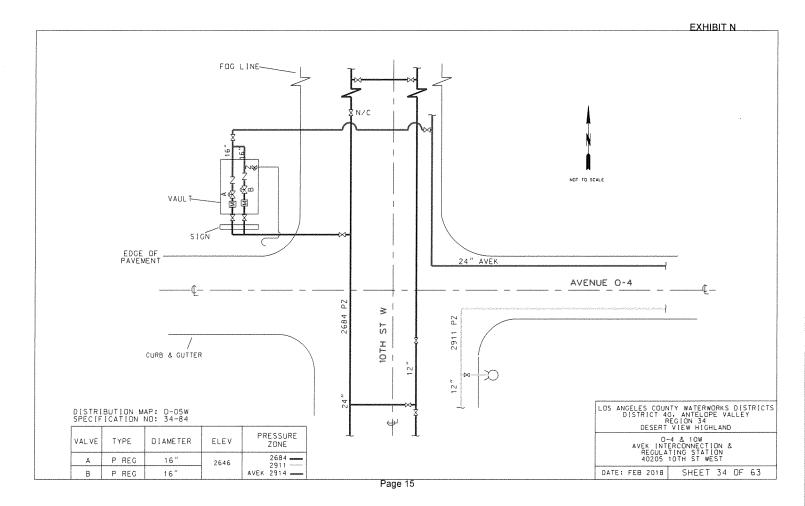


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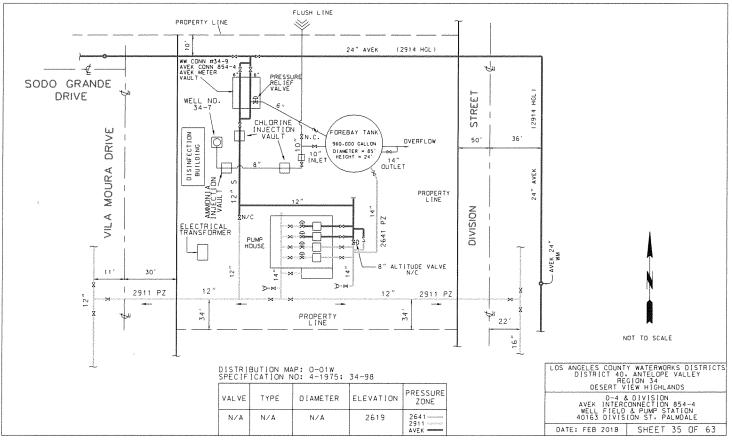


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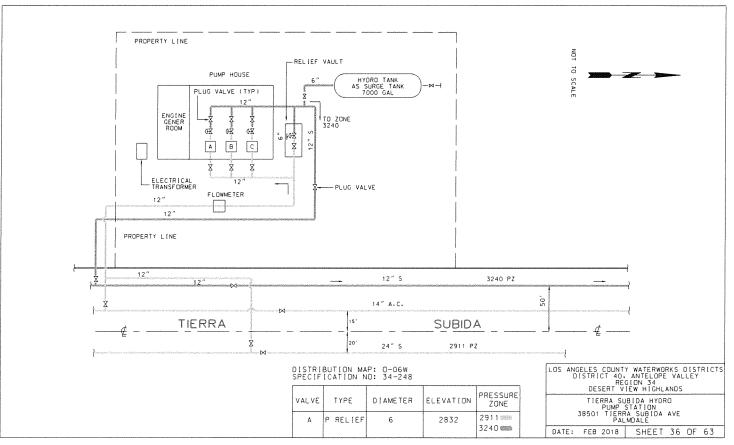
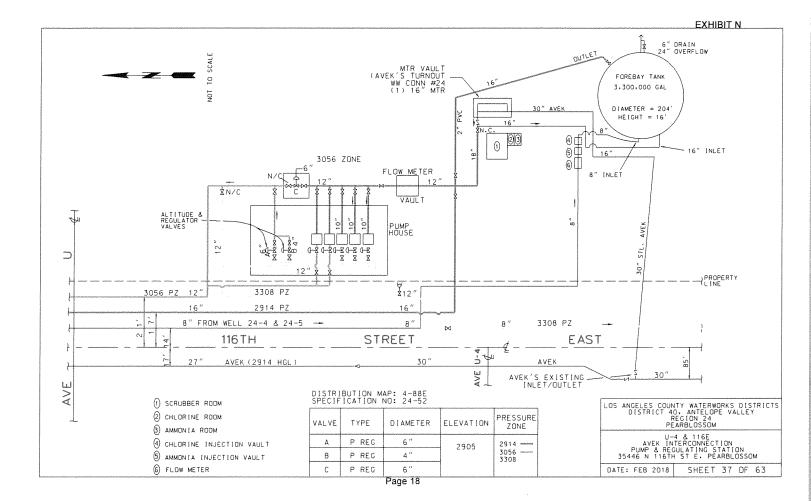
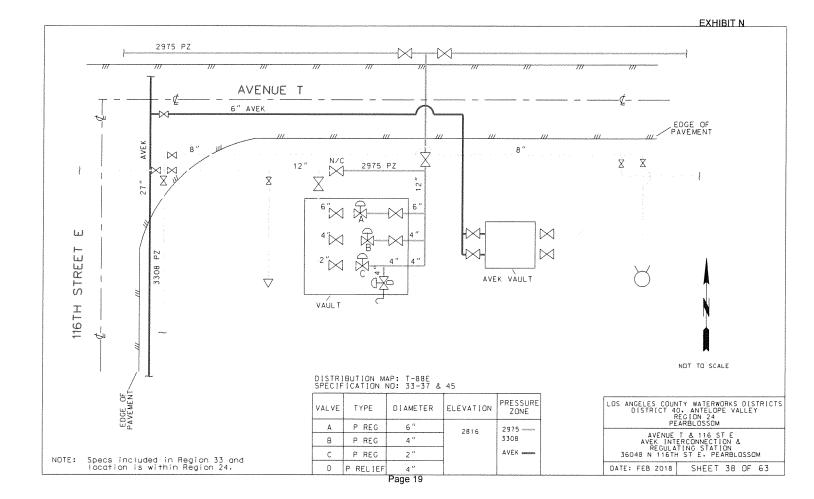
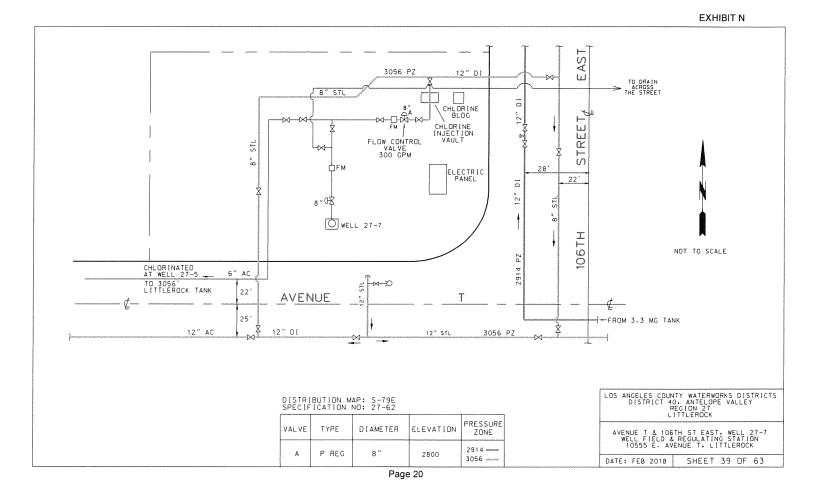


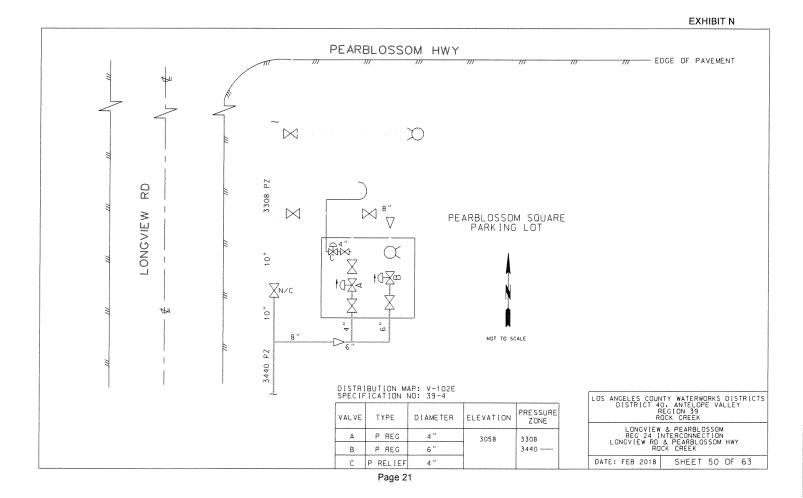
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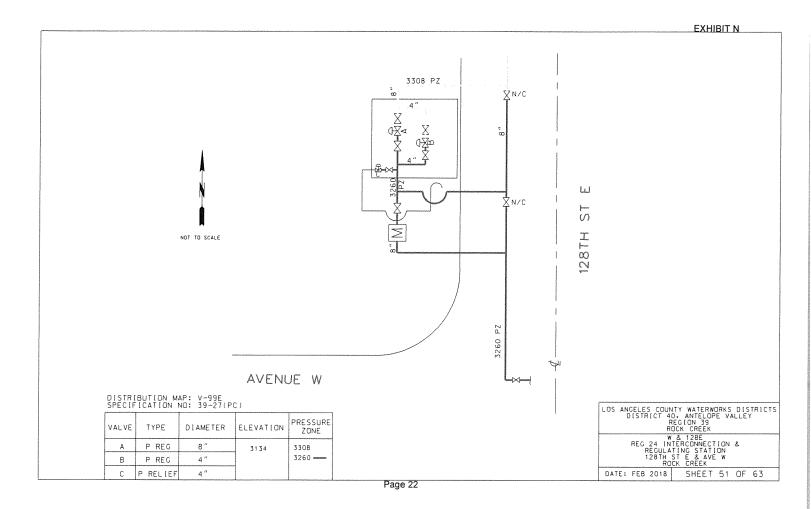
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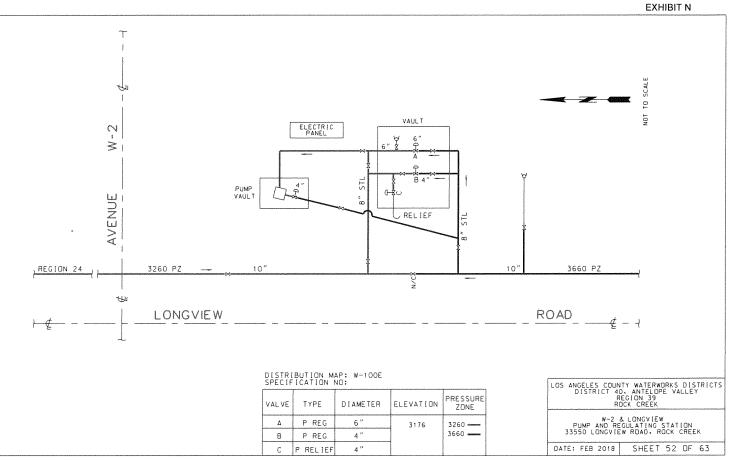




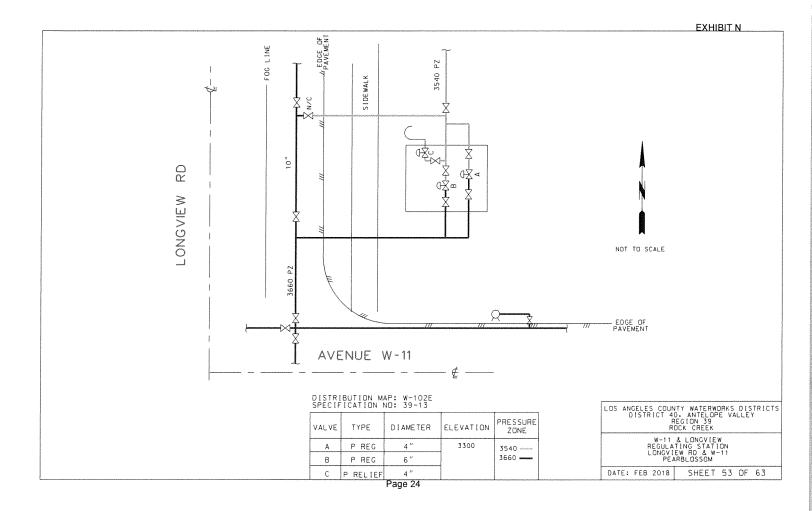




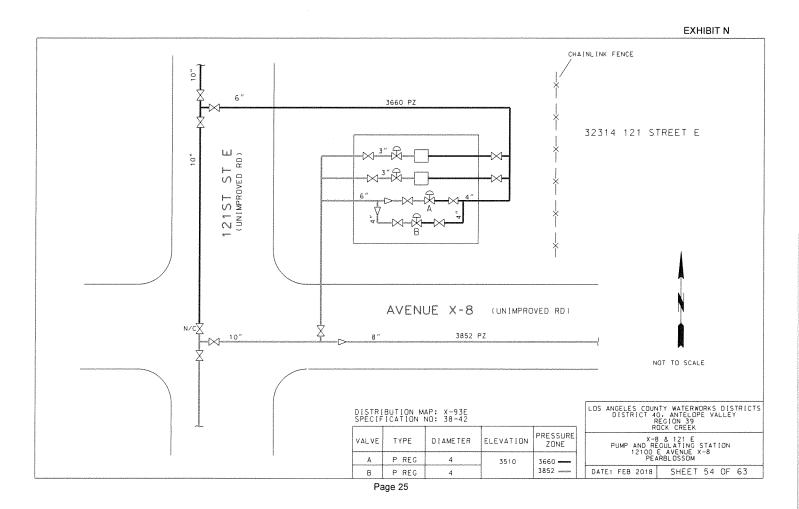
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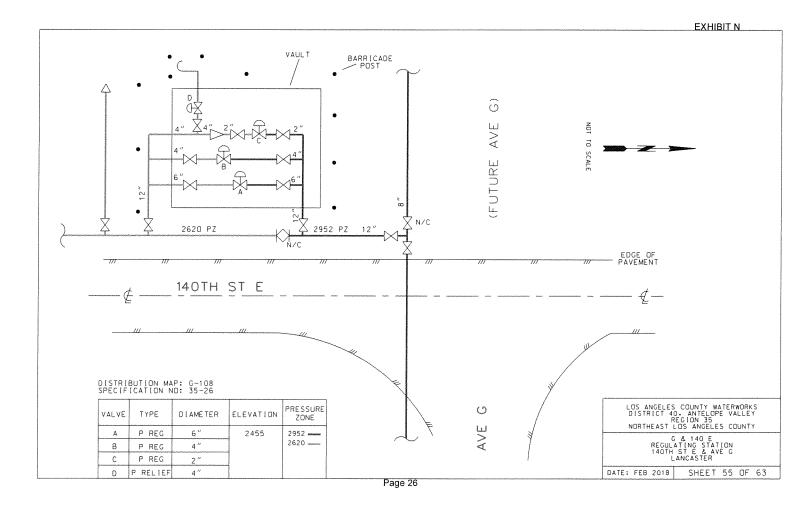


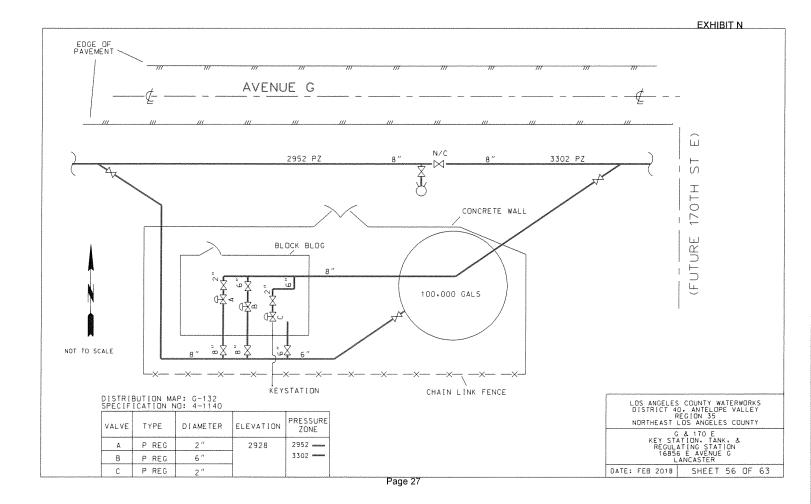
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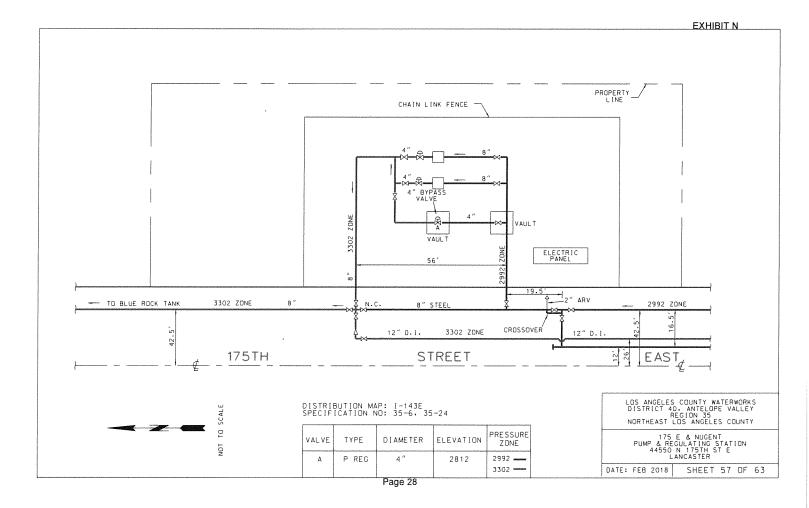


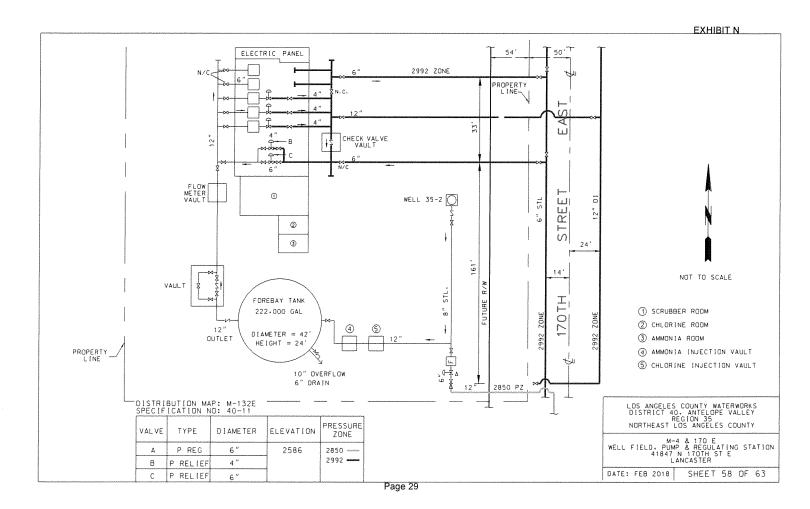
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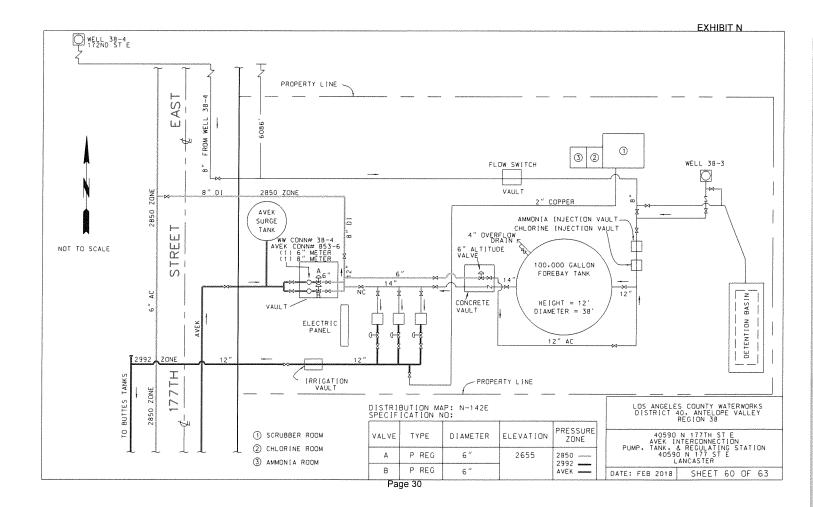


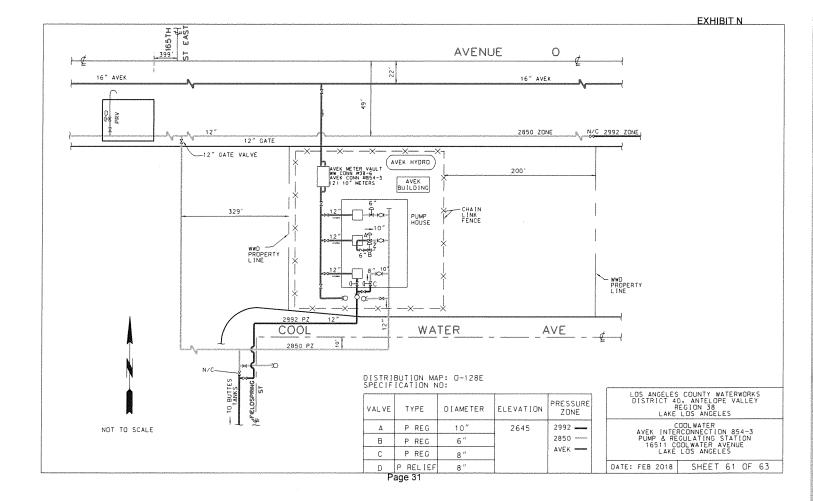


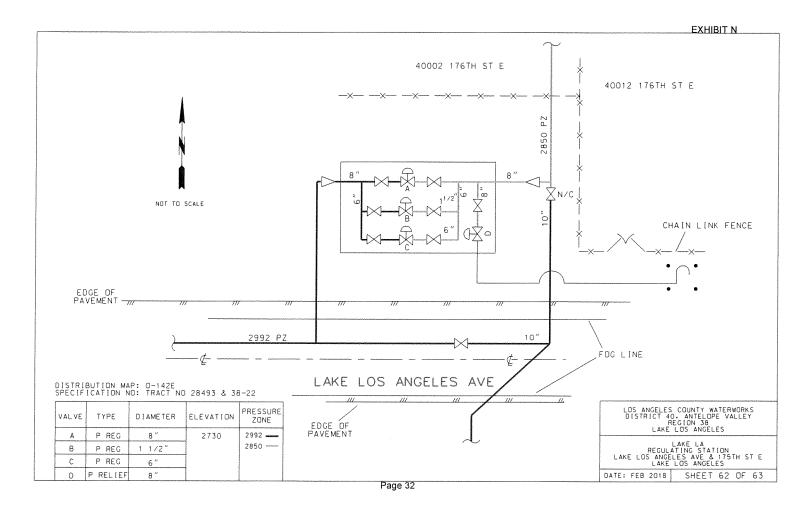


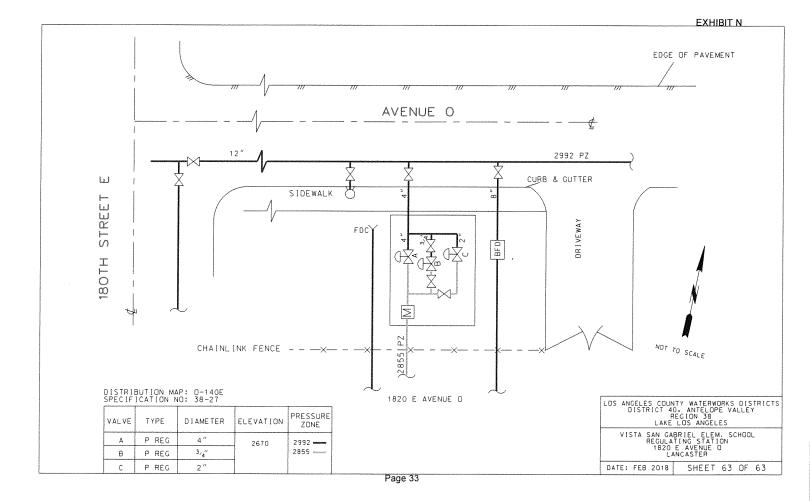












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EXHIBIT O

LOS ANGELES COUNTY WATERWORKS DISTRICTS INTER-CONNECTIONS AND REGULATING STATIONS SCHEMATIC DIAGRAMS

LEGEND

BODSTER PUMP "A"
BUTTERFLY VALVE
CHECK VALVE
DIRECTION OF FLOW
FIRE HYDRANT ······
GATE VALVE
REGULATING VALVE/CONTROL VALVE/ RELIEF VALVE/ALTITUDE VALVE
PRESSURE TANK
PLUG VALVE ······
A IR VACUUM RELIEF VALVE

VAULTS	• • • • • •			•••••	• • • • • • • • • • • • • • • • •	. [
WATER A	GENCY	CONNECT	10N	• • • • • • • • • •		. 4	\bigcirc	
NORMALL	Y CLOS	EÐ VALV	Έ	••••••		. 🖂	N.C.	
WELL					•••••		\bigcirc	
CENTER I	LINE	· · · · · · · · ·						
EASEMEN	т				••••••	•		
PROPERT	Y LINE		• • • • • • • • • •			•		****
RIGHT D	F WAY	•••••	• • • • • • • • •		· · · · · · · · · · · · · · · · · · ·	, <u></u>		

NOTES:

1 - The arrows indicate normal operation direction of flaw.

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- 2 Pressure zones are color coded and indicated on each sheet.
 3 These drawings show major components of pump and regulating stations.
- and shall be used as schematic diagrams only.
 To keep the Schematic Diagram current, plass report changes or modifications to Ramy Matter, Water Quality and Engineering at (626) 300-3354.

EXHIBIT P

LOS ANGELES COUNTY WATERWORKS DISTRICTS						
	NORTH N	MAINTENANCE AREA				
	REGU	LATING STATIONS				
WWD /Reg	Common Name	FACILITY	Index Map	Spec. No	Ground	
40/4	L-12 & 60W AVEK Interconnect Pump & Regulating Station	42158 N 60th St W Lancaster	L-47W	4-668 4-1910	2486	
	M & 7W AVEK Interconnection, Wells, Tanks, Pump/Reg Station	741 W Avenue M Lancaster	L-07W	4-962	2519	
	M & 5E AVEK Interconnection, Wells, Tanks, Pump Station	41956 5th St E Paimdale	L-07E	4-1090	2520	
	N & 10W AVEK Interconnection 853-1 (4-50) Station	Avenue N and 10th St. W. Palmdale	M-07W	4-1305 PC 4-562	2588	
	N and 57W Regulating Station	Avenue N and Myrtle St Lancaster	N-44W	4-1105 PC	2705	
	N-8 & 45W AVEK Connection and Reg Station	Avenue N-8 and 45th St West Pamdale	N-34W	4-1702	2650	
	Rancho Vista & Peonza Regulating Station	Peonza Ln and Rancho Vista Blvd Palmdale	N-39W	4-1412 4-1004	2720	
	O-8 & Rancho Vista Regulating Station	Avenue O-8 and Rancho Vista Blvd Palmdale	O-26W	4-1140 PC	2705	
	Rancho Vista & Town Center Regulating Station	Town Center Dr and Rancho Vista Blvd Palmdale	O-29W	4-1060 PC	2719	
	M-8 & Sierra Hwy AVEK Interconnection Station 854-7 (4-71) 854-7 (4-71)	Sierra Hwy and Ave M-8 Lancaster	M-01E	4-885	2551	
	M-11 & 60W AVEK interconnection and Pump Station 853-3 (4-70)	41431 N 60th St. W Lancaster	M-50W	4-580 PC 4-1146	2675	
40/34	Q-8 and Tierra Subida Regulating Station	Avenue Q-8 and Tierra Subida Ave Palmdale	Q-06W	34-131 PC	2816	
	O-4 & 10W AVEK Interconnect Pump & Regulating Station 854-2 (34-7)	40205 10th St W Palmdale	O-04W	34-84	2646	
	Tierra Subida Hydro Pump and Regulating Station (Pressure relief valve only)	38501 Tierra Subida Ave Palmdale	Q-06W	34-92 34-248	2832	
40/24	U-4 & 116E AVEK Interconnect Pump & Regulating Station	35446 N 116th St E Pearblossom	U-88E	24-32 24-67?	2905	
-	T & 116E Regulating Station	36048 N 116th St E Pearblossom	WWD24 T-88E WWD33 R-88E	33-37 33-45	2816	

EXHIBIT P

LOS ANGELES COUNTY WATERWORKS DISTRICTS							
		IAINTENANCE AREA					
REGULATING STATIONS							
WWD /Reg	Common Name	FACILITY LOCATION	Index Map	Spec. No	Ground Elev		
40/27	Well 27-7 Regulating Station Flow Control Valve	10555 E Avenue T Little Rock	S-79E	33-05 27-62	2800		
40/39	Longview Rd & Pearblossom Regulating Station	Longview Rd and Pearblossom Hwy Rock Creek	V-102E	39-4	3060		
	W & 128th Region 24 Interconnection & Regulating Station	128th st E & Avenue W Rock Creek	V-99E	39-27 (PC)	3134		
	W-2 & Longview Pump and Regulating Station	33550 Longview Rd Rock Creek	W-100E		3160		
	W-11 & Longview 3540 Regulating Station	Longview Rd and Avenue W-11 Pearblossom	W-102E	39-13	3300		
	X-8 & 121E Pump and Regulating Station	12100 E Avenue X-8 Pearblossom	X-93E	39-42	3510		
40/35	G & 140E Regulating Station	Avenue G and 140th Street E Lancaster	G-108E	35-26	2455		
	G & 170E Sunshine Tank and Regulating Staion	16856 E Avenue G Lancaster	G132E? F-135E?	35-4	2928		
	175E & Nugent Pump and Regulating Station	44550 N 175th St E Lancaster	I-143E	35-6 &24	2812		
	M-4 & 170 E Well, Tank, Pumps, and Regulating Station	41847 N 170th St E Lancaster	M-132E	40-11PC	2586		
40/38	177E AVEK Interconnection, Pump, Tank and Regulating Station	40590 N 177th St E Lancaster	N-142E	38-21	2655		
	Cool Water AVEK Interconnection 854-3 Pump & Regulating Station	Avenue O and 165th St E Lancaster	O-128E	Force Acct	2642		
	Lake LA Regulating Station	Lake Los Angeles Ave & 175th St E Lancaster	O-142E	38-22 Tract # 28493	2730		
	Vista San Gabriel Elementry School Regulating Station	Avenue O and 180th St E Lake Los Angeles	O-140E	38-47	2670		

