



To enrich lives through effective and caring service



Stan Wisniewski
Director

Kerry Gottlieb
Chief Deputy

April 22, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT FOR PREMISES MAINTENANCE INSPECTION SERVICES
(THIRD AND FOURTH DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve award of and instruct the Chairman to execute the attached three-year contract, plus two one-year extension options, with Concept Marine Associates (CMA), for premises maintenance inspection services to identify maintenance deficiencies and necessary structural repairs on lessee improvements within Marina del Rey, for an annual cost not to exceed \$240,000 with authorized additional structural engineering services to be provided at a rate of \$145 per hour.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Marina del Rey Small Craft Harbor is a public boat harbor that is owned by the County of Los Angeles, and includes the surrounding unincorporated area adjacent to the communities in Venice and Playa del Rey. The County has leased substantial portions of the harbor to private developers. In order to ensure that the lessees maintain the leaseholds in a safe, clean, wholesome and sanitary condition, it is necessary to conduct inspections of all public or common use areas of each leasehold to determine the state of maintenance.

The Department has retained and benefited from premises maintenance inspection services provided by a contractor for many years. Approval of the contract with CMA will enable the Department to continue to have a qualified firm inspect and identify maintenance deficiencies and necessary structural repairs. In addition, should the

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inspections indicate a need for structural follow-up work, CMA will be required to provide reinspection services by a licensed structural marine engineer.

Implementation of Strategic Plan Goals

The premises maintenance inspection services provided by CMA will promote and further the Board-approved Strategic Plan Goal of Service Excellence, enabling the Department to immediately identify a need for repair on lessee improvements, thereby ensuring the proper maintenance of leasehold facilities.

FISCAL IMPACT/FINANCING

The compensation for all County-funded premise maintenance inspection services is not to exceed \$240,000 in any contract year. Subject to funding approval in the annual County budget process, the contract provides that the Director may increase the maximum annual amount of County-funded compensation by up to 20 percent in any year of the contract or any extension period, which would include payment for any additional structural engineering services required.

The cost of this contract is included in the Department's 2003-2004 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract term is for three years with two one-year extension options, which may be exercised at the Department's discretion. The contract will commence on the date of approval by your Board.

The contract contains the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The contract is not subject to the County's Living Wage Ordinance as the services are of an extraordinary, professional and technical nature.

The contract has been approved as to form by County Counsel. The CAO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contract.

CONTRACTING PROCESS

The Department conducted a Request for Proposals (RFP) process in selecting its proposed contractor. This contract solicitation was advertised in the Argonaut, the Culver City Star, the Daily Breeze, the Eastside Sun, the Los Angeles Daily News, the Los Angeles Sentinel, the Los Angeles Times, and the Santa Monica Observer. The opportunity was also advertised on the County's Bid Web page (Attachment 1), as well as the Department's own Internet site. The RFP was sent out by direct mail to a list of 36 firms (Attachment 2).

Two of the firms submitted proposals. Both proposals met the RFP's minimum requirements and were evaluated.

A three-person evaluation committee composed of one member from the Department's Planning Division, one member of the Department's Facilities and Property Maintenance Division and a representative from the Chief Administrative Office evaluated the two proposals based on a weighted evaluation of: (1) experience and organizational resources, 30 percent; (2) approach to contract requirements, 30 percent; (3) references, 10 percent; and (4) price, 30 percent.

Attachment 3 details the minority and gender composition of the qualifying firms. However, on final consideration of award, the recommended contractor was selected without regard to gender, race, creed or color.

Of the two proposals, CMA was determined to be the most responsible, responsive proposer. CMA has demonstrated a high level of experience in Marina del Rey leasehold inspection services and dock work as the Department's current premises maintenance inspection services contractor.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

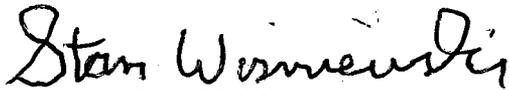
The Department is currently contracting for these premises maintenance inspection services through the private sector, and this contract will continue that practice.

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CONCLUSION

Instruct the Executive Officer to send two executed copies of the contract to the Department of Beaches and Harbors, as well as one copy of this Board letter.

Respectfully submitted,

A handwritten signature in black ink that reads "Stan Wisniewski". The signature is written in a cursive style with a large initial "S".

Stan Wisniewski, Director

SW:hh

Attachments (4)

C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

Award information has not been added at this time.

Bid Information

Bid Number : DBH-9A

Bid Title : Premises Maintenance Inspection Services

Bid Type : Service

Department : Beaches and Harbors

Commodity : ENGINEERING - INSPECTING, GENERAL

Open Date : 12/15/2003

Closing Date : 1/26/2004 5:00 PM

Bid Amount : \$ 240,000

Bid Download : [Available](#)

Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking a firm to provide the services of two full-time inspectors qualified to identify maintenance deficiencies and necessary structural repairs on lessee improvements within Marina del Rey. These will include both land and waterside improvements, in accordance with lease provisions and with regulations and ordinances applicable to the leased premises.

Proposers or their principal owners must have a background in dock inspections, a California state contractor's license, and a minimum of four years' experience in marine related repair and replacement of fenders, main walkways, and gangways. At least one of the inspectors must have either a building contractor's license, a building inspection certification, or a degree in construction technology.

An informational meeting will be held at the Chace Park Community Building at 10:00 a.m., January 13, 2004.

The deadline for receipt of proposals is 5:00 p.m., January 26, 2004.

Contact Name : Harold Harris

Contact Phone# : (310) 577-5750

Contact Email : haroldh@dbh.co.la.ca.us

Last Changed On : 12/19/2003 9:16:34 AM

[Back to Last Window](#)

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Russel Boudreau
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**PREMISES MAINTENANCE INSPECTION SERVICES
PROPOSERS
FIRM/ORGANIZATION INFORMATION**

ATTACHMENT 3

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL	% OWNERSHIP	
		M	F	M	F	M	F		M	F
Concept Marine Associates Certifications: None Claimed	Black/African American					1	1	2		
	Hispanic/Latino						1	1		
	Asian or Pacific Islander			2		1	1	4		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	2		9	1	6	5	23	100%	
TOTALS		2	0	11	1	8	8	30	100%	0%
Aesco Technologies Certifications: None Claimed	Black/African American							0		
	Hispanic/Latino						1	1		
	Asian or Pacific Islander							0		
	Amer. Indian/Alaska Native					1		1		
	Filipino American							0		
	White	1	1		1	1	2	6	40%	60%
TOTALS		1	1	0	1	2	3	8	40%	60%

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR PREMISES MAINTENANCE INSPECTION SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR PREMISES MAINTENANCE INSPECTION SERVICES**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Concept Marine Associates, Inc., a California corporation (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the premises maintenance inspection services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-8, and P-9 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Facilities Maintenance Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued December 15, 2003.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The

Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year.

1.3.3 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for premises inspection services shall not exceed the annual rate quoted on Form P-1. The County may at its discretion expend any portion, all or none of that amount.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$240,000 sum referenced in Section 1.4.1 by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Contract Payment. Compensation for scheduled leasehold inspection services shall be at the annual rate quoted on Form P-1 and shall be payable in equal monthly installments, and an agreed upon hourly rate quoted on Form P-1 for structural follow-up. All Contract payment(s) are subject to Section 3.1. Notwithstanding any other provisions of the Contract, the Contractor's annual and/or hourly rate(s) for leasehold inspection services shall apply to the following services:

- Annual structural inspection of waterside improvements;
- Services pertaining to the Department Premise Maintenance Inspection Program (Exhibit 1) by the Leasehold Inspector; and
- Initial structural inspection by an engineer or possible structural deficiencies noted by the Leasehold Inspector.

setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.4 Increase in Maximum Compensation.

The Contractor will be compensated for additional work authorized in writing by the Director at the annual and hourly rates quoted in Form P-1, Offer to Perform, and such work shall be subject to Sections 3.1 and 1.4.1. Emergencies and unscheduled service shall be considered additional work subject to this section. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover the additional work or where the additional work results from the Contractor's inadequate performance of scheduled duties.

1.4.5 Gratuitous Work. Work performed outside the scope of this Contract without amendment thereto shall be deemed to be a gratuitous effort on the part of the Contractor, and Contractor shall have no claim against County for such work.

1.4.6 No Increase in Annual or Hourly Rate(s) of Compensation. Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the annual or hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

1.4.7 Contractor's Invoice Procedures.

1.4.7.1 The Contractor shall submit to copies of an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. Invoices shall identify the Contract number and other information necessary to calculate the payment for the work.

1.4.7.2 The monthly invoice shall show the amount due and payable, the dates and locations where work was performed and the names of the employee(s) who performed the work. If unscheduled additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rate of compensation.

1.4.7.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR PREMISES MAINTENANCE INSPECTION SERVICES**

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the work.

2.1.3 Contractor's Office. The Contractor shall maintain a local address at which the Contractor's Representative may be contacted personally or by mail. The Contractor's hours must correspond with the hours of the Department and may include overtime work.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Make Monthly Reports. The Contractor shall report to the Contract Administrator on a monthly basis in writing, describing the services rendered and matters delivered during the period. In addition, a monthly structural report, specific to the structural problem is required, along with the charges for the structural services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the structural project or any intermediate deadlines.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's activities related to each inspection and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Facilities and Property Maintenance Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

2.3.1 Inspection Standards

The Premises Maintenance Inspector shall perform the duties listed in The Department Premises Maintenance Inspection Program (Exhibit 1) and Premises Maintenance Inspection Elements (Exhibit 1A).

The Premises Maintenance Inspector (PMI) shall perform routine and follow-up inspections, issuing deficiency reports citing all maintenance deficiencies, including but not limited to: unauthorized improvements, unauthorized uses, zoning violations, building code and regulatory violations, maintenance deficiencies and safety hazards.

In general, maintenance must be maintained in a clean, safe, wholesome and sanitary condition with improvements in good and substantial repair and condition. Additionally, when effecting repairs and replacements, lessees must comply with the Specifications and Minimum Standards of Architectural Treatment and Construction for Marina del Rey; all building and safety laws and ordinances; and all health and safety laws and ordinances.

2.3.2 Premises Maintenance Inspector Tasks.

The PMI shall perform the following tasks at the time specified:

- Every 16 weeks, inspect and re-inspect each leasehold landside facility.
- Every eight weeks, inspect and re-inspect each leasehold waterside facility.
- Prepare deficiency reports recording the deficiency, recommending a remedy, setting time to correct the deficiency and recording other pertinent information. Submit to Chief,

Facilities and Property Maintenance Division (FPMD) for approval.

- Continuously update Premises Maintenance Report and submit to Chief, FPMD monthly.
- Upon finding a safety hazard, direct the lessee or sublessee in possession to immediately place barriers and warning signs to guard against the danger. If the lessee or sublessee fails to provide such barriers or warning signs immediately, arrange for their placement. The County will charge the lessee for the work, equipment and materials. All re-inspections regarding safety hazards must be completed within three days.
- Calendar the deficiencies and re-inspect within eight weeks to ensure that the appropriate actions have been taken to cure them. Hazardous conditions are to be repaired immediately.
- Upon re-inspection, if the work is not completed within the time limit required by the deficiency report, notify the Chief, FPMD.
- Re-inspect 35 days after intent or notice of default, if any. Notify the Chief, FPMD in writing, of status of deficiency.
- Should inspection reveal a need for additional structural follow-up work, complete as assigned by work order and approved by the Director.
- Perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County

determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan.

The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Contractor to Maintain California State Contractor's License.

The Contractor shall maintain his or her California State Contractor's License throughout the term of the Contract and any extension period and shall inform the Department in writing immediately upon the suspension, revocation, lapse, or other loss of license. Such suspension, revocation, lapse, or other loss of license shall be deemed a material breach of the Contract and shall be grounds for termination of the Contract pursuant to Section 3.16.

2.4.6 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.3 Hourly services shall be accurately reported.

2.4.7.4 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.5 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR PREMISES MAINTENANCE INSPECTION SERVICES**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the 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 under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of

the 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 the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that 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, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited

to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control

and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of

any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contractor's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall

constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles,

and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of

the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract 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.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the 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 employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and 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 Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

3.32.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor'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 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.

3.32.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.32.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.32.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendations of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX 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 Tax 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 8).

3.34 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper

to the maximum extent possible on all work performed under this Contract.

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

3.35.1 Jury Service Program. This Contract is subject to the provisions of the 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.

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days 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.

3.35.2.2 For purposes of this section, "Contractor" means 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. "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 the 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 the 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.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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 Program.

3.35.2.4 Contractor's violation of this section 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 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

3.36.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 11 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.36.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to

encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.37 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/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 or other termination of this Contract.

Concept Marine Associates, Inc, a
California corporation

By 
Gordon R. Fulton, President

By _____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By 
Deputy

DEPARTMENT OF BEACHES AND HARBORS

Premise Maintenance Inspection Program – Correction of Leasehold Deficiencies

PURPOSE:

- 1.0 The purpose of this Policy/Procedure is to establish the guidelines for the Department's Premise Maintenance Inspection Program (PMIP).

POLICY:

- 2.0 This policy is to establish the highest standards of cleanliness, safety and appearance for Marina del Rey (Marina) leaseholds by implementing Section 35 of the Lease (Maintenance of Premises).

PROCEDURE:

- 3.0 Maintenance, Repair, Replacement, and Default Processes
 - 3.1 The lessee in accordance with Section 35 of the Lease is required to maintain the leasehold in a safe, clean, wholesome, and sanitary condition to the satisfaction of the Director and in compliance with all applicable law.
 - 3.2 The Department requires that repairs and replacements under Section 35 of the Lease shall be made without unnecessary delay either on the part of the County or the lessee. Policy Statement No. 25, dated July 16, 1975, entitled "Standards, Guidelines and Procedures Relating to Premises Maintenance", affords a comprehensive description of the criteria used in conducting inspections and reporting therein (Exhibit 2). Exhibit 3 lists many, but not all of the elements that the Premises Maintenance Inspector (PMI) considers when making an inspection.
 - 3.3 Pursuant to Section 33 (Entry By County) of the Lease, the PMI inspects landside facilities every four months and waterside facilities every two months.
 - 3.3.1 During the inspection the PMI identifies the deficiencies and issues a Leasehold Premises Maintenance/Repair Deficiency Report (Exhibit 4) to the lessee within four (4) days of the inspection.
 - 3.3.2 The lessee is required to cure all safety-related deficiencies immediately and has 60-days to cure all non-safety deficiencies. The lessee may request a time extension should he/she be unable to cure any of the non-safety deficiencies within the 60-day period.
 - 3.3.3 Should the lessee fail to cure the deficiencies within the prescribed period of time, the Facilities and Property Maintenance Division Chief shall recommend issuance of a

Notice of Default to the Chief Property Manager of the Asset Management Division if he doesn't approve or receive the lessee Request for Extension letter.

- 3.3.4 The Chief Property Manager or Asset Management Division Chief will either issue a Notice of Default to the lessee or return the recommendation to Facilities and Property Maintenance Division Chief indicating that no action was taken.
- 3.4 Should an Intend to Notice of Default and/or Notice of Default be issued, the lessee must comply with the terms of the notice within thirty-five (35) days or it will constitute an event of default under the terms of the Lease, for which the County can invoke its remedies of forfeiture and cancellation under Section 21C of the lease in the absence of the lender curing the default within the time allowed as an approved encumbrance holder under Section 21B of the Lease.
 - 3.4.1 In the event the lessee fails to make the necessary repairs as specified on the Leasehold Premises Maintenance/Repair Deficiency Report within the specified time period, the County can make the repairs and recover all the costs associated with said repairs, as prescribed in Section 36 of the Lease.
 - 3.4.2 The lessee may request the Director to defer the performance or completion of the work by the County on such terms and conditions as the Director may impose, including but not limited to, the lessee's payment as additional rental to the County the administrative and other expenses incurred as a result of the delay. Such additional rental shall be paid on the next rental due date following the Director's determination.
 - 3.4.3 Where the Director finds that without notice to the County the lessee or sublessee has caused the work to be performed after having been notified that the Department would perform the work; and that as a result of the lessee's or sublessee's delay or failure to give notice, the County has incurred a certain amount of administrative or other expenses, the lessee shall reimburse the County on the next rental due date following the Director's determination.
 - 3.4.4 If the Director has notified the lessee of the Department's intention to perform or complete the corrective work and the Department's contractor performs or completes the work, the Director shall determine the costs incurred by the County to cure the deficiency, including the labor, material, and administrative costs and shall direct the lessee to reimburse the County on the next rental due date.

**DEPARTMENT OF BEACHES AND HARBORS
PREMISES MAINTENANCE INSPECTION ELEMENTS**

WATERSIDE:

- All boat lines around the dock cleats must be coiled to prevent a trip hazard.
- Dock steps may not be over half the width of the dock finger to allow for emergency access.
- No items are to be stored behind or on top of dock boxes, so that a haphazard dock appearance is not presented.
- No vessel shall be moored between the seawall and the fingers. Small craft under ten feet in length are an exception to this rule. This is to prevent vessels from dragging on the riprap at low tide, as well as protect the fingers.
- To prevent trip hazards, any electrical cords that run across the fingers or dock must be placed in conduit or channel.
- No carpeting shall be permitted on docks, as carpeting is water-retentive and can cause dry rot.
- No fuel containers are permitted to be stored on docks, as they pose a potential fire hazard.
- No batteries shall be permitted on the docks, as they are a potential fire hazard.
- No dinghies shall be stored on the docks or fingers (or small craft), so as not to impede emergency access and/or create a haphazard dock appearance.
- Charcoal barbeques are not permitted on the docks, as they are a potential fire hazard.
- Bicycles may not be stored on fingers or docks, so as not to create a haphazard dock appearance.
- Plastic tarps must be in a seaworthy type condition and arranged in an orderly fashion (no rips, duct tape or otherwise poor condition).
- No refrigerators will be permitted on the docks or fingers. The weight of these refrigerators can cause the fingers to list, and also may present a haphazard dock appearance.
- Makeshift docks across the kneeboards shall not be permitted. This to prevent tripping hazards, as well as haphazard dock appearance.

- No flammables shall be stored on the docks or in dock boxes.
- Boat slips that are found to have serious deficiencies will be shut down, thereby displacing the boater(s) until the deficiencies are corrected.
- Dock fingers with a list of over ½ inch perm foot will be cited in the deficiency reports.

LANDSIDE (exterior and public areas):

- Latticework/chicken wire on balconies is unsightly and can be a hindrance to emergency access.
- Canopies/awnings must be approved by the Design Control Board, if not in the original configuration of the building.
- General good housekeeping is important to prevent a haphazard Marina appearance.
- Additional elements include but are not limited to inspection of easements, signs, restrooms, rubbish disposal sites, landscaping, utility lines, flagpoles, radio, television and satellite antennas, landside permit compliance, and exterior painting.

See Exhibit 3, Description of Deficiencies for more details.

**REQUEST FOR PROPOSALS FOR PREMISES MAINTENANCE INSPECTOR
OFFER TO PERFORM**

Proposer: Name: Concept Marine Associates, Inc.
 Address: 6700 East Pacific Coast Highway, Suite 201
Long Beach, California 90803
 Phone: 562.594.6974 Fax: 562.594.6975

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide premises maintenances inspection services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

The rate for services shall be:

1. Leasehold Inspection Services – Annual Price: _____ Dollars (\$ 240,000*)
2. Structural Follow-Up Work: Job Title Hourly Rate

<u>Khorin Salmassian, PE</u>	Senior Structural Engineer	Dollars (\$ <u>145.00</u>)
<u>Gregory S. Reid, PE</u>	Senior Engineer	Dollars (\$ <u>115.00</u>)
_____	_____	Dollars (\$ _____)

The proposal is subject to the following additional conditions:

*This price subject to 3% annual escalation from date of contract award

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture
 limited liability company other: _____

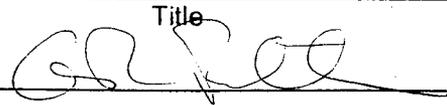
State of organization: California Principal place of business: Oakland

Authorized agent for service of process in California:

<u>Gordon R. Fulton</u>	<u>1853 Embarcadero; Oakland, CA 94606</u>	<u>510.533.7600</u>
Name	Address	Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

<u>Gordon R. Fulton</u> , President <u>510.533.7600</u>	<u>Ken Johnson</u> , PE, Vice President <u>510.533.7600</u>
Name Title Phone	Name Title Phone

Dated: 23JAN04 Proposer's signature: 

<u>Gordon R. Fulton</u> , President <u>510.533.7600</u>
Name Title Phone

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about inspectors and key employees. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Gordon R. Fulton	employee	President, Principal in Charge	Executive Oversight
Steve Schmucker	employee	Area Manager	Resource Management, Quality Control
Robert Stassi	employee	Inspector	Premises Maintenance Inspection
Lauren Africa	employee	Inspector	Premises Maintenance Inspection
Khorin Salmassian, PE	consultant	Senior Strucural Engineer	As-Needed Structural Inspection
Gregory Reid, PE	employee	Senior Engineer	As-Needed Specialized Inspection

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Gordon R. Fulton

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:** not applicable

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Ken Johnson / PE Civil Engineering / 20039		
Gregory S. Reid / PE Civil Engineering / 62553		
Khorin Salmassian / PE Civil Engineering / 23476		
Jere B. Harper / PE Civil Engineering / 57317		
Gordon R. Fulton / Contractor Class A & B / 352585		

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

The current Scope of Work is identified on Page 2 and 3 of this RFP and Exhibits 1, 1A, and 3. As explained on Page 1 of the RFP, the Department desires an improved inspection program. Using the current program as a guideline, indicate how, with the use of two inspectors, your company would expand the inspection services, including, but not limited to:

- Frequency of inspections;
- Improvements in inspection program;
- Changes to the check list; and
- Changes to the evaluation method.

In regard to the above, please address the following items:

- How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to improved premises maintenance inspection program as listed in the Proposal;
- Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- A comprehensive listing of the inspector(s) and other staff involved in the premises maintenance inspections, including job titles, experience, specific duties as they relate to the inspections, and anticipated monthly hours to be spent on the inspection services.

Signature: 

P-2 Staff Resumes

Gordon R. Fulton, Principal-in-Charge

Mr. Fulton's professional career spans 25 years of executive level construction experience. From 1976 until he founded CMA Associates, Inc., in 1981, he had executive level responsibilities with two marina construction firms, first as Vice President of Operations for Omnifloat Inc., followed by serving as Vice President and General Manager of Bellingham Marine Industries, Inc. (California). He has managed well over one hundred marine, civil/structural, and architectural projects. In 1981 Mr. Fulton founded CMA to provide construction management and project management services on waterfront, coastal, port, and recreational projects. Since then he has been the Principal-in-Charge of the completion of several large, pier/wharf, marina and park projects. His responsibilities include overall corporate management, special studies, and supervision of selected program and project management operations. Mr. Fulton is extremely knowledgeable about the construction management process and brings his expertise to each CMA endeavor. His construction management specialization includes dealing with public procurement and low bid contractors, design review, value engineering, constructibility review, dispute resolution, and claim analysis.

Mr. Fulton has delivered papers and spoken to a variety of groups about construction management and project management, including the University of California at Berkeley, World Marina Conference, Marina Asia '92 Conference, and many professional organizations. In 1993, the Huntington Beach Pier Project, for which he was the firm's Project Principal, was awarded Project of the Year by the Southern California Chapter of the American Society of Civil Engineers. During his tenure as the Principal-In-Charge and Program Manager of the Marina del Rey Seawall Restoration Project, the project was awarded the Productivity and Investment Award by the Los Angeles County Board of Supervisors, and Project of the Year in 2001 for the International Concrete Restoration Institute.

Under his direction, CMA has completed more than 200 parks, infrastructure and marine projects. Mr. Fulton's project involvement as Principal-In-Charge or Project Sponsor in recent years includes:

- Serving as the Harbor Consultant for Marina del Rey from 1988 to the present
- Huntington Beach Pier Plaza Improvements, Huntington Beach, California
- Berth 55/56, Port of Oakland, Oakland, California
- Marina del Rey Seawall Structural Rehabilitation, Los Angeles, California
- Pathfinder Regional County Park, Los Angeles, California
- Redondo Beach Pier Reconstruction, Redondo Beach, California
- Bair Island Steel Sheet Pile Wall, Redwood City, California
- Cabo San Lucas Marina, Cabo San Lucas, Mexico
- Hermosa Beach Pier Restoration, Hermosa Beach, California
- California Yacht Club Marina, Marina del Rey, California
- Huntington Beach Pier and Pier Plaza, Huntington Beach, California
- Pier G Dredging Project, Port of Long Beach, California
- Vallejo Marina Expansion, Vallejo, California

Education

B. A., 1967, Political Science, Lewis & Clark, Portland, Oregon
M. A., 1969, Business & Economics, University of Pennsylvania

Licenses

California Contractor's License Class A & B

Affiliations

Construction Management Association of America, founding member
California Marine Affairs and Navigation Conference, Director
Shore and Beach Preservation Society
California Association of Port Captains and Harbor Masters
California Marine Parks & Harbors Association, President Emeritus
California Coastal Coalition, founding member
Marina Recreation Association

Steven A. Schmucker, Area Manager

Mr. Schmucker has more than 20 years of experience in project management focused on both public works and commercial construction projects. During those years, he has managed over fifteen major construction projects including complex rehabilitation projects, such as the \$23M multi-phase Marina del Rey Seawall Restoration and Cerritos Lake. Mr. Schmucker has a "hands-on" management style that allows him to communicate effectively across every level in the construction environment. His construction management experience ranges from complete construction monitoring to quality assurance and control. Mr. Schmucker has an impressive record with CMA with all projects coming in on time, within budget and without claims.

Over the three-year construction duration of the Marina del Rey seawall restoration, Mr. Schmucker held weekly meetings with user groups, monitored a dedicated hotline and posted regular information on-site. Due to these efforts, no complaints ever rose to the level of the Director or Board of Supervisors. His public outreach and leadership has also been key during a three-year, multi-project \$35 Million program with the City of Huntington Beach. In a recent letter, Eric Charlonne, Contract Administrator at the City of Huntington Beach, wrote that Mr. Schmucker's service "has been, without question, of paramount important in bringing the projects in under budget and on time."

At CMA, Mr. Schmucker has served as a full-time On-Site Construction Manager for large, multifaceted projects and at other times managed multiple projects at once as an Area Manager. In that capacity, he oversaw the activities of up to four senior construction managers plus a staff of 12. Past responsibilities included monitoring construction activities at project sites, performing constructibility reviews; facilitating meetings with owners, user groups, architects, consultants and general contractors; tracking, documenting and reporting project activities; and inspection. Specific project experience with CMA includes:

- City of Long Beach Libraries Facilities Assessment, Long Beach, CA
- City of Long Beach Health Centers Facilities Assessment, Long Beach, CA
- City of Long Beach Parks, Recreation and Marine Facilities Assessment, Long Beach, CA
- Downtown Shoreline Marina Rehabilitation, Long Beach, CA
- Marina del Rey Seawall Restoration, Marina del Rey, CA
- Huntington Beach Pier Plaza, Huntington Beach, CA
- Hermosa Beach Pier, Hermosa Beach, CA
- Cerritos Lake Rehabilitation, Cerritos, CA
- Dockweiler Beach Concession Facility, Los Angeles, CA
- Central Park, Huntington Beach, CA
- Hermosa Beach City Hall Renovations, Hermosa Beach, CA
- Huntington Beach Maintenance Facility, Huntington Beach, CA
- Huntington Beach South Beach, Huntington Beach, CA
- Roland E. Bigonger Park, Yorba Linda, CA

Education

B. A., Psychology Candidate, Colorado State University, Fort Collins, Colorado

Graduate of American Concrete Institute, Denver, Colorado

Robert Stassi, Premises Maintenance Inspector

Mr. Stassi has 12 years of experience in the construction industry. Prior experience while with Inspectech included the all-inclusive inspection of residential buildings including the plumbing, electrical, roof and foundation. He is familiar with all phases of construction and is extremely comfortable working with both private sector and public agencies. His previous training includes real estate inspection, surveying and wood boat construction. He is also a member of the California Real Estate Inspection Association.

Mr. Stassi joined Concept Marine Associates (CMA) in 1997 and started the Premises Maintenance Program for the Los Angeles County Department of Beaches and Harbors (DBH). He has been performing those services ever since. The program was created to increase the quality of inspection of their leasehold properties. Mr. Stassi worked closely with the DBH Staff to incorporate prior inspection techniques along with innovations to increase the efficiency and thoroughness of the inspections. During the past year, Mr. Stassi has inspected a variety of structures in the Marina del Rey area, including dock systems ranging from concrete, wood and plastic. This includes the regular inspection of over 15 anchorages and apartments, several restaurants and motels, as well as shopping centers, a gas station and docks and boat repair facilities. During that time, Mr. Stassi worked directly with Wayne Schumaker, Chief Facilities and Property Maintenance Division, County of Los Angeles DBH. Mr. Stassi is extremely familiar with LA County DBH. He worked with several DBH Staff on making modifications and upgrades to the current computer systems, as well as working with them on designing current guidelines and procedures for inspection. His efforts have resulted in the systematic approach and consistent fair, unbiased inspection.

Education

B.A. , 1990, Industrial Technology, with emphasis in plastic and wood and technical drawing
San Diego State University, San Diego, CA
A.A., 1986, Construction Technology, El Camino College, Redondo Beach, CA

Certifications

Certificate of Completion, 2002, ASTM Property Condition Assessments
Certificate of Completion Computer Education, 1996, Torrance, CA
Certificate of Completion, 1997, Home Inspection Training Course, Oceanside, CA
Certificate of Completion, 1997, Home Inspector Training School, San Ramon, CA
Certificate of Proficiency, 1983, Commercial Remodeling, Torrance, CA

Affiliations

Building Officials and Code Administrators International (BOCA)

Lauren P. Africa, Premises Maintenance Inspector

With professional experience as a Field Engineer in a Los Angeles River Basin project, Mr. Africa brings a background in Quality Assurance, Records, and Testing. After becoming fully trained as an inspector through CMA's rigorous internal educational courses, Mr. Africa served as an inspector at Pier G in the Port of Long Beach. His experience with permits and agency requirements, water quality requirements, project operations, and personnel and equipment safety, Mr. Africa brings a detailed approach to inspection and condition assessment. His relevant project experience includes:

- City of Long Beach Libraries Facilities Assessment, Long Beach, CA
- City of Long Beach Health Centers Facilities Assessment, Long Beach, CA
- City of Long Beach Parks, Recreation and Marine Facilities Assessment, Long Beach, CA

Education

Rensselaer Polytechnic Institute, Troy, New York; BS Mechanical Engineering

Khorin Salmassian, PE, Senior Structural Engineer

Prior to joining CMA, Mr. Salmassian served as a Supervising Civil Engineer II for the County of Los Angeles' Department of Public Works from 1969 to 1999. He has 30 years of experience in structural analysis and design of various types of structures, including bridges (pedestrian, traffic, and railroad), reinforced concrete underground utility vaults, marine related structures, and residential and commercial low rise buildings. He has worked on slope stabilization and earth slide repair, and has been responsible for hydrologic studies leading to calculations of hydraulics of open channels and closed conduits. Project experience includes:

- Repair and Rehabilitation of Pacoima Dam after 1994 Northridge Earthquake
- Repair and Rehabilitation of Underground Reinforced Concrete Box Culverts/Conduits
- Reinforced concrete, steel, timber, composite, corrugated metal arch, and prestressed concrete bridges over the Los Angeles River, San Gabriel River, Rio Hondo, Santa Clara, Verdugo Wash, and many of the waterways in the County of Los Angeles
- Residential and commercial low rise (one and two story semi-subterranean) timber buildings, apartment house and condominium projects. Reinforced concrete block wall and tilt-up commercial buildings; concrete and steel office buildings, industrial steel mill fabrication shops, steel storage tanks; reinforced concrete tunnels; high rise building aluminum mullion structures and their attachments; conveyor truss design.

Education

M.S., 1977, Civil Engineering, California State University at Los Angeles

B.S., 1968, Civil Engineering, California State University at Los Angeles

A.A., 1966, Civil Engineering, California State University at Los Angeles

Registration

Registered Professional Civil Engineer, California No. CE 23476

Affiliations

American Society of Civil Engineers

American Institute of Steel Construction (AISC)

American Concrete Institute (ACI)

Structural Engineer's Association of California (SEA)

American Society of Civil Engineers, Forensic Engineering, California

Gregory S. Reid, PE, Senior Engineer

Mr. Reid specializes in marine civil and structural engineering and has a deep understanding of the effects that coastal and riverine processes have on shorelines, river channels and the associated facilities. He has a strong oceanographic, coastal, hydraulics and environmental background and has performed wave run-up studies for a variety of beaches and shorelines including those done recently at Isidore B. Dockweiler State Beach, Will Rogers State Beach, and Venice Beach.

He has worked on and understands sediment transportation and dredging design. Due to the variety of locations having been analyzed, Mr. Reid has developed the ability to tailor the design of facilities and protective measures to meet the unique needs of the respective locations. His experience with drainage calculations, open channel hydraulics and modeling, provide the ability to assess, accommodate and modify if necessary, the effects of channel dynamics on associated improvements. He also serves as the coastal engineer for the Los Angeles County Department of Beaches & Harbors through CMA's retained services contract. Since joining CMA in 1999, Mr. Reid has provided expertise for the following projects:

- Werder Pier Structural Investigation, San Mateo County, CA
- Naples Seawall Engineering Investigation, Long Beach, CA
- Marina del Rey Seawall Void Investigation and Repair, CA
- Indefinite Delivery Order, Army Corps of Engineers, Los Angeles District, Coronado Shoreline, San Diego Bay, CA
- Dana Point Marina Condition Survey, Dana Point, CA
- Wave Run-up Study, Dockweiler Beach, Los Angeles, CA
- Wave Run-up Study, Will Rogers Beach, Los Angeles, CA
- Clipper Yacht Harbor Breakwater and Docks Project, Sausalito, CA
- Groin and Slope Protection Repair & Sand Prefill, Santa Monica, CA
- Los Vaqueros Reservoir Recreational Facilities, Concord, CA
- Marina Beach Water Infusion Feasibility Study, Marina del Rey, CA
- Lake Camanche Master Plan, Amador County, CA
- Westport Sand Beach Nourishment, Los Angeles County, CA

Education

BSCE, 1994, Environmental Engineering, Purdue University
MSCE, 1999, Coastal Engineering/Hydraulics, Purdue University
U.S. Army Corps of Engineers Wetland Delineation Certification Training

Registration

Registered Engineer, State of California, #C62553
Registered Engineer, State of Indiana, #10001101
IDEM Certified Asbestos Inspector, Certification # 190715126

Affiliations

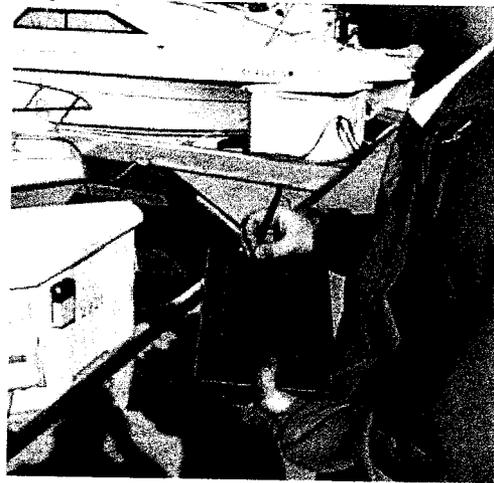
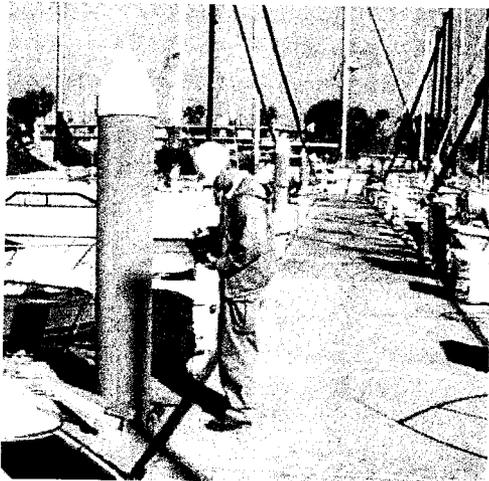
American Society of Civil Engineers, member
American Shore and Beach Preservation Association, Board of Directors
California Marine Parks and Harbors Association, First Vice President, Northern Division
California Marine Affairs and Navigation Conference, member

P-2 Statement of Approach

CMA has served as Premises Maintenance Inspectors for the Department since 1997 and is intimately familiar with the current scope of work. CMA will provide inspections at the intervals and level of detail indicated in the published scope of work, but welcomes the opportunity to make improvements to the services currently provided. These improvements are targeted to improve quality and efficiency.

Pen Tablet System

For several similar projects at the City of Long Beach, CMA has implemented use of a pen tablet system with great success. We propose to utilize this proven system for the Department, should our Premises Maintenance Inspection contract be renewed.



During site inspections, information is entered systematically, using a rugged field computer that is as powerful as a laptop. Since the inspector is prompted through set checklists, nothing is overlooked and data is entered consistently for accurate comparisons to other areas or the same facilities over time. Notes and digital photos can easily be added to augment observations. Once the information is collected, the data is simply uploaded directly into a database, eliminating any errors that could arise from data entry of handwritten notes. This method also streamlines the time it takes to produce a published report. Several CMA staff members are fully trained in this system, which is in use on all of our facilities assessment contracts. The program used to enter data was developed by CMA staff using Microsoft® Access. This means the entry fields are easy to alter or add to, if the Department requires changes to the scope of investigations.

Monthly Review Meetings

To facilitate continuous improvement over the lifetime of this contract, CMA proposes conducting monthly review meetings between the Department's Chief of Facilities and Property Maintenance Division, CMA's Area Manager overseeing the project, and the two Premises Maintenance Inspectors. During these meetings, performance will be critically reviewed and any necessary improvements will be implemented. This regular feedback will allow CMA to provide the highest quality services to the Department and respond to changes in the needs of the facilities. For example if negative trends are being seen in certain areas, inspections can be temporarily or permanently augmented in detail or frequency to compensate. CMA feels this will be a direct improvement to efficiency and communication between inspectors and the Department.

Specialized Investigations

Should the need arise, CMA has several licensed professionals on staff to conduct engineering investigations of facilities. Included in our proposed staff are licensed Structural and Civil Engineers, with specialty knowledge of marine facilities. Gregory S. Reid has conducted investigations on several marine seawalls, including at Marina del Rey, both above and below the water's surface. He has specific knowledge with regard to marine processes and the effects on structures and facilities. He has conducted engineering-level investigations and inspections of concrete docks, marinas and piers all over California. CMA is part of a joint venture with a team of non-destructive testing engineers, called WDP-West, who specialize in concrete structures and have investigated voids and the effects of corrosion at Marina del Rey. These resources are available, should the Department request.

Trained Staff

The names, titles and experience of proposed personnel are included in full resumes on the preceding pages. All staff members are trained to perform the duties outlined in the RFP. Lauren Africa and Robert Stassi will serve as Premises Maintenance Inspectors, conducting regular on-site investigations as outlined in the scope of work. Steve Schmucker will serve as the Area Manager, responsible for allocating resources to this project and facilitating any corrections or improvements that need to be made. Mr. Schmucker is the daily contact for this project. Gordon R. Fulton will act as Principal in Charge, providing executive oversight and attending the monthly review meetings on an occasional basis.

QUALITY CONTROL PLAN

Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

- a. Who will review documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan or written procedures for your staff, please attach them.

Additional Information (Attach pages if necessary):

Signature: _____

A handwritten signature in black ink, appearing to be "C. S. [unclear]", written over a horizontal line.

P-3 Section a

Who will review documents prepared by your office? Steve Schmucker, the Area Manager. The Area Manager and Gordon R. Fulton, Principal-in-Charge, are also available for interpretation or clarification of any issues or questions related to actual conditions.

P-3 Section b

What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer? CMA will immediately correct any deficiencies noted by any reviewers. Any deficiencies will be noted during the monthly review meeting and corrective action taken to prevent similar issues from occurring again.

P-3 Section c

If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond? CMA will respond immediately. The firm has the capacity to handle urgent requests without delay. Any complaints will be reviewed during the monthly review meeting, facilitating the improvement necessary to prevent further complaints of any kind.

P-3 Section d

How will you cover unexpected absences? In addition to having two dedicated Premises Maintenance Inspectors on staff, two additional CMA employees will be trained to fill in to cover unexpected absences. These staff members are already trained in facilities inspection and the pen tablet system in use on other CMA contracts.

Form P-3 Section e

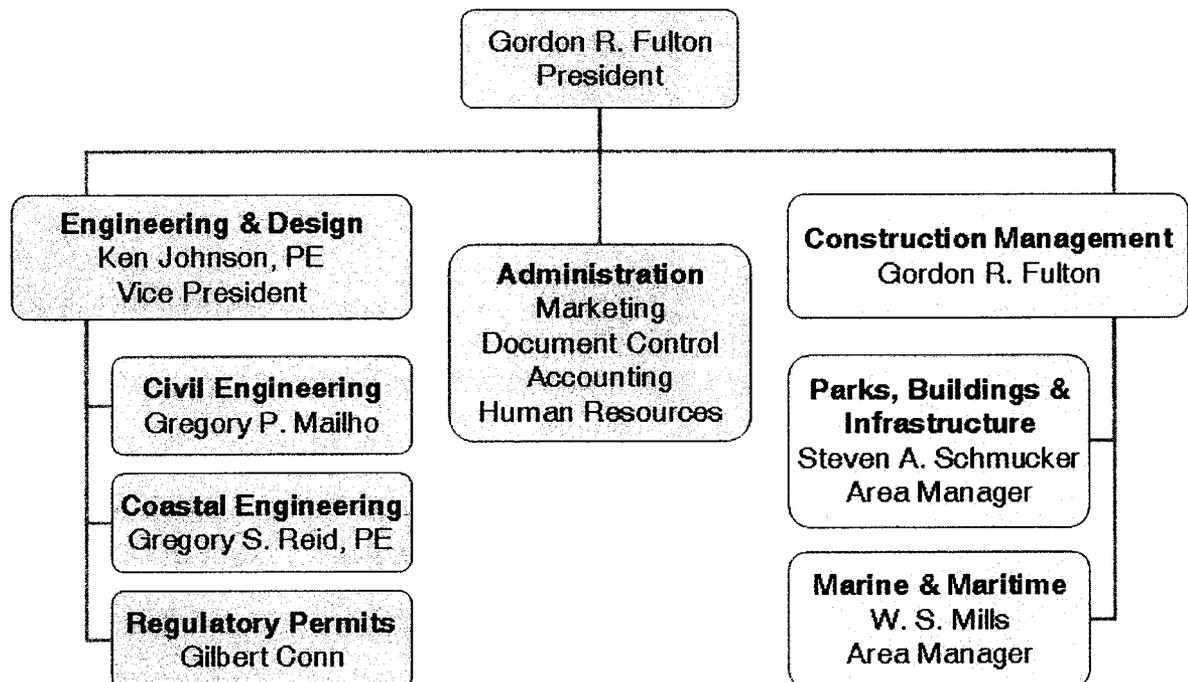
This project is being administered out of CMA's Construction Management department. For each Construction Management job, a quality manual is established for that project. Quality will be maintained and continuously improved on this project utilizing the oversight of the Area Manager and Principal-in-Charge and facilitated by monthly review meetings.

Structure of the Firm

Founded in 1981, Concept Marine Associates, Inc., (CMA) is 100% privately owned by the founder and current President, Gordon R. Fulton. Mr. Fulton has been with the firm since its inception and continues with a high degree of involvement in daily operations. CMA was incorporated in the State of California as an "S" corporation in 1988. The firm is divided into two divisions: Engineering Design and Construction Management (CM) with flexible administrative and technical resources available to both.

Ken Johnson, PE is the Vice President of the firm and functions as the Principal-in-Charge for all Design programs. Mr. Johnson has been with the firm since 1993 and brings 35 years of civil and structural engineering experience and executive leadership to the operation of CMA. Three managers serve under Ken Johnson, Mrs. Mailho, Reid and Conn, with engineering and CAD staff supervised by them. The Design division is available as a resource when needed for CM programs, assisting with drawing preparation and review, as well as constructibility analyses.

Mr. Fulton operates as the Principal-in-Charge for all CM programs, and is responsible for quality control and allocation of resources for that division. Steven Schmucker, who joined CMA in 1997 as an Area Manager, leads the Parks, Buildings and Infrastructure group of the Construction Management Division. Mr. Schmucker manages inspectors, construction managers and administration for all Southern California projects.



REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Concept Marine Associates, Inc., the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment 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 promotional opportunities.

Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Gordon R. Fulton

Name



Signature

President

Title

23JAN03

Date

County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Concept Marine Associates, Inc.

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

I AM As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 05628501

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

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 30

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	1
Hispanic/Latino			2			1
Asian or Pacific Islander					1	1
American Indian						
Filipino						
White	2		9	1	6	5

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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name Gordon R. Fulton	Authorized Signature 	Title President	Date 23JAN04
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CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) Gordon R. Fulton hereby submit this certification to the (County department) Department of Beaches and Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), Concept Marine Associates, Inc., an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 6700 East Pacific Coast Highway, Suite 201; Long Beach, CA 90803 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 23 day of January, 2004 (Month and Year)

at: Oakland, California 510.533.7600
(City/State) (Telephone No.)

by: 
(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	Concept Marine Associates, Inc.		
Company Address:	6700 East Pacific Coast Highway, Suite 201		
City: Long Beach	State: CA	Zip Code: 90803	
Telephone Number:	562.594.6974		
Solicitation For (Type of Services):	Premises Maintenance Inspection		

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

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 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 exception 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 (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

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:	Gordon R. Fulton	Title:	President
Signature:		Date:	23JAN04