



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

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

IN REPLY PLEASE

REFER TO FILE: **AS-0**

November 18, 2004

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

Dear Supervisors:

**WHITTIER NARROWS MITIGATION SITE  
SUPERVISORIAL DISTRICT 1  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this work is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for "Whittier Narrows Mitigation Site" to EcoSystems Restoration Associates, a division of P&D Consultants, Inc. (EcoSystems Restoration), located in San Diego, California, and delegate authority to the Interim Director of Public Works to execute this contract. This contract will be for a period of one year, commencing upon Board approval, with five 1-year renewal options, not to exceed a total contract period of six years.
3. Delegate authority to the Interim Director of Public Works to renew this contract for the additional renewal options, if, in the opinion of the Interim Director, renewal is warranted, or to terminate this contract, if, in the opinion of the Interim Director, it is in the best interest of the County to do so.
4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

5. Authorize Public Works to encumber an annual amount not to exceed \$153,000 for the first 12-month term, and \$59,000, \$53,000, \$42,000, \$32,000, and \$22,000 for the five optional years, respectively. These amounts are based on negotiated prices to perform the work. Funds for the contract's first year are available in Flood Control District's Fiscal Year 2004-05 budget.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to obtain environmental restoration services at the Fieldbrook Debris Basin Mitigation Site in Whittier Narrows within the City of Whittier. The project consists of revegetating, developing, maintaining, monitoring, reporting and installing irrigation on one acre in the debris basin as a condition of Oak Tree Permit No. 01-011, which authorizes tree removal necessary for the Hendricks Avenue Street Widening in the unincorporated area of East Los Angeles. Additional conditions that require this work are set forth in the Streambed Alteration Agreement 5-241-99.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness. This contract will improve internal operations through the utilization of the contractor's expertise to effectively provide these services in a timely, responsive, and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

This contract is for an annual amount not to exceed \$153,000 for the first 12-month term, and \$59,000, \$53,000, \$42,000, \$32,000, and \$22,000 for the five optional years, respectively. These amounts are the prices to perform the work negotiated with the contractor pursuant to Government Code Section 4528. This contract will commence upon Board approval for a period of one year. With the Board's delegated authority, the Interim Director may exercise an additional five 1-year renewal options for a total contract period not to exceed six years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Funds for the contract's first year are available in Flood Control District's Fiscal Year 2004-05 budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Prior to the Interim Director executing this contract, which is substantially reflected in Enclosure A, the contractor will sign. County Counsel has reviewed this contract as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract as these services are required on an as-needed and intermittent basis.

## **ENVIRONMENTAL DOCUMENTATION**

The CEQA requires public agency decision makers to document and consider the environmental implications of their decisions. The proposed project is categorically exempt as specified in Class 4(c) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

## **CONTRACTING PROCESS**

On January 29, 2004, Public Works solicited proposals from 584 independent contractors and community business enterprises to perform the work. Also, a notice of proposal was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On March 4, 2004, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the Request for Proposals (RFP). Having met the initial requirements, these proposals were then evaluated by an evaluation committee consisting of Public Works staff who determined that the best qualified proposer was EcoSystems Restoration.

The committee's evaluation was based on criteria described in the RFP which included experience, work plan and approach, financial resources, and references. Pursuant to Government Code Section 4528, Public Works negotiated a fair and reasonable price for the project with EcoSystems Restoration. Based on this process, it is recommended that this contract be awarded to EcoSystems Restoration.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The Honorable Board of Supervisors  
November 18, 2004  
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This contract contains Board-approved contract terms and conditions regarding contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

### **CONCLUSION**

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Interim Director of Public Works

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Enc. 3

cc: Chief Administrative Office  
County Counsel

SAMPLE AGREEMENT FOR  
WHITTIER NARROWS MITIGATION SITE

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and EcoSystems Restoration Associates, a division of P&D Consultants, Inc., hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's proposal filed with the County on January 29, 2004, hereby agrees to provide services as described in the attached specifications for Whittier Narrows Mitigation Site, including but not limited to Exhibit D, Scope of Work.

SECOND: The Contract Specifications, the Contractor's proposal; the Standard Terms and Conditions of Los Angeles County Service Contracts; Exhibit A, Fish and Game Streambed Alteration Agreement Notification No. 5-241-99; Exhibit B, Regional Planning Oak Tree Permit No. 01-011; Exhibit C, Engineering Drawings of the Fieldbrook Debris Basin Mitigation Site (Whittier Narrows); Exhibit D, Scope of Work and Schedule; and Exhibit E, Payment Schedule, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: That the Contractor shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the rates and unit prices quoted in Exhibit E, Payment Schedule.

FOURTH: That this Contract's initial term shall be for a period of one year, commencing upon Board approval. At the discretion of the County, this contract may be extended in increments of one year, not to exceed a total Contract period of six years. The County, acting through the Interim Director, may give a written notice of intent to extend the Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Interim Director may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the County. This Contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the Contractor.

FIFTH: That Public Works will make payment to the Contractor within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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



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

COUNTY OF LOS ANGELES

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

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

ECOSYSTEMS RESTORATION  
ASSOCIATES, A DIVISION OF  
P&D CONSULTANTS, INC.

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

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

## WHITTIER NARROWS MITIGATION SITE

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PART I  
SPECIFICATIONS AND CONDITIONS FOR  
WHITTIER NARROWS MITIGATION SITE  
SECTION 1  
WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

Persons who wish to contract with the County of Los Angeles may respond to this Request for Proposals (RFP) by submitting a Proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

The work to be accomplished under these Specifications may include all or a portion of the following:

- Develop a mitigation plan per Fish and Game Streambed Alteration Agreement Notification No. 5-241-99 and Regional Planning Oak Tree Permit No. 01-011.
- Install planting and as-needed corresponding irrigation devices per the approved mitigation plan.
- Maintain the mitigation site per Fish and Game Streambed Alteration Agreement Notification No. 5-241-99 and Regional Planning Oak Tree Permit No. 01-011.
- Monitor and report the mitigation site development per fish and Game Streambed Alteration Agreement Notification No. 5-241-99 and Regional Planning Oak Tree Permit No. 01-011.

Proposer shall possess a valid C-27 Landscaping Contractor's License and an arborist certification from the State of California.

B. Proposal Format and Contents

Proposals shall be submitted in the sequence, with the content, and according to the format stated below. Failure to provide the required information or comply with these guidelines may be a basis for rejection of the Proposal. Include the following in the order listed:

1. Title page which indicates the Proposer's name, project title, and date of submission.

PART I - SPECIFICATIONS AND CONDITIONS

2. Comprehensive Table of Contents for material included in the Proposal.
3. Introductory letter (optional).
4. A comprehensive description of the Proposer's capabilities, in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment. The narrative should discuss each of the following subject areas, with emphasis on how the Proposer measures up to the evaluation criteria (see Part I, Section 3.H, Evaluation Criteria):
  - Background and experience
  - Organization
  - Principals (include resumes if available)
  - Key staff (include resumes if available)
5. Work Plan that describes the staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part I, Section 2, Scope of Work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

6. Subcontractors

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

- Contractor's Industrial Safety Record;
- Certificate Conflict of Interest;
- Proposer's/Offeror's EEO Certification;
- Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- GAIN/GROW Employment Commitment Form;

PART I - SPECIFICATIONS AND CONDITIONS

- Principal Owner Information Form (submit to Child Support Services Department and submit a copy with proposal);
  - Child Support Compliance Program Certification (submit to Child Support Services Department and submit a copy with proposal); and
  - Employee Jury Service Program Application for Exception and Certification Form.
7. Provide copies of the company's financial statements prepared by a certified public accountant for the last three full fiscal years. Statements should include the company's assets, liabilities, and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement (statement of operations), and retained earnings statement. If audited statements are available, these should be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part II, Section 2.0, Disclosure of Contents of Proposals.
8. Submit copies of the Proposer's C-27 Landscaping Contractor's License and arborist certifications from the State of California, required to perform the work.
9. Submit proof of current, valid insurance coverage that meets the RFP requirements, or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the contract.
10. Additional data and material not specifically requested for evaluation, but which the Proposer feels is essential, must appear in the last section. If there is no additional data the Proposer wishes to present, this section will consist of the statement: "There is no additional data we wish to present."
11. Forms List

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

- Declaration for Proposal;
- Contractor's Industrial Safety Record;
- Conflict of Interest Certification;
- Proposer's/Offeror's Equal Employment Opportunity;

PART I - SPECIFICATIONS AND CONDITIONS

- Proposer's Reference List;
- List of Subcontractors;
- Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- GAIN/GROW Employment Commitment;
- Principal Owner Information Form (submit to Child Support Services Department and submit a copy to Public Works)
- Child Support Compliance Program Certification (submit to Child Support Services Department and submit a copy to Public Works); and
- County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form.

C. Proposal Submission

1. Proposals shall be submitted with four complete copies (one original and three copies) of the Proposal and any accompanying documents. Proposals received after the closing date and time will be rejected by Public Works as nonresponsive.
2. Submit Proposals to the County of Los Angeles Department of Public Works' Lobby Cashier, 900 South Fremont Avenue, Alhambra, California 91803, in a package which clearly identifies this Request for Proposals and the name of the Proposer. Proposals will be officially received by Public Works only when accepted and time stamped by the Lobby Cashier. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Lobby Cashier. Proposals not delivered to the Lobby Cashier may be delayed in being officially time stamped by the Lobby Cashier and may miss the Proposal submission deadline. While Proposals received at Public Works' Mail Center through the United States Postal Service will be forwarded to the Lobby Cashier as quickly as possible, the Mail Center will not time stamp proposals. Public Works will not be responsible for any delays or missed deadlines for proposals that are not delivered directly to the Lobby Cashier.

D. GAIN/GROW Program

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. (See Forms List, Part I, Section 1.B.11.) Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

E. Child Support Compliance Program

Proposers must certify in accordance with the provisions of Section 2.200.060 of the County Code that: 1) the Principal Owner Information Form has been appropriately completed and provided to the Child Support Services Department with respect to the Proposer's Principal Owners (see Forms List, Part I, Section 1.B.11); 2) the Proposer has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 3) the Proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and continues to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (see Part I, Section 1.B.11, Forms List). Failure by the Proposer to provide the Principal Owner Information Form and the Child Support Compliance Program Certification Form to the Child Support Services Department will be grounds for a finding by the County that the Proposal is nonresponsive.

F. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in Part II, Section 3.V. The Jury Service Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.

PART I - SPECIFICATIONS AND CONDITIONS

2. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.
3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception (see Forms List, Part I, Section 1.B.11) and include with its submission all

*PART I - SPECIFICATIONS AND CONDITIONS*

necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of "contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

G. Vendor Registration

Proposers must register online with the County's Web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at [www.lacounty.info](http://www.lacounty.info).

PART I - SPECIFICATIONS AND CONDITIONS

SECTION 2

SCOPE OF WORK

A. Proposers' Conference

All prospective proposers are required to attend a Proposers' Conference to be held at Public Works' Headquarters, Alhambra Room, 900 South Fremont Avenue, Alhambra, California 91803, on **Wednesday, February 18, 2004, at 9 a.m.** **ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE.** Proposals received from proposers not signed in as attending this Conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through addenda to all who attended the conference.

B. Proposal Requirements and Conditions

Proposers are requested to review Part II, Section 2 - General Proposal Requirements and Conditions, as well as the County's "Policy on Doing Business with Small Business" and the County's "Vision" statement (both attached).

C. Public Works' Project Manager

Public Works' Project Manager will be Mr. James Yang of our Programs Development Division and can be contacted at (626) 458-5152, Monday through Thursday, 7:30 a.m. to 5 p.m. The Project Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Project Managers. The Contractor shall be notified in writing when there is a change in Project Managers.

D. Work Location

The proposed mitigation site is located south of South El Monte and northeast of Montebello in the City of Whittier, Los Angeles County, California. The site lies north of the Pomona Freeway (State Route 60) west of Rosemead Boulevard and can be accessed via Cortez Drive. (See Exhibit C, engineering

drawings of Fieldbrook Debris Basin Mitigation Site, Whittier Narrows.)

E. Work Description

The work to be accomplished under these Specifications may include all or a portion of the following:

- Develop a mitigation plan in accordance with Exhibit A, Fish and Game Streambed Alteration Agreement Notification No. 5-241-99, and Exhibit B, Regional Planning Oak Tree Permit No. 01-011.
- Install planting and as-needed corresponding irrigation devices in accordance with Exhibits A and B, the approved mitigation plan and in accordance with the Best Management Practices and "Greenbook" Standards and Specifications for Public Works Construction.
- Maintain the mitigation site in accordance with Exhibits A and B and the approved mitigation plan. The mitigation plan shall be acceptable to the Program Manager. Maintenance of the mitigation site shall be once a week year round.

F. Duration of Contract

This Contract's performance period shall commence upon Board approval and continue for a period of one year. At the discretion of the County, this Contract may be extended in increments of one year, not to exceed a total contract period of six years. The County, acting through the Director, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the Contractor.

G. Utilities

The County will not provide utilities on site.

H. Storage Facilities

The County will not provide storage facilities for the Contractor.

I. Removal of Debris

All debris derived from contract services shall be removed from the jobsite and disposed of at the Contractor's expense.

J. Special Safety Requirements

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

Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

All herbicide applications shall be under the direct supervision of a Pest Control Supervisor licensed by the State of California.

K. Drawings

Exhibit C is the engineering drawings for the Fieldbrook Debris Basin Mitigation Site (Whittier Narrows).

L. Responsibilities of the Contractor

The Contractor is responsible for the accuracy of the reports it prepares and the survival of the planting it plants as part of this Contract.

M. Site Inspection

Public Works may inspect the jobsite at any time within its sole discretion.

N. Project Safety Official

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

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

The County reserves the right to award the Contract to the best qualified Proposer whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return this Contract, together with copies of the required insurance certification, within 14 days after notification by Public Works of intent to recommend award of this Contract to the Board.

B. Final Contract Award by Board

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a Proposal and the terms of any resultant agreement, and to determine which Proposal best serves the interest of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract.

C. Prevailing Wage

The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under this Contract or by any subcontractor.

D. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meets the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

E. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this Request for Proposals or Contractor awarded this Contract shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's/Contractor's signature on the Proposal/Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer/Contractor to fully comply with the County Lobbyist Ordinance shall be sufficient cause for rejection of the Proposal or shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

F. Evaluation of Proposals

All responses to this Request for Proposals become the property of the County. Upon receipt of the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting Proposals. The proposed Contract will be submitted to the Board for consideration and possible approval.

PART I - SPECIFICATIONS AND CONDITIONS

The County may require whatever evidence it deems necessary relative to the Proposer's financial stability. Proposers' financial statements and other portions of the Proposal may be reviewed by the Public Works financial staff in order to assist the evaluators.

The County reserves the sole right to judge the Proposer's written and oral representations. The County may make onsite inspections of Proposer's current jobs.

Public Works may, at its option, invite some or all of the Proposers to make a presentation or participate in an interview before a final selection is made.

G. Negotiation of Price with Selected Proposers

The Director or his designee will negotiate a contract with the best qualified firm at compensation which the Director determines to be fair and reasonable to the County. Should the Director be unable to negotiate a satisfactory contract with the selected firm, the Director may terminate such negotiations and may select additional firms in order of their competence and qualification and continue negotiations with them until an agreement is reached.

H. Evaluation Criteria

The evaluation criteria to be used in the selection process will include, but is not limited to the following considerations:

1. Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements may be rejected as nonresponsive:
  - a. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.
  - b. Proposer's Safety Record which reflects that the Proposer has provided services in a safe manner.
  - c. Proposer shows an ability to meet insurance requirements.
  - d. Proposer has met the GAIN/GROW requirements.
  - e. Proposer has submitted to the Child Support Services Department the Principal Owner Information and Child Support Compliance Program Forms.

PART I - SPECIFICATIONS AND CONDITIONS

- f. Proposer has submitted the Jury Service Program Certification Form and Application for Exception stating that it accepts and will comply with the program requirements or establishing its entitlement to an exception to the program.
  - g. Proposer has signed all appropriate forms.
  - h. Proposer is signed in as attending the Proposers' Conference.
  - i. A C-27 Landscaping Contractor's License and an arborist certificate are required from the State of California.
2. Proposals passing the first step will be evaluated based on the following:

a. Experience (40 points)

The evaluators may award a maximum of 40 points for the quality and quantity of experience of the Proposer's prior experience in successfully developing, maintaining, and monitoring mitigation sites. Proposer and its key personnel and subcontractors in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 1.B.4), and any other relevant information. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

b. Work Plan and Approach (30 points)

Scoring of the Proposer's detailed Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to fulfill the tasks and requirements of the scope of work, respond to contingencies and emergencies, render timely and responsive service to Public Works, and develop and maintain a mitigation plan, install planting and as-needed corresponding irrigation devices, and monitor and report the mitigation site development.

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The evaluation committee may make this determination from all relevant information presented, which may include but is not limited to Proposer's Work Plan of Action (Part I, Section 1.B.5) comprised of Proposer's staffing plan and programs for personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification, safety, communications, and quality control.

Significant unacceptable weakness in any of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

c. Financial Resources (15 points)

Proposer's financial statements will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can perform the work throughout the term of the Contract. The evaluation committee may consult with Public Works financial management staff regarding this evaluation category. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given less weight. A score of zero in this evaluation category may result in rejection of the Proposal.

d. References (15 points)

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided to Public Works and other County departments. One or more unfavorable references may result in rejection of the Proposal.

SECTION 4

GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, 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 acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its special districts, and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors, or County attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of

PART I - SPECIFICATIONS AND CONDITIONS

Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. Insurance

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 following 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 Contractor's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Mr. Ocie Ransfer, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract.
  - b. Clearly evidence all coverage required in this Contract.
  - c. Contain the express condition that 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.
  - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Contract.

PART I - SPECIFICATIONS AND CONDITIONS

- e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require 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.
2. 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 County.
  3. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
  4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
    - a. Any accident or incident relating 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.
    - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.
    - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

PART I - SPECIFICATIONS AND CONDITIONS

- d. 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.
  - 5. Compensation for County Costs - In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
  - 6. Insurance Coverage Requirements for Subcontractors - Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:
    - a. Contractor providing evidence of insurance covering the activities of subcontractor, or
    - b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.
- E. Insurance Coverage Requirements

- 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/Complete Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 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," "nonowned," and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

- 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

PART I - SPECIFICATIONS AND CONDITIONS

other state for which the 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 the 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

As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

PART I - SPECIFICATIONS AND CONDITIONS

SECTION 5

METHOD OF PAYMENT

A. Payments

Monthly payments will be made for all work completed to the satisfaction of the Director, upon receipt of a claim from the Contractor. The Contractor's claim shall clearly indicate the work order number and the negotiated price list items under which the work was performed.

Invoices shall be sent to:

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

B. Limitation on Compensation

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

C. Only Contract Manager May Order Work

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

D. Contractor's Responsibility to Monitor Expenditures

Contractor shall not perform or accept work requests from the Project Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Project Manager in writing.

PART I - SPECIFICATIONS AND CONDITIONS

E. Cost-of-Living Adjustments

The rate of compensation may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract's term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost-of-living adjustments will be granted.

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PART II

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

GENERAL DEFINITIONS AND TERMS

- A. The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.
- B. Whenever in the Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:
1. Board. The Board of Supervisors of the County of Los Angeles and Ex Officio Board of Supervisors of the Los Angeles County Flood Control District.
  2. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.
  3. Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.
  4. Contract Work, Work. performed for the County by a licensed Contractor. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.
  5. County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.
  6. Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County

PART II - SERVICE CONTRACT GENERAL REQUIREMENTS

- Flood Control District; and/or their authorized representative(s).
7. District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.
  8. Maximum Contract Sum. The aggregate total amount of compensation authorized by the Board.
  9. Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).
  10. Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.
  11. Public Works. County of Los Angeles Department of Public Works.
  12. Solicitation Document. Request for Proposals or Request for Quotation.
  13. Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.
- C. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers will be held (1) to have carefully read the solicitation document and all attachments, (2) to have satisfied themselves as to their ability to meet all of the difficulties attending the execution of the proposed work before the delivery of their Proposal, and (3) agree that if awarded this Contract, no claim will be made against the County based on ignorance or misunderstanding of the solicitation document.

B. Withdrawal of Proposals

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

C. Invalid Proposals

It is the sole responsibility of the Proposer to see that its Proposal is properly received by Public Works before the submission deadline. Proposers shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Proposals submitted by telegram and those which are not clocked in at Public Works' Headquarters Lobby Cashier before the date and hour set for receipt of the same will not be considered and will be returned to the Proposer unopened.

D. Altering Solicitation Document

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

E. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 120 days following the last day to accept Proposals.

PART II - SERVICE CONTRACT GENERAL REQUIREMENTS

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than an officer of a corporation or a member of a general co-partnership, must be submitted with a power of attorney authorizing such signature; otherwise, the Proposal will be rejected as irregular and unauthorized.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document contains multi-Proposal requests, no Proposal will be considered unless the Proposer submits a price on all items within each category, though the Proposer may not be required to submit a price on all the categories.

G. Qualification of Proposer

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

H. Proposer's Safety Record

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

PART II - SERVICE CONTRACT GENERAL REQUIREMENTS

I. Proposer's License Requirements

Proposers shall be properly licensed by the State of California to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal will be sufficient cause for rejection of the Proposal.

J. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District, or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

K. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors form provided. The use of subcontractors shall be according to the provisions of Part II, Section 4, Paragraphs D and G. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

More than one Proposal from an individual, firm, or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future Proposals.

N. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected extension will be considered as representing the Proposer's intentions.

If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions.

If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

O. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of this Contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "trade secret." Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

P. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of this Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

PART II - SERVICE CONTRACT GENERAL REQUIREMENTS

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

Q. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
3. The County may declare a Proposer to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform this proposed Contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the

PART II - SERVICE CONTRACT GENERAL REQUIREMENTS

Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Public Works' recommendation. If the Proposer fails to avail itself of the opportunity to rebut Public Works' evidence, the Proposer may be deemed to have waived all rights of appeal.

5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing.

PART II - SERVICE CONTRACT GENERAL REQUIREMENTS

After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

4. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

S. Safely Surrendered Baby Law

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

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

B. Equipment, Labor, Supervision, and Materials

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

C. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

D. Quality of Work

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

E. Cooperation and Collateral Work

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

F. Authority of Public Works and Inspection

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

G. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

H. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

I. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the

PART II - SERVICE CONTRACT GENERAL REQUIREMENTS

expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Safety Requirements

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

K. Public Safety

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

L. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

M. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

N. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

O. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

P. Storage of Material and Equipment

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

Q. County's Quality Assurance Plan

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 deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by 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.

R. County's Policy on Child Support Laws

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

S. Job Site Safety

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

T. Recycled-Content Paper Products

Consistent with Board 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 under this Contract.

U. Contractor Responsibility and Debarment

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 proposed Contract. It is the County's policy to conduct business only with responsible contractors.
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 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. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with 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 or any other public entity, 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.
4. If there is evidence that the Contractor may be subject to debarment, Public Works 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.
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 will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
7. These terms shall also apply to subcontractors of Contractor.

V. Jury Service Program

1. 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.
2. Written Employee Jury Service Policy
  - a. 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 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 of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
  - b. 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

PART II - SERVICE CONTRACT GENERAL REQUIREMENTS

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 the lesser number is a recognized industry standard and is approved as such by the County. 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.

- c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the 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 this 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.
- d. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

W. Local Small Business Enterprise Program.

- 1. This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

PART II - SERVICE CONTRACT GENERAL REQUIREMENTS

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

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, state, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Labor

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

C. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which services are performed.

D. Subcontractors

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

E. Cooperation

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

F. Delegation and Assignment

The Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

G. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

H. Overtime

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

I. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

J. Prohibition Against Use of Child Labor

The Contractor shall:

1. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,
3. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

K. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the 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 Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

L. Notice to Employees Regarding the Federal-Earned Income Credit

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

PART II - SERVICE CONTRACT GENERAL REQUIREMENTS

M. Consideration of Hiring County Employees 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 Contract.

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. 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 affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Non-discrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

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 cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

C. Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

D. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

E. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or

ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. 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.

F. Covenant Against Contingent Fees

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

G. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

H. Termination for Improper Consideration

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

Contractor shall immediately report any attempt by a County officer or employee 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) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

I. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

J. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

K. Validity

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

L. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

M. Default for Insolvency

1. The County may cancel forthwith this Contract for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. 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, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
  - b. The filing of a voluntary petition to have the Contractor declared bankrupt.
  - c. The appointment of a Receiver or Trustee for the Contractor.
  - d. The execution by the Contractor of an assignment for the benefits of creditors.
2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

N. Default

1. The County may, subject to the provisions of Paragraph 3 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - a. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
  - b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services,

provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract 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 God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the 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 supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).
5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

O. Disclosure of Information

The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner.
2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

P. Notification

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

Assistant Director  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

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

Q. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

The Contractor acknowledges that the County places a 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.

## **ATTACHMENTS**

DECLARATION FOR PROPOSAL

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

CONFLICT OF INTEREST CERTIFICATION

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

PROPOSER'S REFERENCE LIST

LIST OF SUBCONTRACTORS

REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

GAIN/GROW EMPLOYMENT COMMITMENT

PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT AND SUBMIT A COPY TO PUBLIC WORKS)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT AND SUBMIT A COPY TO PUBLIC WORKS)

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

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

INTERNAL REVENUE SERVICE NOTICE 1015 (EARNED INCOME CREDIT)

COUNTY OF LOS ANGELES VISION STATEMENT

DEBARRED VENDORS REPORT

SAFELY SURRENDERED BABY LAW FACT SHEETS (ENGLISH AND SPANISH)

## DECLARATION FOR PROPOSAL

**To the Board of Supervisors of Los Angeles County:**

1. This declaration is given in support of the proposal of Whittier Narrows Mitigation for Mitigation Plan service.
2. I am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). My title, capacity or relationship to the Proposer is:  
Senior Vice President

The Proposer's form of entity is as follows:

<input type="checkbox"/>	An individual doing business as:
<input checked="" type="checkbox"/>	A corporation whose principal place of business is: <u>Orange, CA</u> And whose state of incorporation is: <u>Delaware</u>
<input type="checkbox"/>	A partnership of: _____ And: _____
<input type="checkbox"/>	A joint venture of: _____ And: _____
<input type="checkbox"/>	A limited liability company

3. The only persons or parties interested in this proposal as principals are the following:

Name(s) Tito Marchant	Title Principal	Phone (619) 291-1475 x 246	Fax (619) 291-1476
Street 8954 Rio San Diego Dr. Ste. 610	City San Diego	State CA	Zip 92108
Name(s) John Bridges	Title Sr. Vice President	Phone (619) 291-1347	Fax (619) 291-1348
Street 8954 Rio San Diego Dr. Ste. 610	City San Diego	State CA	Zip 92108
Name(s)	Title	Phone	Fax
Street	City	State	Zip

The undersigned hereby declares: 1) That this proposal is made with out collusion with any other person, firm or corporation; 2) That the Proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge; 3) That the Proposer has carefully examined the specifications, both general and detail, and any drawings attached hereto, and any additional communications sent and makes this proposal in accordance therewith; 4) If this proposal is accepted, the Proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles; 5) The Proposer proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule.

I am informed and believe and declare under penalty of perjury under the laws of California that the foregoing is true and correct.

  
Signature of Declarant

3/4/04  
Date

Senior Vice President  
Title

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

**PROPOSED CONTRACT FOR:** EcoSystems Restoration Associates, a division of P&D Consultants SERVICE BY PROPOSER Mitigation  
**PROPOSAL DATE:** March 4, 2004

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

### 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	1999	2000	2001	2002	2003	Total	Current Year to Date
1. Number of contracts	432	541	707	708	852	3,240	706
2. Total dollar amount of Contracts (in thousands of dollars)	17,606	17,265	17,565	21,302	28,520	102,358	10,542
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	0	1	0	4	5	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
6. No. of lost workdays	0	0	30	0	315	345	0

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

3/4/04  
Date

John Bridges, FAICP  
Name of Proposer or Authorized Agent (print)

  
Signature

## CONFLICT OF INTEREST CERTIFICATION

I, John Bridges, FAICP

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title Senior Vice President

of EcoSystems Restoration Associates, a division of P&D Consultants  
Name of proposer

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

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

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

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

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

Date: Signed \_\_\_\_\_



# PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

EcoSystems Restoration Associates, a division of P&D Consultants Proposer's/Offeror's Name

8954 Rio San Diego Drive, Ste. 610, San Diego, CA 92108  
Address

95-4473104 Internal Revenue Service Employer Identification Number

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

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

EcoSystems Restoration Associates, a division of P&D Consultants  
Proposer

John Bridges, FAICP, Senior Vice President  
Authorized representative

  
Signature

3/4/04  
Date

## PROPOSER'S REFERENCE LIST

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

A. COUNTY OF LOS ANGELES AGENCIES. All contracts with the County during the previous three years must be listed.

SERVICE: INFRASTRUCTURE	DATES: 3/6/2002
DEPT/DISTRICT: PUBLIC WORKS	
CONTACT: MR. JOE YOUNG	
TELEPHONE: (626) 458-7898	
FAX: (626) 458-7827	
SERVICE: ECOSYSTEM RESTORATION	DATES: 6/27/2002
DEPT/DISTRICT: PUBLIC WORKS	
CONTACT: MR. AUGUST SCHMID	
TELEPHONE: (626) 458-6127	
FAX: (626) 979-5436	
SERVICE: ENVIRONMENTAL	DATES: 7/8/2002
DEPT/DISTRICT: REGIONAL PLANNING	
CONTACT: MR. JAMES E. HARTL	
TELEPHONE: (213) 974-6411	
FAX: (213) 626-0434	
SERVICE: ANALYSIS OF IMPEDIMENTS (AI) TO FAIR HOUSING CHOICE	DATES: 9/17/2002
DEPT/DISTRICT: COMMUNITY DEVELOPMENT COMMISSION	
CONTACT: MR. RANDY BISSEL	
TELEPHONE: (323) 890-7321	
FAX: (323) 890-8595	
SERVICE: INFRASTRUCTURE	DATES: 4/15/1999
DEPT/DISTRICT: PUBLIC WORKS	
CONTACT: TOM LOWRY	
TELEPHONE: (626) 458-7389	
FAX: (626) 282-1365	

SERVICE: AIRPORT	DATES: (626) 458-7389
DEPT/DISTRICT: PUBLIC WORKS	
CONTACT: TED A. GUSTIN	
TELEPHONE: (626) 458-7389	
FAX: (626) 282-1365	
SERVICE: TRAFFIC ANALYSIS	DATES: 9/23/2002
DEPT/DISTRICT: TRANSPORTATION	
CONTACT: AJAY MALIK	
TELEPHONE: (562) 699-7411	
FAX: (562) 692-2941	
SERVICE: FINAL PLANS, SPECS & ESTIMATES	DATES: 6/13/2003
DEPT/DISTRICT: DPW SANITATION DISTRICT	
CONTACT: AJAY MALIK	
TELEPHONE: (562) 699-7411	
FAX: (562) 699-5422	
SERVICE: LANDFILL IRRIGATION SYSTEM	DATES: 3/27/2003
DEPT/DISTRICT: SANITATION DISTRICT	
CONTACT: ALMA HORVATH	
TELEPHONE: (562) 699-7411	
FAX: (562) 699-5422	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES.

SERVICE: RESTORATION	DATES: 3/6/2002
AGENCY/FIRM: RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT	
ADDRESS: 4600 CRESTMORE ROAD, RIVERSIDE, CA 92509	
CONTACT: RON BAXTER	
TELEPHONE: (909) 955-5117	
FAX: (909) 955-4795	
SERVICE: RESTORATION	DATES: 11/01/03 - 12/31/04
AGENCY/FIRM: AMEC EARTH & ENVIRONMENTAL, INC.	
ADDRESS: 5510 MOREHOUSE DRIVE, SAN DIEGO, CA 92121	
CONTACT: MARISSA CUEVAS	
TELEPHONE: (858) 458-9044	
FAX: (858) 458-0943	
SERVICE: MITIGATION AND MONITORING	DATES: 8/14/2003
AGENCY/FIRM: COUNTY OF ORANGE, PUBLIC FACILITIES & RESOURCES DEPARTMENT	
ADDRESS: 300 N. FLOWER STREET, SANTA ANA, CA 92702	
CONTACT: VINH TRAN	
TELEPHONE: (714) 834-3824	
FAX: (714) 834-5188	
SERVICE: RESTORATION	DATES: 01/31/03 - 12/31/03
AGENCY/FIRM: AMEC EARTH & ENVIRONMENTAL, INC.	
ADDRESS: 5510 MOREHOUSE DRIVE, SAN DIEGO, CA 92121	
CONTACT: MARISSA CUEVAS	
TELEPHONE: (858) 458-9044	
FAX: (858) 458-0943	
SERVICE: RESTORATION & MAINTENANCE	DATES: 8/7/2002
AGENCY/FIRM: BEAR CREEK GOLF COURSE	
ADDRESS: 22640 BEAR CREEK DRIVE, MURIETA, CA 92562	
CONTACT: PETER HANSEN	
TELEPHONE: (909) 677-8621	
FAX: (909) 677-7066	
SERVICE: RESTORATION	DATES: 1/11/2002
AGENCY/FIRM: AMEC EARTH & ENVIRONMENTAL, INC.	
ADDRESS: 5510 MOREHOUSE DRIVE, SAN DIEGO, CA 92121	
CONTACT: MARISSA CUEVAS	
TELEPHONE: (858) 458-9044	
FAX: (858) 458-0943	

SERVICE: RESTORATION	DATES: 11/01/03 - 12/31/04
AGENCY/FIRM: AMEC EARTH & ENVIRONMENTAL, INC.	
ADDRESS: 5510 MOREHOUSE DRIVE, SAN DIEGO, CA 92121	
CONTACT: MARISSA CUEVAS	
TELEPHONE: (858) 458-9044	
FAX: (858) 458-0943	
SERVICE: NATIVE GRASS EVALUATION PILOT PROGRAM	DATES: 06/15/00 - 06/30/03
AGENCY/FIRM: STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION	
ADDRESS: 1120 "N" STREET, MS #28, SACRAMENTO, CA 95814	
CONTACT: KEITH ROBINSON	
TELEPHONE: (916) 654-6200	
FAX: (916) 654-3770	
SERVICE: BIOLOGICAL, CEQA, AND PERMITTING	DATES: 07/01/02 - 07/01/03
AGENCY/FIRM: BRYAN A. STIRRAT & ASSOCIATES	
ADDRESS: 1360 VALLEY VISTA DRIVE, DIAMOND BAR, CA 91765	
CONTACT: CHRISTINE ARBOGAST	
TELEPHONE: (909) 860-7777	
FAX: (909) 860-8017	
SERVICE: DEVELOP SAMPLING PROGRAM	DATES: 5/2001
AGENCY/FIRM: PACIFICA COMPANIES	
ADDRESS: 1785 HANCOCK STREET, SUITE 100, SAN DIEGO, CA 92110	
CONTACT: DEEPAK ISRANI	
TELEPHONE: (619) 296-9000	
FAX: (619) 296-9090	
SERVICE: BIOLOGICAL	DATES: 1/21/1997
AGENCY/FIRM: COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS	
ADDRESS: 5555 OVERLAND AVE., SAN DIEGO, CA 92123	
CONTACT: CONNIE WILLENS / DAVID S. SOLOMON	
TELEPHONE: (619) 694-3223	
FAX: (619) 694-2490	
SERVICE: MITIGATION MONITORING	DATES: 11/5/1996
AGENCY/FIRM: COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS	
ADDRESS: 5555 OVERLAND AVE., SAN DIEGO, CA 92123	
CONTACT: CONNIE WILLENS / DAVID S. SOLOMON	
TELEPHONE: (619) 694-3223	
FAX: (619) 694-2490	



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

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

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

FIRM NAME: EcoSystems Restoration Associates, a division of P&D Consultants	
<input checked="" type="checkbox"/> 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's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My county (WebVen) Vendor Number:	

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 246						
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					3	
Hispanic/Latino			3	1	75	7
Asian or Pacific Islander			1	7	9	
American Indian					1	1
Filipino				1	1	1
White			16	5	72	42

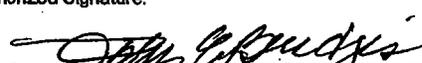
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

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

Authorized Signature: 	Title: Senior Vice President	Date: 3/4/04
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**LOS ANGELES COUNTY**  
**GAIN/GROW EMPLOYMENT COMMITMENT**

The undersigned:

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

**OR**

- declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and
- declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Senior Vice President
Firm Name EcoSystems Restoration Associates, a division of P&D Consultants	Date March 4, 2004

### PRINCIPAL OWNER INFORMATION FORM

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 provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidder or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

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

Contractor Name or Association Name as Shown on Bid or Proposal: EcoSystems Restoration Associates, a Division of P&D Consultants

Contractor or Associated Member Name, if Contractor is an Association: \_\_\_\_\_

Contractor or Associated Member Address: 8954 Rio San Diego Drive, Ste. 610, San Diego, CA 92108

Telephone: (619) 291-1475 FAX: (619) 291-1476

County Department Receiving Bid or Proposal: County of Los Angeles Department of Public Works

Type of Goods or Services To Be Provided: Whittier Narrows Mitigation Site

Contract or Purchase Order No. (if applicable): 999758.0014

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I.  No natural person owns an interest of 10 percent or more in this Contractor.
- II.  Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received</u> <u>from Contractor</u>	
1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

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

By:  Date: 3/4/04  
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

John Bridges, FAICP Sr. Vice President  
(Print Name) (Print Title/Position)

### CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 established 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 proposes 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 YOU BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) John Bridges, hereby submit

This certification to the LOS ANGELES DEPARTMENT OF PUBLIC WORKS 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)

EcoSystems Restoration Associates, a division of P&D Consultants, an independently-owned or franchise-owned business (circle one), located at (contractor or, if an association, associated member address)

8954 Rio San Diego Drive, San Diego, CA 92108

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 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 4th day of March 2004

(Month and Year)

at: San Diego, CA

(City/State)

(619) 291-1475

(Telephone No.)

by:

  
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department  
Child Support Compliance Program  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0343

Telephone: (323) 889-2782

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

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

Company Name: EcoSystems Restoration Associates, A Division of P&D Consultants		
Company Address: 8954 Rio San Diego Drive, Ste. 610		
City: San Diego	State: CA	Zip Code: 92108
Telephone Number: (619) 291-1475		
(Type of Goods or Services): Mitgation Services		

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

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

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

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

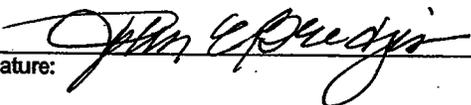
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, or a business dominant in that field of operation.

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

**Part II: Certification of Compliance**

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

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

Print Name: John Bridges, FAICP	Title: Senior Vice President
Signature: 	Date: March 4, 2004



## **COUNTY OF LOS ANGELES**

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

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

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

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

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

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

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

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

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

Department of the Treasury  
Internal Revenue Service  
**Notice 1015**

(Rev. November 2002)

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

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,550.

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

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

**Note:** *You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.*

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

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Forms 1040, 1040A, 1040EZ, or **Pub. 596, Earned Income Credit (EIC).**

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

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5, Earned Income Credit Advance Payment Certificate.** You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15, Employer's Tax Guide.**

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**Notice 1015**  
(Rev. 11-2002)



## County of Los Angeles

# Vision

Our ***purpose*** is to improve the quality of life in the County of Los Angeles by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our ***philosophy*** of teamwork and collaboration is anchored in our shared values:

responsiveness  
professionalism  
accountability  
compassion  
integrity  
commitment  
a can-do attitude  
respect for diversity

Our ***position*** as the premiere organization for those working in the public interest is established by:

a capability to undertake programs that have public value,

an aspiration to be recognized through our achievements as the  
model for civic innovation,

a pledge to always work to earn the public trust.

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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**Vendor Name:** Shobie Enterprises DBA Seahawk Construction  
**Principal Owners:** Shamir Ahmad Qazi  
**Debarment Start Date:** April 30, 2002      **Debarment End Date:** April 30, 2005

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**Vendor Name:** Automation Data Solutions  
**Principal Owners:** Renee Setero  
**Debarment Start Date:** March 4, 2003      **Debarment End Date:** March 3, 2006

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**Vendor Name:** 2X, Inc. a.k.a. LA Internet, Inc.,  
2X Access  
Internet Business International  
(Referred to collectively as "LA Internet")  
**Principal Owners:** Ken Reda  
Albert Reda  
Louis Cherry  
**Debarment Start Date:** September 9, 2003      **Debarment End Date:** September 8, 2006

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# No shame. No blame. No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County  
BY BABY SAFE  
1-877-222-9723  
[www.babysafe.org](http://www.babysafe.org)



Los Angeles County Board of Supervisors  
1500 California Street, Suite 1000  
Los Angeles, CA 90071  
Phone: (213) 473-3100  
www.lacounty.gov



Los Angeles County Department of Health Services  
1200 Wilshire Blvd., Suite 1000  
Los Angeles, CA 90017  
Phone: (213) 473-3100  
www.lacounty.gov

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### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

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

### **What if a parent wants the baby back?**

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

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

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

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados en forma segura a la sala de emergencias de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

[www.babysafe-la.org](http://www.babysafe-la.org)



Condado de Los Angeles  
Supervisor del Condado

1200 N. Los Angeles Street  
Los Angeles, CA 90012

Phone: (213) 215-1000  
Fax: (213) 215-1700  
www.lacounty.gov



Condado de Los Angeles, California, Fire Department  
Fire Department, Supervisor's Office  
1200 N. Los Angeles Street, Los Angeles, CA 90012  
Phone: (213) 215-1000  
Fax: (213) 215-1700  
www.lacounty.gov

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

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

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

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

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

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían donde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarlos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

**EXHIBITS**

- EXHIBIT A FISH AND GAME STREAMBED ALTERATION AGREEMENT  
NOTIFICATION NO. 5-241-99
- EXHIBIT B REGIONAL PLANNING OAK TREE PERMIT NO. 01-011
- EXHIBIT C ENGINEERING DRAWINGS OF FIELDBROOK DEBRIS BASIN  
MITIGATION SITE (WHITTIER NARROWS)

## DEPARTMENT OF FISH AND GAME

South Coast Region  
4949 Viewridge Avenue  
San Diego, California 92123  
(858) 467-4201  
FAX (858) 467-4235



April 23, 2001

Los Angeles County  
Department of Public Works  
Attn: James Yang  
900 South Fremont Avenue  
Alhambra, CA 91803

Dear Mr. Yang:

Enclosed is Streambed Alteration Agreement 5-241-99 that authorizes work on the 1999 Debris Basin Enlargement/Modification Program project impacting Fieldbrook Debris Basin in Los Angeles County. This action is authorized under Section 1600 of the Fish and Game Code and has been approved by the California Department of Fish and Game. Pursuant to the requirements of the California Environmental Quality Act (CEQA), the Department filed a Notice of Determination (NOD) on the project on 04/23/01. Under CEQA regulations, the project has a 30-day statute of limitations on court challenges of the Department's approval under CEQA.

The Department believes that the project fully meets the requirements of the Fish and Game Code and CEQA. However, if court challenges on the NOD are received during the 30-day period, then an additional review or even modification of the project may be required. If no comments are received during the 30-day period, then any subsequent comments need not be responded to. This information is provided to you so that if you choose to undertake the project prior to the close of the 30-day period, you do so with the knowledge that additional actions may be required based on the results of any court challenges that are filed during that period.

Please contact Don Chadwick at (858) 467-4276 if you have any questions regarding the Streambed Alteration Agreement.

Sincerely,

A handwritten signature in cursive script that reads "C.F. Raysbrook".

C.F. Raysbrook  
Regional Manager

Enclosure

cc: Don Chadwick

CALIFORNIA DEPARTMENT OF FISH AND GAME  
4949 Viewridge Avenue  
San Diego, California 92123

Notification No. 5-241-99  
Page 1 of 6

January 19, 2001

### AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the **Department**, and Mr. James Yang of Los Angeles County Department of Public Works, Planning Division, 900 South Fremont Avenue, Alhambra, CA 91803: (626)458-5152, State of California, hereinafter called the **Operator**, is as follows:

WHEREAS, pursuant to Section 1601 of California Fish and Game Code, the Operator, on the 16th day of August, 1999, notified the Department that they intend to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of, the following water(s): two unnamed drainages (in the Fieldbrook Debris Basin), tributary to San Jose Creek, Los Angeles County, California; USGS Map: La Habra; Los Angeles County Assessor's Parcel Number: 8269-04; T:02S; R:10W; Section:25.

WHEREAS, the Department has determined that such construction may substantially adversely affect those existing fish and wildlife resources within two unnamed drainages (in the Fieldbrook Debris Basin), tributary to San Jose Creek, specifically identified as follows: Amphibians: western toad and Pacific chorus tree frog; Reptiles: Western fence lizard, side-blotched lizard, southern alligator lizard, gopher snake, and common kingsnake; Birds: Red-tailed hawk, red-shouldered hawk, American crow, American kestrel, house finch, black phoebe, northern mockingbird, mourning dove, warblers, sparrows, finches, chats, hummingbirds; Mammals: California ground squirrel, Virginia opossum, striped skunk, racoon, and deer mouse; Riparian vegetation: Coast live oak, California black walnut, mexican elderberry, willow, mulefat, toyon, laurel sumac, poison oak, and fuchsia-flowered goose-berry; and all other fish and wildlife resources, including that vegetation which provides habitat for such species, in the area.

THEREFORE, the Department hereby proposes measures to protect fish and wildlife resources during the Operator's work. The Operator hereby agrees to accept the following measures/conditions as part of the proposed work.

If the Operator's work changes from that stated in the notification specified above, this Agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this Agreement and with other pertinent code sections, including but not limited to Fish and Game Code Sections 5650, 5652, 5937, and 5948, may result in prosecution.

Nothing in this Agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of responsibility for compliance with applicable federal, state, or local laws or ordinances. A consummated Agreement does not constitute Department of Fish and Game endorsement of the proposed operation, or assure the Department's concurrence with permits required from other agencies.

These Conditions become effective the date of Department's signature and terminates October 1, 2002 for project construction only. This Agreement shall remain in effect for that time necessary to satisfy the terms/conditions (including mitigation) of this Agreement. Any provisions of the agreement may be amended at any time provided such amendment is agreed to in writing by both parties. Mutually approved amendments become part of the original agreement and are subject to all previously negotiated provisions.

Page 2 of 6 (January 19, 2001)

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 5-241-99

1. The following provisions constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Operator is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement shall be subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq.
2. The Operator proposes to alter the streambed to enlarge and modify the existing debris basin at the end of Fieldbrook Street, in two unnamed drainages, in the Rowland Heights area of Los Angeles County. The project includes the following elements:
  - A. replace an existing reinforced concrete box (RCB) storm drain with a 40-foot long RCB,
  - B. construct a retaining wall approximately 140 feet in length,
  - C. construct a 40-foot wide spillway,
  - D. construct two inlet chute structures upstream of the debris basin,
  - E. construct a 150-foot long and 25-foot wide access road,
  - F. replace the existing corrugated metal pipe outlet tower with a 10-foot high reinforced concrete outlet tower,
  - G. install a 55-foot long 36-inch diameter reinforced concrete pipe (RCP) and a 90-foot long 72-inch diameter RCP,
  - H. and excavate and dispose approximately 13,500 cubic yards of earth material to a placement site available to the contractor provided the site has been previously approved by the Department.

The project will permanently impact 0.16 acre of stream and associated oak/walnut woodland habitat. The project will impact 23 oaks (8 inches DBH or greater) and 12 California black walnut trees. Two of the oaks impacted are greater than 36 inches DBH.

The project is located at the south end of Fieldbrook Street just off of Pathfinder Road and Blandford Drive in the Rowland Heights area of the unincorporated area of Los Angeles County.

3. The agreed work includes activities associated with No. 2 above. The project area is located in **two unnamed drainages in the Fieldbrook Debris Basin, tributary to San Jose Creek in Los Angeles County**. Specific work areas and mitigation measures are described on/in the plans and documents submitted by the Operator, including the "Attachment A/ Debris Basin Enlargement/ Modification Program Discussion of Environmental Factors," "Attachment B Debris Basins," Prepared by Los Angeles County Public Works April 1, 1999, and "Draft Oak Tree Report For Fieldbrook Debris Basin" dated March 10, 2000 prepared by Sapphos Environmental, Inc., shall be implemented as proposed unless directed differently by this agreement.

4. The Operator shall not impact more than 0.16 acre of stream with oak/walnut woodland. All impacts are permanent. Additional temporary impacts due to construction shall be documented and as described in Condition 7 of this Agreement. All temporarily disturbed areas shall be restored.

5. As mitigation for permanent impacts the Operator shall restore/enhance 0.16 acre of oak/walnut woodland at a Department approved location. The Operator shall restore all temporarily disturbed areas by planting stripped or exposed areas with vegetation native to the area.

6. Any oaks and walnuts <sup>P</sup> which must be **damaged/destroyed** shall be replaced in-kind at an appropriate location <sup>OCA</sup> on-site. The replacement ratios for trees which are damaged or destroyed shall be replaced with one of the following ratios:

(A) Replace impacted trees in-kind with rooted plants in liners or one gallon containers at the following ratio: replace trees less than 8 inches DBH at a 3:1 replacement-to-impact ratio, trees from 8 to 20 inches at 5:1 ratio, trees from 20 to 36 inches at 10:1 ratio, and trees 36 inches or greater at a 20:1 ratio; or

Page 3 of 6 (January 19, 2001)

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 5-241-99

(B) Replace impacted trees in-kind with 24-inch boxed at the following ratio: replace trees less than 8 inches DBH at a 1:1 replacement-to-impact ratio, trees from 8 to 20 inches at 3:1 ratio, trees from 20 to 36 inches at 5:1 ratio, and trees 36 inches or greater at a 10:1 ratio.

7. The Department recommends that the Operator use rooted plants in liners or one gallon containers for restoration to increase the likelihood of survival of plantings. All remaining trees shall be fenced off and flagged to prevent equipment from operating in the drip line of these trees. All other native trees damaged/destroyed by project activities shall be replaced at a 3:1 replacement-to-impact ratio at a Department approved location. All replacement trees shall be monitored for a minimum of 5 years following planting.

8. The Operator shall submit to the Department for review and approval a **mitigation plan** designed to meet the identified objectives described in Conditions 5, 6, 7, and 8 of this Agreement. The plan shall identify restoration of a minimum of 0.16 acre of oak/walnut woodland habitat (for permanent impacts), with details on the planting of the replacement trees, and restoration of the temporarily disturbed areas of the project. The mitigation plan shall include a plant palette, planting plan (including appropriate oak woodland understory vegetation and required replacement trees), monitoring and maintenance procedures/timeline (five years), irrigation, success standards and contingency measures, description of plans for invasive removal activities including monitoring and maintenance objectives to prevent the re-invasion of undesirable weeds for a minimum of five years. This mitigation plan shall be submitted to the Department prior to commencing project activities.

9. The Operator shall not remove vegetation from the project site from March 15 to September 1 to avoid impacts to nesting birds. If work needs to occur from July 1 through September 1, the Operator shall have a qualified biologist survey all potential nesting vegetation within the project site for nesting birds, prior to project activities (including construction and/or site preparation). Surveys shall be conducted once a week for eight consecutive weeks, at the appropriate time of day during the breeding season, and surveys shall end no more than three days prior to clearing. Documentation of surveys and findings, shall be submitted to the Department for review and concurrence prior to conducting project activities. If no nesting birds were observed and concurrence was received by the Department, project activities may begin. If an active bird nest is located, the nest site shall be fenced a minimum of 50 feet (200 feet for raptors) in all directions, and this area shall not be disturbed until after July 15 and until the nest becomes inactive.

10. If construction activities are going to occur during the breeding season for raptors (January through July), the Operator shall have a qualified biologist survey the site for raptor nests prior to removing vegetation from the site. If an active raptor nest is located, the nest site shall be fenced a minimum of 500 feet in all directions, and this area shall not be disturbed until the young have fledged and the nest becomes inactive. Be advised, it is unlawful to take, possess, or destroy any birds, nest, or eggs of any birds-of-prey.

11. Disturbance or removal of vegetation shall not exceed the limits approved by the Department. The disturbed portions of any stream channel shall be restored. Restoration shall include the revegetation of stripped or exposed areas with vegetation native to the area.

12. Installation of structures shall be such that water flow is not impaired.

13. The Operator shall not work in ponded or flowing areas. When work in a flowing stream is unavoidable, the entire stream flow shall be diverted around the work area by a barrier, temporary culvert, new channel, or other means approved by the Department. Channel bank or barrier construction shall be adequate to prevent seepage into or from the work area. Channel banks or

Page 4 of 6 (January 19, 2001)

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 5-241-99

barriers shall not be made of earth or other substances subject to erosion unless first enclosed by sheet piling, rip-rap, or other protective material. The enclosure and the supportive material shall be removed when the work is completed and removal shall normally proceed from downstream in an upstream direction.

14. The Operator shall restore any temporarily disturbed portions of the stream channel back to its original condition and configuration/width after the excavation process, without creating future erosion problems.

15. The mitigation sites shall meet all the requirements below.

(A) All planting (except for oaks and walnuts) shall have a minimum of 80% survival the first year and 100% survival thereafter and shall attain 75% cover after 3 years and 90% cover after 5 years. Any oaks or walnuts that do not survive or that do not appear healthy during the monitoring period shall be replaced in-kind at a 1:1 ratio. If the survival and cover requirements have not been met, the Operator is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting (replaced).

(B) The mitigation site shall not contain more than 5 percent exotic plant species for the Department to deem the site successful. Exotic removal shall be conducted throughout the 5-year monitoring and maintenance period.

(C) Irrigation of the mitigation site(s) shall only be used to help the plants become established during the first two years following planting. Watering/irrigation of the site(s) shall be discontinued at least two years prior to completion of the monitoring period for the site(s) to be deemed successful by the Department.

16. An annual report shall be submitted to the Department by May 1 of each year for 5 years after planting and transplanting is completed. This report shall include a description of the planting of trees and shrubs, exotic removal, installation and timing of irrigation, the survival, percent cover, height of both tree and shrub species, and the survival and health of transplanted trees (listed by identification number. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. The report shall also include information regarding non-native vegetation removal from the restoration sites, including the amount removed and treated, frequency and timing, disposal specifics, and a summary of the general success and failures. Photos from designated photo stations shall be included.

17. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

18. Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

19. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans.

20. The clean-up of all spills shall begin immediately. The Department shall be notified immediately by the Operator of any spills and shall be consulted regarding clean-up procedures.

21. Staging/storage areas for equipment and materials shall be located outside of the stream.

Page 5 of 6 (January 19, 2001)

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 5-241-99

22. Access to the work site shall be via existing roads and access ramps. 23. No equipment maintenance shall be done within or near any stream channel where petroleum products or other pollutants from the equipment may enter these areas under any flow.
24. The Operator shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the operator to ensure compliance.
25. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. These materials, placed within or where they may enter a stream/lake, by Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately.
26. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material (except for backfill) from any construction, or associated activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into, waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.
27. The Operator shall request an extension of this agreement prior to its termination. Extensions may be granted for up to 12 months from the date of termination of the agreement and are subject to Departmental approval. The extension request and fees shall be submitted to the Department's Region 5 Office at 4949 Viewridge Avenue, San Diego, CA 92123. If the Operator fails to request the extension prior to the agreement's termination then the Operator shall submit a new notification with fees and required information to the Department. Any activities conducted under an expired agreement is a violation of Fish and Game Code Section 1600 et. seq. The Operator may request up to a maximum of 2 extensions of this agreement.
28. The Operator shall **provide a copy of this Agreement to all contractors, subcontractors, and the Operator's project supervisors. Copies of the Agreement shall be readily available at work sites at all times during periods of active work** and must be presented to any Department personnel, or personnel from another agency upon demand.
29. The Department reserves the right to enter the project site at any time to ensure compliance with terms/conditions of this Agreement.
30. The Operator shall notify the Department, **in writing, at least five (5) days prior to initiation of construction (project) activities and at least five (5) days prior to completion of construction (project) activities.** Notification shall be sent to the Department at 4949 Viewridge Avenue, San Diego, CA 92123. Attn: Streambed Team. SAA # 5-241-99.
31. The Department reserves the right to suspend or cancel this Agreement for other reasons, including but not limited to the following:
- a. The Department determines that the information provided by the Operator in support of the Notification/Agreement is incomplete or inaccurate;
  - b. The Department obtains new information that was not known to it in preparing the terms and conditions of the Agreement;



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294

(323) 890-4330



P. MICHAEL FREEMAN  
FIRE CHIEF  
FORESTER & FIRE WARDEN

March 15, 2001

Julie T. Moore, Assistant Section Head  
Department of Regional Planning  
Zoning Permits Section  
320 West Temple Street  
Los Angeles, CA 90012

Dear Ms. Moore:

**SUBJECT: OAK TREE PERMIT #01-011, HENDRICKS AVENUE STREET WIDENING  
(UNINCORPORATED AREA OF EAST LOS ANGELES)**

We have reviewed "Request for Oak Tree Permit #01-011." This project is located on Hendricks Avenue between Whittier Blvd and 800 feet north of Hubbard Street in the unincorporated area of East Los Angeles. The Oak Tree Report is accurate and complete as to the location, size, condition and species of the Oak trees on the site. The term "Oak Tree Report" refers to the document on file by Robert Wallace, the consulting arborist, dated December 5, 2000.

We recommend the following as conditions of approval:

**OAK TREE PERMIT REQUIREMENTS:**

1. This grant shall not be effective until the permittee and the owner of the property involved (if other than the permittee), have filed at the office of the Department of Regional Planning their affidavit stating that they are aware of and agree to accept all conditions of this grant.

Unless otherwise apparent from the context, the term "permittee" shall include the applicant and any other person, corporation or other entity making use of this grant.

2. The permittee shall, prior to commencement of the use authorized by this grant, deposit with the County of Los Angeles County Fire Department a sum of \$500. Such fees shall be used to compensate the County Forester \$100 per inspection to cover expenses incurred while inspecting the project to determine the permittee's compliance with the conditions of approval.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	BRADBURY	CUDAHY	HAWTHORNE	LA MIRADA	MALIBU	POMONA	SIGNAL HILL
ARTESIA	CALABASAS	DIAMOND BAR	HIDDEN HILLS	LA PUENTE	MAYWOOD	RANCHO PALOS VERDES	SOUTH EL MONTE
AZUSA	CARSON	DUARTE	HUNTINGTON PARK	LAKEWOOD	NORWALK	ROLLING HILLS	SOUTH GATE
BALDWIN PARK	CERRITOS	EL MONTE	INDUSTRY	LANCASTER	PALMDALE	ROLLING HILLS ESTATES	TEMPLE CITY
BELL	CLAREMONT	GARDENA	INGLEWOOD	LAWNDALE	PALOS VERDES ESTATES	ROSEMEAD	WALNUT
BELL GARDENS	COMMERCE	GLENDALE	IRWINDALE	LOMITA	PARAMOUNT	SAN DIMAS	WEST HOLLYWOOD
BELLFLOWER	COVINA	LANHAM GARDENS	LA CANADA-BIRCHDALE	LYNWOOD	RICO DIVERA	SANTA CLARITA	WEST AKAH VILLAGE

11. Moore, Assistant Section Head

March 15, 2001

Page 2

The above fees provide for one (1) initial inspection of temporary fencing (required to secure the protected zone of all remaining Oak trees), prior to the commencement of construction and four (4) subsequent biannual inspections until the conditions of approval have been met.

The Director of Regional Planning and the County Forester shall retain the right to make regular and unannounced site inspections.

3. Before commencing work authorized or required by this grant, the consulting arborist shall submit a letter to the Director of Regional Planning and the Forestry Division of the County of Los Angeles Fire Department, stating that he or she has been retained by the permittee to perform or supervise the work, and that he or she agrees to report to the Director of Regional Planning and the County Forester any failure to fully comply with the conditions of the grant. The arborist shall also submit a written report on permit compliance upon completion of the work required by this grant. The report shall include a diagram showing the exact number and location of all mitigation trees planted as well as planting dates.
4. Copies of the Oak Tree Report, Oak tree map, and conditions of approval shall be kept on the project site and available for review.

All individuals associated with the project as it relates to the Oak resource shall be familiar with the Oak Tree Report, Oak tree map, mitigation planting plan and conditions of approval.

**PERMITTED OAK TREE REMOVAL:**

5. This grant allows the removal of seven (7) trees of the Oak genus (*Quercus agrifolia*) and (*Quercus suber*) identified as Tree Numbers 4,10,25,27,38,41,42 on the applicant's site plan and Oak Tree Report.

**MITIGATION TREES:**

6. The permittee shall provide mitigation trees of the Oak genus at a rate of 2:1 trees for each tree removed for a total of 14 trees.
7. Each mitigation tree shall be at least a 15-gallon specimen in size and measure one inch or more in diameter one foot above the base. Free form trees with multiple stems are permissible; the combined diameter of the two largest stems of such trees shall measure a minimum of one inch in diameter one foot above the base.
8. Mitigation trees shall consist of indigenous varieties of *Quercus agrifolia* grown from a local seed source.

Moore, Assistant Section Head

on 15, 2004

9. Mitigation trees shall be planted within one year of the permitted Oak tree removals. Additional mitigation trees shall be planted within one year of the death of any tree. Mitigation trees shall be planted either on site or at an off-site location approved by the County Forester. Alternatively, a contribution to the County of Los Angeles Oak Forest Special Fund may be made in the amount equivalent to the Oak resource loss. The contribution shall be calculated by the consulting arborist and approved by the County Forester according to the most current edition of the International Society of Arboriculture's "Guide for Plant Appraisal."
10. The permittee shall properly maintain each mitigation tree and shall replace any tree failing to survive due to a lack of proper care and maintenance with a tree meeting the specifications set forth above. The two-year maintenance period will begin upon receipt of a letter from the permittee or consulting arborist to the Director of Regional Planning and the County Forester indicating that the mitigation trees have been planted. The maintenance period of the trees failing to survive two years will start anew with the new replacement trees. Subsequently, additional monitoring fees shall be required.
11. All mitigation Oak trees planted as a condition of this permit shall be protected in perpetuity by the Los Angeles County Oak Tree Ordinance once they have survived the required maintenance period.

**NON-PERMITTED ACTIONS AND VIOLATIONS:**

12. Encroachment within the protected zone of any additional tree of the Oak genus on the project site is prohibited without an addendum prepared by the Forestry Division of the County of Los Angeles Fire Department and approved by the Department of Regional Planning.
13. Should encroachment within the protected zone of any additional tree of the Oak genus on the project site not permitted by this grant result in its injury or death within two years, the permittee shall be required to make a contribution to the Los Angeles County Oak Forest Special Fund in the amount equivalent to the Oak resource damage/loss. Said contribution shall be calculated by the consulting arborist and approved by the County Forester according to the most current edition of the International Society of Arboriculture's "Guide for Plant Appraisal."
14. No planting or irrigation system shall be installed within the dripline of any Oak tree that will be retained.
15. Utility trenches shall not be routed within the protected zone of an Oak tree unless the serving utility requires such locations.
16. Equipment, materials and vehicles shall not be stored, parked, or operated within the protected zone of any Oak tree. No temporary structures shall be placed within the protected zone of any Oak tree.
17. Violations of the conditions of this grant shall result in immediate work stoppage or in a notice of correction depending on the nature of the violation. A time frame within which deficiencies must be corrected will be indicated on the notice of correction.

Moore, Assistant Section Head  
2001

Should any future inspection disclose that the subject property is being used in violation of any one of the conditions of this grant, the permittee shall be held financially responsible and shall reimburse the Forestry Division of the County of Los Angeles Fire Department for all enforcement efforts necessary to bring the subject property into compliance.

If you have any additional questions, please contact Deputy Forester Jon Baker at (818) 890-5719, or this office at (323) 890-4330.

Very truly yours,

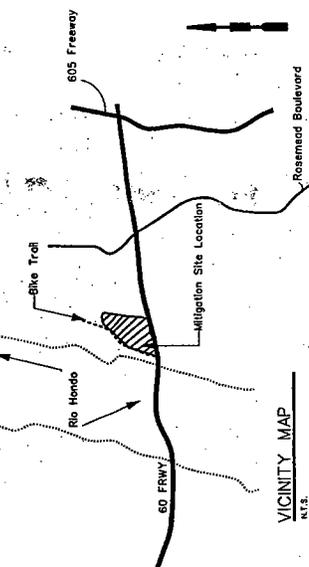


DAVID R. LEININGER, ACTING CHIEF, FORESTRY DIVISION  
PREVENTION BUREAU

DRL:lc

**SHEET INDEX:**

Sheet Title	Sheet Number
TITLE SHEET	TS
IRRIGATION PLAN	L-1
PLANTING PLAN	L-2
PLANTING PLAN	L-3
PLANTING PLAN	L-4
BKWAY CAGE LAYOUT ALTERNATIVE 1	L-5
BKWAY CAGE LAYOUT ALTERNATIVE 2	L-6



**GENERAL NOTES:**

- DRAWINGS ARE DIVIDED INTO SEPARATE SHEETS FOR GENERAL CONFORMANCE TO THE CITY OF LOS ANGELES STANDARD SPECIFICATIONS FOR PUBLIC WORKS. SHEET DESIGNATIONS OR NUMBERS SHALL NOT BE CONSIDERED TO LIMIT THE CONTRACTOR'S RESPONSIBILITY TO OTHER AND WITH THE PROJECT MANUAL IN ORDER TO COMPLETE THE PROJECT AS DESCRIBED.
- THE SITE IS AN EXISTING COUNTY FLOOD CONTROL. THE CONTRACTOR SHALL THEREFORE CONDUCT HIS WORK WITH A MINIMUM OF DISTURBANCE OR INTERFERENCE AND IN SUCH A MANNER AS TO MAINTAIN THE EXISTING FLOOD CONTROL SYSTEMS AND UTILITIES TO THE EXISTING ON OR OFF SITE FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE COUNTY FLOOD CONTROL DEPARTMENT. COORDINATE ALL WORK WITH THE INTERNAL SERVICES DEPARTMENT.
- ALL WORK AND MATERIALS ARE NEW UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK. ALL DIMENSIONS AND SHALL NOTIFY THE COUNTY OF ANY DISCREPANCIES BEFORE STARTING WORK.
- THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS OF THE SITE PRIOR TO BEGINNING WORK. UTILITIES, PAVING, PLANT MATERIAL, WATER LINES, AS WELL AS OTHER UTILITIES AND FEATURES MAY NO LONGER EXIST AS SHOWN ON THESE DRAWINGS. SHALL VERIFY LOCATIONS OF EXISTING ELECTRICAL, SEWER, WATER, GAS LINES AND OTHER UNDERGROUND UTILITIES PRIOR TO STARTING WORK. EXISTING UNDERGROUND LINES MAY NOT BE SHOWN ON REFERENCE PLANS.
- ALL WORK AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITIONS OF THE COUNTY OF LOS ANGELES BUILDING LAWS AND UNIFORM BUILDING CODE STANDARDS.
- REPAIR ALL EXISTING MATERIALS DAMAGED OR EXPOSED BY REMOVAL WORK OR BY ANY OTHER CONSTRUCTION WORK. MATCH EXISTING ADJACENT WORK IN CONSTRUCTION, MATERIALS, TEXTURE AND COLOR.
- PUBLIC PROTECTION AND SAFETY REQUIREMENTS:
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION AREA DURING THE CONSTRUCTION PERIOD. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED PERIOD. SAFETY ORDNANCES, CONSULTANTS ARE AVAILABLE AT OSHA TEL: (800) 632-1476 OR (213) 861-9985.
  - BARRICADES, FURNISH AND INSTALL NECESSARY SIGNAGE AND PUBLIC PROPERTY OR WORKMEN BARRICADES AND OR TEMPORARY FENCING SHALL BE LEFT IN PLACE UNTIL REMOVED BY CONTRACTOR AFTER THEY ARE NO LONGER REQUIRED FOR PROTECTION.
  - WARNING SIGNS, ADEQUATE WARNING SIGNAGE SHALL BE PROVIDED AND MAINTAINED DURING THE PERIOD OF WORK AS REQUIRED BY APPLICABLE SAFETY ORDNANCES.
- ALL CONCRETE FOR THIS PROJECT SHALL BE 2000 PSI UNLESS OTHERWISE INDICATED. ADDITIONAL COST TO THE COUNTY ) TO ANY EXISTING UNDERGROUND PIPING, LINES, CONDUIT, WIRING, SPRINKLER CONTROL TUBING OR
- CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ALL REPAIRS (AT NO CHARGE TO THE COUNTY) TO ANY EXISTING UNDERGROUND UTILITIES, WIRING AND ANY UTILITIES DAMAGED OR EXPOSED BY THE WORK. REPAIRS SHALL BE MADE TO THE ORIGINAL CONDITION AND TO A DISTANCE OF TEN (10) FEET IN EACH DIRECTION OF NEW WORK AND ONLY IF SUCH AN ITEM DESCRIBED ABOVE IS INDICATED ON DOCUMENTS SHOWN ON REFERENCE DRAWINGS, OR INFORMATION MADE AVAILABLE TO THE CONTRACTOR.

**IRRIGATION INSTALLATION NOTES:**

- Show on the Irrigation Plans are diagrammatic and are based on visual observation, available information and existing plans of previous work which may or may not be up to date. Locate new, irrigation lines, valves, and equipment in planting areas wherever possible.
- The Contractor shall furnish himself with the existing conditions of the site prior to beginning any new work. Contractor shall verify locations of existing electrical, sewer, water, gas lines and other underground lines prior to starting work.
- Contractor shall field verify at existing conditions and dimensions and shall notify the Department Project Manager of any discrepancies before starting work.
- Contractor to verify at the site.
- "Bore" under existing paving wherever possible. Sawcut existing paving where necessary and as approved to install piping. Repair paving to match existing as approved.
- Install PVC schedule 80 conduit under existing paving wherever necessary to "run" control wire. Install control wire a minimum 24" below finish grade.
- All vertical changes in machine pipe direction shall be done with the use of 45 degree elbows.
- Lateral supply lines from the valve to the first head shall be one size larger than the valve used and materials per new unless otherwise noted.
- All work and materials are new unless otherwise noted.
- Water meters are existing. Contractor shall field verify the exact locations of the meters. The proposed irrigation system shall be installed at a minimum pressure ranging from 50 psi to 70 psi. Contractor shall notify the Department if there are any discrepancies.
- Repair existing, match existing adjacent work in texture and color.
- All quick coupling valves shall be installed in lock lid valve boxes. Mark all boxes O.C.V. With epoxy paint.
- Irrigation heads shall be properly installed to allow standard operation and retraction.
- Irrigation heads shall be responsible to ensure that all variable arc color and all variable arc pop-up nozzles are properly installed in accordance with the manufacturer's instructions.
- Irrigation heads perform per plan specifications during the siting construction and maintenance periods.
- Contractor shall be responsible to provide an operational electrical automatic irrigation systems, make connections as necessary to provide an operational electrical automatic irrigation systems. (See Electrical Installation Notes this Sheet for Additional Information)
- New concrete paving shall be a minimum of Standard Specifications for Portland Cement, ASTM C-150. Type I or Type II. Compressive strength shall be 2000 psi with medium broom finish.
- All conduit shall extend into the planting area 24" on each end.
- Install all over-leaves (Class 315 unless otherwise noted) where shown on plans. Extend sleeves 24" into planting area on each end.

SEE TITLE SHEET FOR PLANTING LEGEND AND NOTES.

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME.

CHIEF OF DIVISION COUNTY ENGINEER'S REVIEW SECTION	APPROVAL STAMP 	ARCHITECTURAL ENGINEERING DIVISION REVIEW & REVIEW SECTION PROJECT NO. 11-1-13-01 C.A.R. NO. 11-1-13-01 SHEET NO. 11-1-13-01	FIELD BROOK DEBRIS BASIN (WHITTER NARROWS)	TITLE SHEET Mitigation Plan	SCALE: UNLESS NOTED TS
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APPROVED  
 WATER DIVISION  
 CHIEF, A&E DIVISION  
 WALTER BERRY & SONS, INC.  
 PROJECT MANAGER  
 PROJECT ARCHITECT/ENGINEER

SEAL  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF CALIFORNIA  
 CIVIL ENGINEERING  
 No. 10000  
 WALTER BERRY & SONS, INC.

ARCHITECTURAL ENGINEERING  
 DIVISION  
 DESIGN & REVIEW SECTION  
 100 W. PLYMOUTH AVENUE  
 CHICAGO, IL 60601

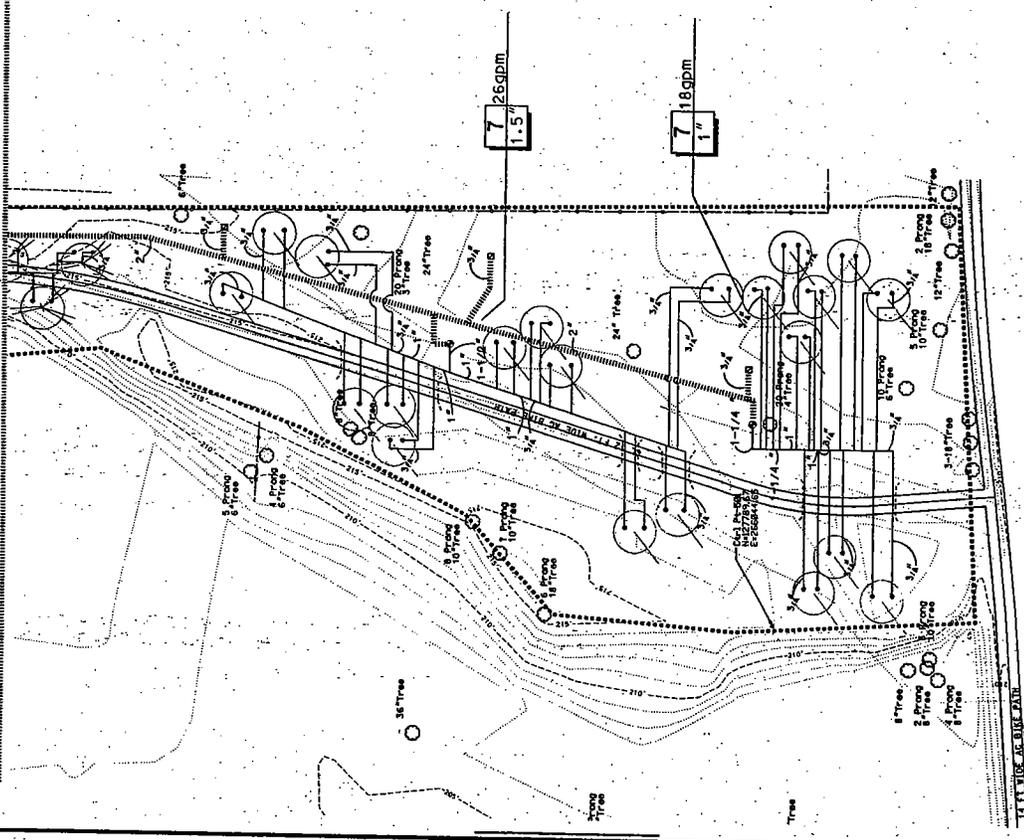
FIELDROOK DEBRIS BASIN  
 (WHITTEY NARROWS)  
 MITIGATION SITE

IRRIGATION  
 Mitigation  
 Plan

DATE: 11-13-01  
 DRAWN BY: C.A.B.  
 CHECKED BY: C.A.B.  
 SCALE: AS SHOWN  
 SHEET NO.: 1-1

PROJECT NUMBER  
 SHEET NUMBER  
 1-1

MATCHLINE SEE SHEET L-4



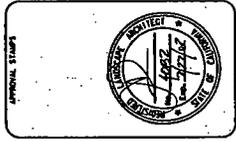
IRRIGATION LEGEND

Symbol	Description	Notes
□	WATER METER	To be purchased and installed by contractor.
□	AUTOMATIC IRRIGATION CONTROLLER	See specifications for details.
□	VALVE	See specifications for details.
□	PIPER	See specifications for details.
□	WATER METER	To be purchased and installed by contractor.
□	AUTOMATIC IRRIGATION CONTROLLER	See specifications for details.
□	VALVE	See specifications for details.
□	PIPER	See specifications for details.
□	WATER METER	To be purchased and installed by contractor.
□	AUTOMATIC IRRIGATION CONTROLLER	See specifications for details.
□	VALVE	See specifications for details.
□	PIPER	See specifications for details.
□	WATER METER	To be purchased and installed by contractor.
□	AUTOMATIC IRRIGATION CONTROLLER	See specifications for details.
□	VALVE	See specifications for details.
□	PIPER	See specifications for details.
□	WATER METER	To be purchased and installed by contractor.
□	AUTOMATIC IRRIGATION CONTROLLER	See specifications for details.
□	VALVE	See specifications for details.
□	PIPER	See specifications for details.

SEE TITLE SHEET FOR IRRIGATION NOTES.  
 SEE SHEET L-5 FOR IRRIGATION DETAILS.

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME.

LOCAL DEPARTMENTAL DATE  
 CHILD CARE DIVISION  
 SERVICE CENTER & CENTER SECTION  
 PROJECT NUMBER  
 PROJECT ARCHITECT/ENGINEER



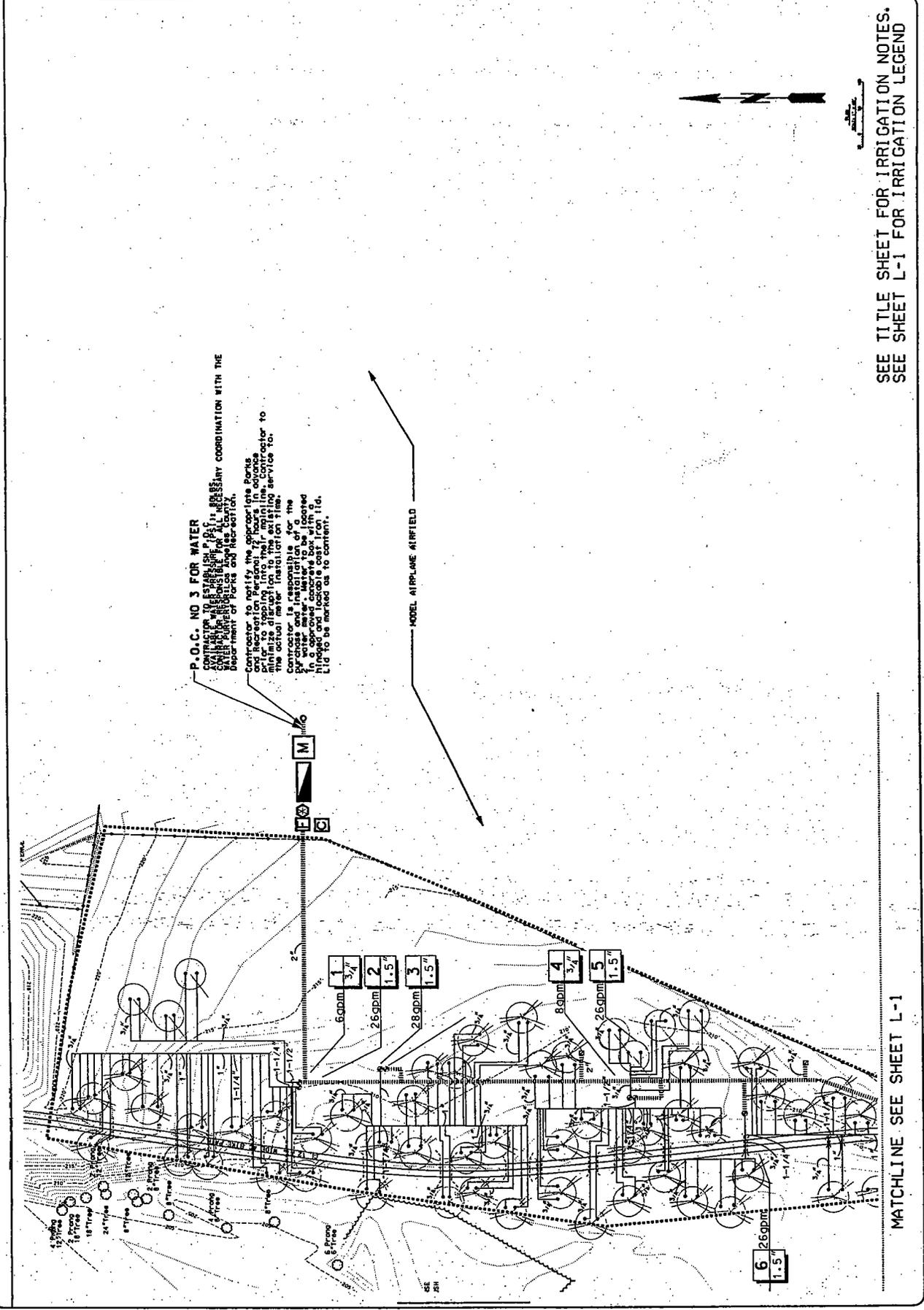
ARCHITECTURAL ENGINEERING  
 DIVISION  
 DESIGN & REVIEW SECTION  
 100 S. FIDELITY AVE.  
 ALHAMBRA, CA 91802

FIELD BROOK DEBRIS BASIN  
 (WHITER NARROWS)  
 MITIGATION SITE

IRRIGATION  
 Mitigation  
 Plan

DATE: 11-13-01  
 C.A.R. NO. 11-13-01  
 C.A.R. NO. 11-13-01  
 C.A.R. NO. 11-13-01

SHEET NUMBER  
 L-2



SEE TITLE SHEET FOR IRRIGATION NOTES.  
 SEE SHEET L-1 FOR IRRIGATION LEGEND

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME.

MATCHLINE SEE SHEET L-1

USER: DEPARTMENT NAME  
 CHIEF: A/E DIVISION  
 HEAD OF SECTION & WORK SECTION  
 PROJECT MANAGER  
 PROJECT ARCHITECT/ENGINEER

APPROVAL STAMPS

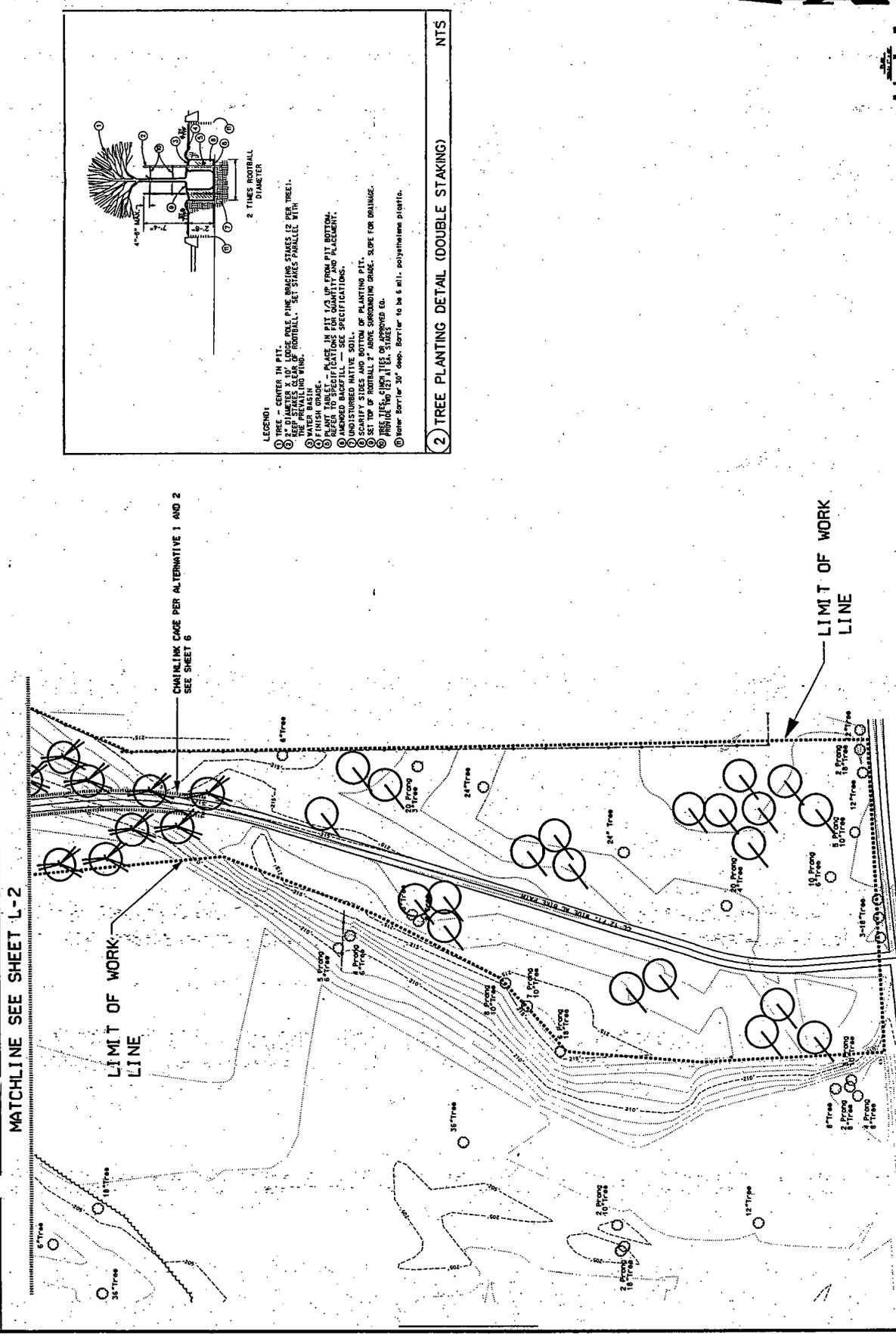
ARCHITECTURAL ENGINEERING  
 INCHON  
 DESIGN & ENTRY SECTION  
 100 S. FREDRICK AVE.  
 PLUMBER, CA 91103

FIELD BROOK DEBRIS BASIN  
 (WHITTEY NARROWS)  
 MITIGATION SITE

Schematic Mitigation Plan

DATE: 11-13-01  
 C.A.R. NO. 11-13-01  
 C.A.R. ORDER  
 CAPITAL PROJECT

SHEET NUMBER  
**L-3**



LEGEND:

- ① TREE - CENTER IN PIT.
- ② 2" DIAMETER X 10' LONG DOLE PINE BRACING STAKES (2 PER TREE). SET STAKES CLEAR OF ROOTBALL. SET STAKES PARALLEL WITH TREE TRUNK AND WIND.
- ③ WATER BASIN
- ④ FINISH GRADE
- ⑤ UNBROKEN BACKFILL - PLACE IN PIT 1/2" UP FROM PIT BOTTOM. REFER TO SPECIFICATIONS FOR QUANTITY AND ALIGNMENT.
- ⑥ CHALKY STAKES AND BOTTOM OF PLANTING PIT.
- ⑦ SET TOP OF ROOTBALL 2" ABOVE SURROUNDING GRADE. SLOPE FOR DRAINAGE.
- ⑧ TREE LINES - CHECK LINES OR APPROVED EA.
- ⑨ 100% SURVEY 30' deep. Barrier to be 6 mil. polyethylene sheets.

2" TREE PLANTING DETAIL (DOUBLE STAKING) NTS

SEE SHEET L-4 FOR PLANTING LEGEND AND NOTES.

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME.







**County of Los Angeles, Department of Public Works  
Whittier Narrows Mitigation Site  
Scope of Work and Schedule**

**Task 1 – Mitigation and Monitoring Plan**

ERA will prepare a Mitigation and Monitoring Plan (MMP) in accordance with the CDFG stream alteration agreement (No. 5-241-99). The total area for the revegetation effort will be approximately one (1) acre. Information contained in the previous Mitigation Plan prepared by Chambers (2001) and other pertinent information will be incorporated, as appropriate, in the current Mitigation Plan. ERA will submit to Public Works six copies of the draft MMP for review and comments. ERA will incorporate one set of comments from Public Works into the final MMP for approval by Public Works and CDFG. Six copies of the final MMP will be submitted to Public Works.

The final Mitigation and Monitoring Plan will include:

- Description of existing site conditions for the restoration site.
- A detailed plant palette and planting plan for no less than 0.16 acres of oak/walnut woodland habitat, including appropriate understory species for this habitat type.
- Monitoring and maintenance procedures and timeline for the 5 year monitoring period.
- Irrigation scheduling.
- An Integrated Pest Management Plan for control of non-native plant species.
- Success criteria.

Task 1 will be completed within three weeks of receiving the Notice to Proceed.

**Task 2 – Revegetation Plans and Specifications**

ERA will prepare revegetation plans and specifications in accordance with the Mitigation and Monitoring Plan. ERA will submit to Public Works six copies of the draft plans and specifications for review and comments. ERA will incorporate Public Works' review comments into the final plans and specifications for approval. Six copies of the final plans and specifications will be prepared at full size (24 inches by 36 inches) and half size (11 inches by 17 inches) and submitted to Public Works.

The final plans and specifications will include:

- Grading/site preparation plans (if needed), planting plans, irrigation plans, installation details and specifications (installation and maintenance) to implement the conceptual guidelines for the revegetation program outlined in the Mitigation and Monitoring Plan.
- Guidelines for replacement planting, reseeding, fertilization, pest control, disease control, erosion control, weed control, trimming and other maintenance activities during and after the vegetation establishment period.
- Performance monitoring guidelines such as performance criteria, as-built conditions, monitoring schedule and annual performance monitoring reports.

Implementation of the revegetation program will be coordinated among Public Works, the Project Manager, the Project Biologists, the Project Landscape Architect and the plant material suppliers. The contracting nursery will be given the maximum lead time to complete special collection and prepare plant material for the project in order to assure availability and minimize costs. Field coordination will be provided by the Project Biologist through all phases of project implementation.

Task 2 will be completed within three weeks from the approval of the Final MMP by the Department of Public Works.

### **Task 3 – Planting and Seeding (Revegetation)**

Revegetation shall be conducted in accordance with the final approved plans and specifications. Upon notice to proceed from Public Works, the Project Biologist will conduct a reconnaissance of all revegetation areas and their adjacent habitat. The purpose of this inspection is to identify potential problem areas, document non-native plant composition, cover and densities, characterize soil conditions, and evaluate other variables that may affect the success of the revegetation program. Before the beginning of the implementation of the revegetation program, the Project Biologists will meet with Public Works, and the planting crew to discuss the details of the work to be conducted. If necessary, sensitive areas containing native plants or other sensitive resources will be flagged by the Project Biologists and will be shown to the crew.

#### Site Preparation

Following this initial assessment, the revegetation areas will be prepared for planting. This will include the removal of trash and debris that might have been left from previous construction activities and, more importantly, the removal of non-native plants from the revegetation areas and their surroundings. All planting areas will be clear of non-native vegetation and the soil treated for subsequent seeding and planting. At the seedling stage, plants are highly susceptible to herbicide application and thus ERA will aggressively treat areas containing non-native infestation. Invasive non-native species will be closely monitored and their eradication promptly conducted as they represent a high risk factor for the establishment of native plant communities. A combination of hand-pulling, weed-whipping and spot herbicide application will be used as determined by the Project Biologists in consultation with Public Works. All uses of herbicides will comply with state and federal laws and will be applied only by a licensed pesticide applicator. If herbicides need to be used within streambeds, only those that are safe for aquatic use, such as AquaMaster (glyphosate), will be used. In addition, care with herbicide application will be taken around native plants to ensure they are not impacted.

If non-native tree removal is necessary during the migratory bird nesting season, a focused avian nesting survey will be conducted by the Project Biologists two days prior to tree removal in accordance with the Migratory Bird Act (16 U. S. G. 703-712). Birds in southern California usually nest between March 1 and August 31. Results of these surveys will be documented and forwarded to the permitting agencies upon Public Works review.

Slope boarding, track walking or other methods of soil texture enhancement that increase germination rates and facilitate the establishment of seedlings will be applied to the slopes and other areas as determined by the Project Biologist.

ERA and the landscape subcontractor will initiate site preparation in October 4, 2004.

#### Seeding

The method of seeding will be determined during the preparation of the Mitigation and Monitoring Plan. The Project Biologists will inspect the seed mix prior to its application. Attention will be paid to the labeling of bags containing the seed mix, their appropriate composition and ratio, and the overall quality of the seeds. The Project Biologists will also inspect all seeding equipment to assure no other seeds are present in the equipment that could then be inadvertently propagated. ERA will contact S&S Seeds to supply the necessary seed. S&S Seeds will be contacted immediately following the issuance of the notice to proceed to ensure prompt delivery of the proper seed species and quantities. The project site is currently dominated by several non-native invasive species and thus the seed mix will contain native species that can successfully compete with alien species and will have a higher pound-per-acre ratio than regular native seed mixes for this type of vegetation community.

Seeding will be conducted immediately after site preparation lasting approximately 3 days.

### Container Planting

A total of fifty five (55) Coast Live Oaks from 24" box; twenty (20) Coast Live Oaks from 15-gallon containers will be planted as well as thirty (30) California black walnut from 15-gallon containers. In addition, approximately 225 shrubs (*Artemisia californica*; *Ribes aureum*; *Eriogonum fasciculatum*; *Leymus triticoides*, and *Baccharis salicifolia*) from 1-gallon size containers will be planted in this 1-acre area to enhance the restoration effort and decrease the maintenance activities in subsequent years. Prior to the planting, the Project Biologists will place small pin-flags to mark the locations of container plantings. In addition, the Project Biologist will oversee all container planting to ensure compliance with the approved plans and specifications. Plants will be color-coded for easy identification by the crew and will allow a natural random mix to be planted in selected areas. Spacing between small trees and shrubs will 10-12 feet on center and between 15-30 feet on center for oak and walnut trees.

Container trees and shrubs will be planted using standard horticultural practices: excavating a planting hole 2-3 times the diameter of the root ball, filling the hole twice with water, and leaving the plant crown approximately 1-inch above grade after planting. Plants will be placed in soils that have been thoroughly watered before planting, and watered immediately after planting. Any roots wrapped around the root ball will be loosened. The plants should be planted in clusters of three to five simulating natural patterns.

Depending upon the level of soil compaction, a man-powered or self-powered auger will be used for the drilling of holes. The depth of drilling may vary according to soil composition. Our experience has shown that appropriate drainage and soil conditions for effective root growth are critical for the long-term survival of native shrubs and trees.

Oak trees and California black walnut have the propensity to develop root diseases such as crown rot and oak root fungus, which are usually the result of poor drainage, over-watering or a combination of the two. It is therefore important to select appropriate areas for planting and to create the right conditions for healthy root growth. Oak trees and walnut trees will be provided with additional protection including enclosure devices from herbivores such as squirrels, voles, and deer. It may be necessary to provide some trees with additional shade as determined by the Project Biologists. The type of shade will depend on each planting locality and may include shade cloth or "nurse" plants.

To ensure availability of plants ERA will contact Tree of Life native nursery in the April, 2004 and all needed container plants will be placed on-hold. Depending on soil conditions at the time of planting this task is expected to take approximately three to five days.

Planting is estimated to last one week.

### **Task 4 – Maintenance and Performance Monitoring**

The Project Manager and Project Biologists will be responsible for: (1) preparing as-builds of the revegetation site to be submitted to Public Works within thirty (30) days of completion of revegetation, including a letter report indicating the site was installed in accordance with the accepted plans and specifications, and general layouts of container plants and seed mixes as quantities of species per area; (2) providing timely direction to the landscape crew for invasive weed control and necessary remedial actions; (3) determining appropriate annual performance standards based on the five year performance standards specified in the CDFG Agreement (Condition 15); (4) selecting and surveying transects in the restoration site, (5) monitoring the health and growth performance of the installed plant material, and (6) facilitating compliance with performance standards.

Because the goal of the revegetation program is to create a self-supporting natural system with little or no maintenance, the primary effort of the maintenance/monitoring program is concentrated in the first few seasons of growth.

### Maintenance

Maintenance is an important task in the restoration of native plant communities including such activities as weed eradication, supplemental irrigation, and installation of additional plant material. The maintenance crew will attend to the quarterly remedial actions recommended by the Project Biologists. Site maintenance will be conducted for five years and will begin immediately after revegetation is completed. The Project Biologist will oversee maintenance activities to ensure compliance with the approved plans and specifications.

Maintenance schedule will be flexible enough to maintain the planting areas free of weeds and to assure the required survival rate and growth of plants and seed material. We estimate to conduct weekly maintenance visits during the first three months, bimonthly the following four months and monthly for the rest of the year 2005. During subsequent years our maintenance schedule will be concentrated on the growing season, usually December through May, and continue with maintenance visits as needed the rest of the season.

Weed control measures will include the following: (1) hand removal, (2) cutting or mowing, (3) chemical herbicides, and (4) light exclusion. Hand removal will be the primary method of weed control since it is very effective in eliminating only the desired plants. Chemical control will be used for the highly invasive exotics and weeds. Any herbicide treatment will be specified by a licensed Pest Control Advisor and applied by a licensed Pest Control Applicator.

The Project Biologists will perform monthly maintenance inspections during the first six months after installation. Thereafter, the Project Biologists will conduct maintenance inspections on a quarterly basis. Recommendations for maintenance efforts will be based on these site observations. Weed removal by the maintenance crew will be conducted on a quarterly basis for the first two years, or as directed by the Project Biologist based on site conditions.

Maintenance will commence once all planting and seeding has taken place. Monthly costs for maintenance will reflect the increase level of effort that is necessary during the active growing season on most native and non-native species.

### Performance Monitoring

A vital component of any revegetation program developed to mitigate habitat loss is documentation of the progress of the revegetation program until the plants are established and meet the performance standards. Monitoring will be performed in conjunction with a long-term maintenance program and will be conducted in accordance with the accepted plans and specifications. General observations will be important in documenting areas of poor growth or cover, dying plantings, weed invasion, and erosion problems. These areas can then be independently monitored and scheduled for more intensive maintenance activities. If necessary, the areas may be replanted or reseeded.

The monitoring program will use a variety of qualitative and quantitative procedures to document the changes in plant growth of the target species and changes in the density and dominance of all plant and wildlife species within the sampled areas. One of the most important procedures will be standardized observation of the entire site to provide a general record of trends on the mitigation site including plant growth. Coverage will include photographic documentation from designated points, which would give a visual record of the changes in structure and cover of the sites over time. Quantitative studies will be conducted to obtain plant cover estimates, percent survival, tree height, seedling counts, and to monitor changes in plant diversity on-site.

### Performance Criteria

The performance criteria for the revegetation site will include oak tree height standards specified in the Mitigation and Monitoring Plan, 80% survival by species of all planted trees and shrubs (except oak and walnut) after year one and 100% survival thereafter, 100% survival of all planted oak and walnut, 75% cover after three years, 90% cover after five years and no more than 5% cover of exotic plant species (CDFG, Condition 15). Any replacement plantings will be monitored with the same survival and height requirements for five years after planting. The following monitoring protocol proposed for this project has worked successfully on other revegetation projects with these same performance criteria.

### Quantitative Monitoring

The line-intercept and quadrant sampling methods will be used to determine the amount of cover achieved. To measure coverage by the line-intercept method a transect (line) is established between two points. A tape measure is then strung between the two points and the length of intersection that each species has with the line is measured. When the coverage of all species is totaled, the result is frequently greater than the length of the transect because many species have overlapping areas of coverage. By measuring the area of bare ground intersecting the transect, the total vegetative cover can be established. Two 30-meter transects will be established in the 0.16-acre revegetation area. One square meter quadrants will be placed every five meters along each transect to determine visual estimates of the percent cover of herbaceous plants and seedlings. The number of transects required will be determined by the monitoring biologist, but in no case shall be less than two transects dispersed approximately evenly across the site, although the location of transects will be determined randomly.

Annual quantitative sampling will be conducted in spring of each year and periodic performance monitoring visits will be conducted monthly for the first six months, quarterly from six months through three years, and semiannually from years four through five. Specifically, site inspections will be conducted as follows:

- 2005: January, February, March (quantitative sampling), April, May, June, September, and December
- 2006: March (quantitative sampling), June, September, and December
- 2007: March (quantitative sampling), June, September, and December
- 2008: March (quantitative sampling), September
- 2009: March (quantitative sampling), September
- 2010: March (quantitative sampling)

Quantitative sampling will also include the determination of percent survival of all trees and shrubs by species and the average tree height of coast live oak and black walnut. Percent survival will be determined for each species by dividing the total number of living plants per species by the total number planted. All planted oaks and walnut trees will be measured with a 15-foot extending pole marked at 0.1-foot increments. Tree height for each species will be determined by dividing the total height of all individuals for each species by the total number of measured trees of each species.

### Qualitative Monitoring

The entire site will be visually inspected and qualitative or subjective determinations about the success of the revegetation will be made. This is necessary because the quantitative sample sites might not include important data. In addition, permanent photographic station locations will be determined by the Project Biologist to document the progress of the revegetation site over the course of the monitoring period. These locations will be chosen so as to provide unobstructed views of the revegetation sites and will be sufficient in number to adequately document the overall status of the site. Photos will be taken at these locations on an annual basis.

### Schedule

Immediately following installation, the site will be monitored monthly for six months to evaluate germination and the initial success of the revegetation effort. If germination is unsuccessful or the seedlings do not survive, a change in scope may be required to determine the cause of failure. From six months through three years following installation, monitoring will be conducted quarterly. Monitoring will be conducted semiannually thereafter through year five following installation. To ensure success of the revegetation program, any areas that require reinstallation of materials will have their monitoring program started over at the time of reinstallation. Once the revegetation site has met all of the performance criteria and when it can be demonstrated that all plants have been growing without supplemental irrigation for at least two years (CDFG condition 15 (C)), documentation will be submitted to CDFG for acceptance of the revegetation site.

### Annual Reports

Annual reports will be prepared following the annual quantitative and qualitative sampling periods. These reports will include an executive summary, introduction, methods, results, discussion and maintenance recommendations. Information on percent survival of planted trees and shrubs by species, percent cover of native and non-native vegetation, height of coast live and scrub oaks, the number of replacement plantings by species, an overview of the revegetation effort, the status of the revegetation site relative to the performance standards, transect photographs and photographs from the photo stations will also be included. Draft annual reports will be submitted to Public Works for its review and comments. Upon receiving these comments, copies of the final reports will be sent to the Public Works and CDFG by January 1 of each year.

### **Task 5 – Temporary Irrigation**

Temporary irrigation will be provided to ensure plant establishment. Watering will be provided during the dry season and as a supplement during the wet season, if needed, for the first two years of the plant establishment period. The type of irrigation system provided in the approved plans and specifications will be installed. Coordination between the Project Biologist and the landscape crew will be conducted seasonally to help determine the needs and scheduling.

Because the size of container plants to be used in this project and the abundance of non-native plants in the revegetation area a drip-irrigation system will be installed to adequately irrigate trees, shrubs and reduce the germination of non-native invasive species.

The irrigation system will be adequately maintained to assure their functioning and coverage of all container planted areas. Following the second winter season, the watering schedule will be gradually reduced to allow the plants to acclimate to the natural seasonal water supply. To comply with the CDFG Agreement (Condition 15 (C)), the irrigation system will be turned off completely after three years to show two years of growth without supplemental irrigation. Hand watering of replacement plantings may be required to avoid over-watering of more established plantings.

The irrigation system for the revegetation areas will be temporary and will be removed once the plantings are established. Belowground components will be abandoned in place and/or salvaged as possible.

### **Task 6 – Quality Assurance/Quality Control (QA/QC)**

English-speaking quality assurance/quality control monitors have been designated for this project. Our monitors are thoroughly familiar with the plant species being installed and the installation methods that will be specified in the Mitigation and Monitoring Plan. Monitors' responsibilities include the following:

- Inspection and approval of the condition of all materials, including seed mixes, container plants, mulch and mycorrhizal inoculant delivered to the project site

- Ensuring that the most current, best landscaping standards are used for the project
- Ensuring that all non-plant materials are not defective
- Ensuring that all local, municipal and state laws, rules and regulations governing or relating to the project are followed
- Supervising installation and maintenance of the revegetation project
- Ensuring that the approved plans and specifications, including the BRPMP, are followed

All materials and workmanship will be warranted for the duration of the project and will be replaced if deemed to be defective or insufficient. It is understood that we shall replace any materials that are dead or in poor condition, as determined solely by Public Works, at our expense and within ten (10) working days of written notification from Public Works, or will provide written justification if such a schedule cannot be met.

**Task 7 – As-Needed Services (Contingency)**

Contingency measures will include replanting, reseeding, and irrigation system repairs and replacement. Contingency measures and allocation will not include force-majour events such as fire, flooding, and earthquakes. Replanting will be performed as necessary during the appropriate planting period with the appropriate-sized stock, as determined by the Project Biologist and in consultation with Public Works, to help achieve the performance standards. If substantial non-compliance with the performance standards occurs, the Project Biologist will consult with Public Works and CDFG to determine whether corrective measures would be necessary.

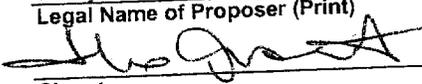
The contingency allocation for this project is estimated at \$46,746.00. ERA will not perform any tasks or remedial measures toward this contingency fund unless authorize in writing by the Department of Public Works.

Whittier Narrows Mitigation Site  
 Payment Schedule  
 Summary Years 1- 6

EXHIBIT E.1

Tasks	Year	1	2	3	4	5	6
<b>Task 1</b>							
Mitigation Plan		\$6,110.00					
<b>Sub-total</b>		<b>\$6,110.00</b>					
<b>Task 2</b>							
Plans & Specifications		\$18,940.00					
<b>Sub-total</b>		<b>\$18,940.00</b>					
<b>Task 3</b>							
Site Preparation		\$6,840.00					
Seeding		\$2,150.00					
Planting		\$20,800.00					
<b>Sub-total</b>		<b>\$29,790.00</b>					
<b>Task 4</b>							
Maintenance		\$28,650.00	\$26,660.00	\$22,200.00	\$23,830.00	\$14,910.00	\$10,770.00
Monitoring		\$8,910.00	\$8,800.00	\$9,240.00	\$6,500.00	\$6,780.00	\$3,210.00
Annual Reports		\$4,300.00	\$4,540.00	\$4,780.00	\$4,340.00	\$4,540.00	\$4,530.00
<b>Sub-total</b>		<b>\$41,860.00</b>	<b>\$40,000.00</b>	<b>\$36,220.00</b>	<b>\$34,670.00</b>	<b>\$26,230.00</b>	<b>\$18,510.00</b>
<b>Task 5</b>							
System Installation		\$19,250.00					
Schedule Irrigation		\$4,900.00	\$4,900.00	\$4,890.00			
System Removal				\$1,960.00			
<b>Sub-total</b>		<b>\$24,150.00</b>	<b>\$4,900.00</b>	<b>\$6,850.00</b>			
<b>Task 6</b>							
QA/QC Installation		\$6,440.00			\$1,440.00	\$1,520.00	\$760.00
QA/QC Maintenance		\$5,170.00	\$5,520.00	\$2,560.00	\$1,440.00	\$1,520.00	\$760.00
<b>Sub-total</b>		<b>\$11,610.00</b>	<b>\$5,520.00</b>	<b>\$2,560.00</b>			
<b>Task 7</b>							
As-Needed Services		\$19,846.50	\$7,590.00	\$6,840.00	\$5,416.50	\$4,162.50	\$2,890.50
<b>Total Per Year</b>		<b>\$152,306.50</b>	<b>\$58,010.00</b>	<b>\$52,470.00</b>	<b>\$41,526.50</b>	<b>\$31,912.50</b>	<b>\$22,160.50</b>
<b>Contract Ammount</b>							<b>\$358,386.00</b>

EcoSystems Restoration Associates  
 Legal Name of Proposer (Print)

 | 9/8/2004 | Required License Number

8954 Rio San Diego Drive, Suite 610  
 Address

San Diego | 92108 | 619 291-1475  
 City | Zip Code | Telephone





Whittier Narrows Mitigation Site  
Table 2  
Payment Schedule Year 3

Task	January	February	March	April	May	June	July	August	September	October	November	December	Sub-Total
<b>Task 1</b>													\$0.00
Mitigation Plan													\$0.00
<b>Task 2</b>													\$0.00
Plans & Specifications													\$0.00
<b>Task 3</b>													\$0.00
Site Preparation													\$0.00
Seeding													\$0.00
Planting													\$0.00
<b>Task 4</b>													\$36,220.00
Maintenance	\$1,000.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$3,250.00	\$3,250.00	\$3,250.00	\$2,500.00	\$1,200.00	\$22,200.00
Monitoring					\$800.00	\$800.00	\$800.00	\$1,500.00	\$2,800.00	\$940.00	\$800.00	\$800.00	\$9,240.00
Annual Reports						\$4,780.00							\$4,780.00
<b>Task 5</b>													\$6,850.00
System Installation	\$665.00	\$665.00	\$665.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$665.00	\$665.00	\$4,890.00
Schedule Irrigation													\$1,960.00
System Removal													\$2,560.00
<b>Task 6</b>													\$0.00
QA/QC Installation						\$760.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$2,560.00
QA/QC Maintenance													\$0.00
<b>Task 7</b>													\$6,844.50
As-Needed Services													\$6,844.50
<b>Total Per Month</b>	\$1,665.00	\$1,865.00	\$1,865.00	\$1,425.00	\$2,225.00	\$7,765.00	\$3,225.00	\$5,425.00	\$6,725.00	\$4,865.00	\$3,965.00	\$4,615.00	\$52,474.50
<b>Year Total</b>													





Whittier Narrows Mitigation Site  
Table 2  
Payment Schedule Year 6

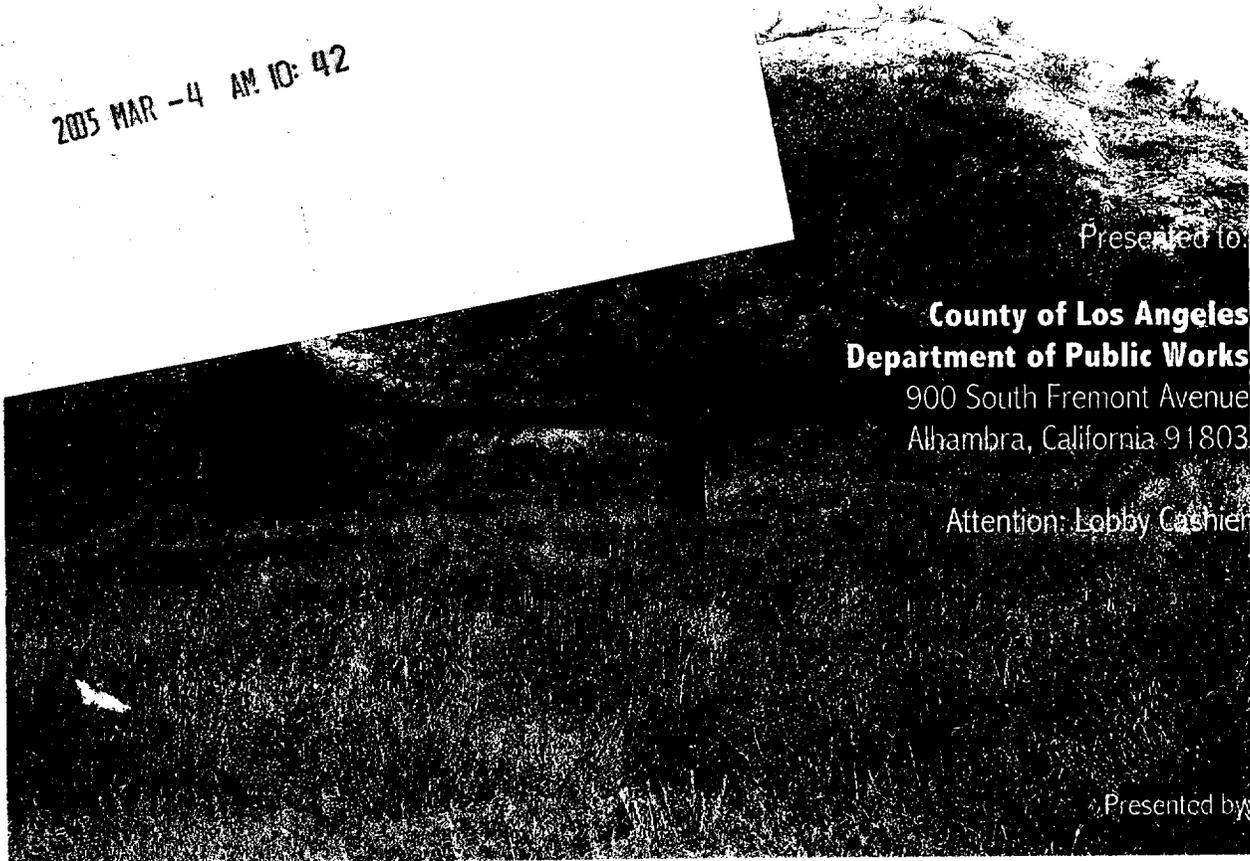
Task	Month												Task Sub-Total	
	January	February	March	April	May	June	July	August	September	October	November	December		
Task 1 Mitigation Plan													\$1.00	\$0.00
Task 2 Plans & Specifications													\$0.00	\$0.00
Task 3 Site Preparation Seeding Planting													\$0.00	\$0.00
Task 4 Maintenance Monitoring Annual Reports	\$950.00	\$1,250.00	\$1,250.00	\$2,880.00	\$3,200.00	\$1,240.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$18,510.00	\$10,770.00
Task 5 System Installation Schedule Irrigation System Removal	\$560.00	\$650.00	\$750.00	\$750.00	\$250.00	\$4,530.00							\$0.00	\$0.00
Task 6 QA/QC Installation QA/QC Maintenance			\$350.00	\$410.00									\$760.00	\$0.00
Task 7 As-Needed Services													\$2,890.50	\$0.00
<b>Total Per Month</b>	<b>\$1,510.00</b>	<b>\$1,900.00</b>	<b>\$2,350.00</b>	<b>\$4,040.00</b>	<b>\$3,450.00</b>	<b>\$6,020.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$22,160.50</b>	<b>\$0.00</b>
<b>Project Total</b>														

EcoSystems Restoration Associates  
 Legal Name of Proposer (Print) \_\_\_\_\_  
 Signature  Date 9/8/2004 Required License Number \_\_\_\_\_  
 Address 8954 Rio San Diego Drive, Suite 610  
 City San Diego Zip Code 92108 Telephone 619 291-1475

*Request for Proposal*

**tier Narrows Mitigation Site**

2005 MAR -4 AM 10: 42



Presented to:

**County of Los Angeles  
Department of Public Works**  
900 South Fremont Avenue  
Alhambra, California 91803

Attention: Lobby Cashier

Presented by:

**EcoSystems Restoration Associates**  
*A Division of P&D Consultants, Inc.*  
8954 Rio San Diego Drive, Suite 610  
San Diego, California 92108

Contact: Mr. Tito Marchant  
Managing Principal

*March 4, 2004*



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## **Section 1—Introductory Letter**



**EcoSystems  
Restoration Associates**  
*A Division of P&D Consultants*

8954 RIO SAN DIEGO DRIVE, SUITE 610  
SAN DIEGO, CA 92108  
619/291-1475  
619/291-1476 FAX  
www.pdconsultants.com

March 4, 2004

Ms. Leticia Gordo  
**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**  
900 South Fremont Avenue  
Alhambra, CA 91803

**RE: PROPOSAL FOR THE WHITTIER NARROWS MITIGATION SITE**

Dear Ms. Gordo:

**EcoSystems Restoration Associates** (ERA), a division of P&D Consultants, Inc. (P&D), is pleased to submit our proposal to provide consultant services to the County of Los Angeles.

**Summary of the Statement of Qualifications**

Communities are placing greater emphasis than ever before on striking a balance that compensates for the loss of native habitats while allowing for compatible uses of open space. To meet this concern, ERA provides ecological restoration and natural resources management that enhance and create functional and self-sustainable environments – including habitats for threatened and endangered species – emulating natural processes and returning the land to its natural trajectory.

Since the early 1970s, the employee-owned corporation of P&D Consultants, Inc. (P&D) has conducted restoration planning and installation, biological surveys, wetlands delineations, permitting and performance monitoring, government services and land development consulting services. P&D has Urban Planning & Environmental, Government Services and Community Infrastructure divisions. ERA, which falls into the Urban Planning and Environmental division, was established to support native habitat management and restoration because of our specialized expertise in these areas. In the aggregate, P&D has 240 employees in Orange (Corporate Office), San Diego, Pasadena, Camarillo, Ontario and Sacramento, California; Las Vegas, Nevada; Dallas, Texas; and Oak Brook, Illinois. P&D had maintained its financial security during this period as well. Annual revenues for P&D in the last five years have steadily increased to nearly \$30 million. Furthermore, as an AECOM Technologies Company (the parent holding company), P&D is a member company of a \$2.5 billion organization. AECOM ranks in the top 3 of industry publication Engineering News Record in several categories including Environmental and Transportation. We are an Equal Opportunity Employer which is demonstrated by these statistics: forty five percent (45%) of our employees are minority and twenty eight percent (28%) are women.

ERA takes great pride in the fact that we have been retained to serve the County on several projects in the past, and most recently providing "turnkey" restoration services to the Los Angeles County Department of Public Works with the Thompson Creek Dam Restoration Project, which is similar in scope and services to the proposed Whittier Narrows Mitigation Site project. We have also initiated Biological Reconnaissance of the Placerita County and State Park and Devil's Punchbowl County Park for the special use permit for the Department of Parks and Recreation. Past projects in which we have served the County of Los Angeles Public Works Department include the Puente Hills Landfill Mitigation Program and the Sunshine Canyon Landfill Mitigation Project. Other recent, relevant mitigation experience in the Southern California area is represented in Section 2.0— Firm's Capabilities.



## **Proposed Team**

ERA has assembled the highest caliber and most qualified team for the Whitter Narrows Mitigation Site project. Our in-house team consists of mitigation plan, implementation & maintenance, performance monitoring, temporary irrigation, and GIS/Mapping specialists. Joining our team is the landscape contracting service of Inland Empire Landscape. Inland Empire Landscape, is a small, minority owned firm. This team is dedicated to developing construction plans and specifications, responding to the environmental regulatory requirements and to preparing a mitigation plan to meet County of Los Angeles' needs. ERA welcomes the opportunity to work together to accomplish assignments for the County of Los Angeles.

As discussed in detail in Section 2.0 of our submittal, the ERA Project Team has completed and/or is in the process of monitoring a significant number and type of revegetation/restoration projects of various sizes throughout Southern California. We have prepared concept plans, completed final design, conducted site observation, landscape installation, maintenance, and monitoring/reporting on small (less than 5 acres) to large (125 acres) native landscape revegetation projects. These projects have included coastal and inland sage scrub, alkali wetland scrub, chaparral, oak woodland, sycamore alluvial woodland, riversidian alluvial sage scrub, willow woodland, mule fat scrub and native grassland. Our project history includes major mitigation programs for controversial public projects as well as smaller private projects. We understand the critical need to conduct timely and appropriate maintenance for the first couple of years to ensure plants out compete weeds. Some of our projects have won awards or obtained special recognition in the professional community, such as our Siphon Mitigation Site, a 125-acre coastal sage scrub community as part of the environmental clearance for the State Route 241 tollway in northern Orange County.

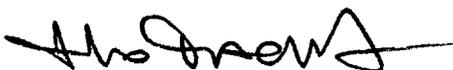
Most of our native planting programs are in response to mitigation needs resulting from compliance with the California Environmental Quality Act (CEQA), the California Fish and Game Code (Section 1601), the Clean Water Act (Section 404) or the Endangered Species Act (Section 7, 10). As a result we are thoroughly familiar with post construction performance monitoring to document the success of the site for ultimate "buy off" by the resource agencies.

I am pleased to be designated as Project Manager for this project and will be the County's point of contact. I have over 12 years of experience in the field of natural resources management and mitigation planning in Southern California. I have also designed, managed and supervised the installation of complex restoration programs including wetlands, coastal sage scrub, riparian woodland, native grassland, oak woodland, and vernal pools. In the field of wildlife, I specialize in the study and monitoring of sensitive species including birds, reptiles and amphibians. I am located at 8954 Rio San Diego Drive, San Diego, CA 92115 and can be reached at (619) 291-1475 or via e-mail at [Tito.Marchant@pdconsultants.com](mailto:Tito.Marchant@pdconsultants.com).

We look forward to the opportunity of working with you. If you have any questions or require further clarification, please do not hesitate to call me.

Respectfully submitted,

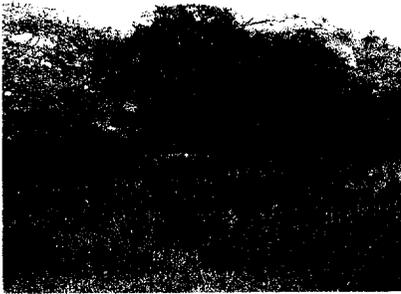
**ECOSYSTEMS RESTORATION ASSOCIATES**  
*A Division of P&D Consultants, Inc.*



Tito Alejandro Marchant  
Managing Principal



## **Section 2—Firm's Capabilities**



## Section 2.0— Firm's Capabilities

### 2.1 Background and Experience

Communities are placing greater emphasis than ever before on striking a balance that compensates for the loss of native habitats while allowing for compatible uses of open space. To meet this concern, **EcoSystems Restoration Associates (ERA)**, a division of P&D Consultants, Inc. (P&D) provides ecological restoration and natural resources management that enhance and create functional and self-sustainable environments – including habitats for threatened and endangered species – emulating natural processes and returning the land to its natural trajectory.

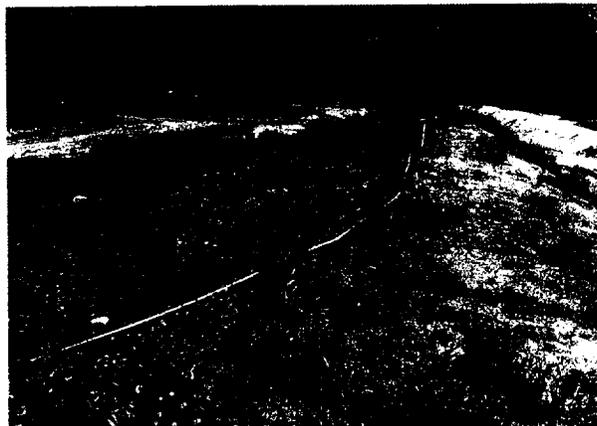
Since the early 1970s, the employee-owned corporation of P&D Consultants, Inc. (P&D) has conducted restoration planning and installation, biological surveys, wetlands delineations, permitting and performance monitoring, government services and land development consulting services. P&D has Urban Planning & Environmental, Government Services and Community Infrastructure divisions. ERA, which falls into the Urban Planning and Environmental division, was established to support native habitat management and restoration because of our specialized expertise in these areas. In the aggregate, P&D has 240 employees in Orange (Corporate Office), San Diego, Pasadena, Camarillo, Ontario and Sacramento, California; Las Vegas, Nevada; Dallas, Texas; and Oak Brook, Illinois. P&D has maintained its financial security during this period as well. Annual revenues for P&D in the last five years have steadily increased to nearly \$30 million. Furthermore, as an AECOM Technologies Company (the parent holding company), P&D is a member company of a \$2.5 billion organization. AECOM ranks in the top 3 of industry publication Engineering News Record in several categories including Environmental and Transportation. We are an Equal Opportunity Employer which is demonstrated by these statistics: forty five percent (45%) of our employees are minority and twenty eight percent (28%) are women.

ERA provides natural resources management, land use planning and regulatory compliance services. ERA has a substantial record in the management, restoration and preservation of sustainable native plant communities. We have prepared habitat management plans, conceptual restoration plans, completed final design, and conducted native habitat installation, maintenance, and monitoring/reporting on small (less-than-5-acre) to large (125-acre) native landscape revegetation projects. These projects have included salt and freshwater marshes, maritime chaparral, alkali wetland scrub, coastal and inland sage scrub, chaparral, oak woodland, sycamore alluvial woodland, riversidian alluvial sage scrub, riparian willow woodland, mule fat scrub, and native grassland. Our team consists of environmental scientists, restoration ecologists, wildlife biologists, botanists, and landscape architects.

### Project Experience

#### Thompson Creek Dam Restoration Program — Los Angeles, CA

EcoSystems Restoration Associates is providing "turnkey" restoration services to the Los Angeles County Department of Public Works with the Thompson Creek Dam Restoration Project. The scope of work includes the design, implementation, maintenance and monitoring of a 12-acre erosion control basin, and a 2-acre coastal sage



scrub/chaparral habitat. ERA developed and is now implementing a weed management and eradication program. Planting and installation of a temporary irrigation system was completed in December 2002. We continue to monitor and maintain the restoration areas including weed management, native plant health and irrigation.

### **San Miguel Habitat Management Area — Southern CA**

ERA is providing restoration services to the Otay Water District for the San Miguel Habitat Management Area including the creation of a 14-acre native grassland, restoration of 12 acres of coastal sage scrub to enhance habitat for resident coastal California gnatcatcher, creation and enhancement of 2 acres of freshwater marsh and riparian scrub to enhance habitat for resident least Bell's vireo, and creation of habitat for the Quino checkerspot butterfly. ERA is currently maintaining the approximately 200 acres Habitat Management Area and has developed a weed management program and are providing maintenance and enhancement for 12 artificial burrows created for burrowing owls.



### **Bear Creek Riparian Restoration — Murrieta, CA**



ERA is providing restoration services to the Bear Creek Golf Club. The scope of work includes the establishment of riparian woodland, riparian scrub, and oak woodland in a 3-acre area along Bear Creek. We have developed a weed management and eradication program that commenced during summer 2002. Site preparation and planting was conducted in fall 2002. ERA's experienced restoration staff prepared the site for planting, installed the revegetation program, is providing adequate irrigation, monitoring the progress of these efforts and maintaining all revegetation areas to assure that the requirements set forth in the mitigation and revegetation plan are met throughout the five year program. 2002.

### **Peters Canyon Regional Park Restoration Project — Orange, CA**

EcoSystems Restoration Associates (ERA) is performing restoration services for the Peters Canyon Regional Park in the City of Orange, Orange County, CA. The area supports a large diversity of sensitive plants and animal species some of which are classified by USFWS and CDFG as threatened and/or endangered. Due to the development of multiple projects, the park was dedicated as mitigation. The purpose of the mitigation program described by this plan is to provide compensatory mitigation to replace the habitat acreage and wetland functions and values to be impacted by the installation of four drainage channels by the County.

The study includes the creation of approximately 3.2 acres of wetland and riparian vegetation. In addition, a performance monitoring plan has been established which incorporates and quantitative monitoring,



performance criteria, monthly and yearly reporting requirements as specified by ACOE and CDFG. ERA is comprised of a diverse team of engineers, botanists, marine and aquatic biologists, and wildlife biologists which serves as a valuable asset to the project site. Our experience with native habitat restoration and biological evaluations allows us to maximize the efforts to restore and maintain the enhancement area of Peters Canyon Regional Park.

The park a 354-acre park composed of coastal sage scrub, riparian, freshwater marsh and grassland vegetation types. This includes the 55-acre Upper Peters Canyon Reservoir and Peters Canyon Creek. The proposed habitat creation site was determined to be suitable based on the existing topography, hydrology, and close proximity to the impacted area. Peters Canyon Creek flows along the western boundary of the site after flowing out of the Peters Canyon Reservoir. Currently, the creek is somewhat detached from its flood plain since it runs through a deep channel. This limits the area in which riparian vegetation can grow.

The Restoration Plan emphasizes enhancement of habitat for the threatened California gnatcatcher and the endangered least Bell's vireo. Specific tasks designed to achieve the project objectives are (1) site preparation and assessment, (2) weed abatement and control, (3) minor grading, (4) native plant installation, imprinting, and seeding, and (5) maintenance and monitoring.

**Kinder Morgan/Camp Pendleton Native Grassland Restoration — San Diego County, CA**

ERA is providing restoration services to AMEC Earth and Environmental for a 25-mile pipeline within the United States Marine Corps Camp Pendleton. The scope of work includes the seeding of over 30 acres, using the land-imprinting method, with a native grassland seed palette, restoration of 2 acres of riparian habitat along the San Mateo River and the development and implementation of a weed control program for over 60 acres of native grassland, coastal sage scrub, riparian and oak woodland. Imprinting was completed in Winter 2002. ERA continued to maintain the pipeline throughout 2004 maintenance contract.



**Johnson Ranch Restoration Study — Riverside, CA**

ERA is providing the District implementation, maintenance, data collection and analysis of this study which is designed to identify the most practical method(s) of restoring the Johnson Ranch property to native Riverside sage scrub (RSS) habitat. The study includes two (2) planting methods and three (3) soil treatments, plus controls, in a randomized block design in two locations of the 700-acre Johnson Ranch. Study plots will be established during Fall 2003. ERA will develop a set of restoration recommendations, including cost estimates, based on the study results.

**Siphon Reservoir Ridge Preservation and Revegetation — Orange County, CA**

The Siphon Reservoir/Ridge Restoration Program was developed to mitigate for habitat loss due to construction of the Eastern Transportation Corridor (ETC). Mitigation included the preservation of 135 acres of existing coastal sage scrub (CSS) – 74 acres along Siphon Ridge, 37 acres southwest of Siphon Reservoir and 24 acres



north of the reservoir near Bee Canyon Access Road — and the restoration of 112 acres of former citrus orchard to CSS.

P&D authored the design for the duff placement at Siphon and monitored installation in the fall of 1994 and winter of 1995. The seed mixes and container plant palettes were very similar to those to be used for the Thompson Creek Dam revegetation program. P&D conducted implementation, maintenance, and performance monitoring of the revegetation site, which included collection of transect and quadrat data and the preparation of annual reports. Our background of the site, coupled with our understanding of the terms and conditions in the Biological Opinion, assisted the Transportation Corridor Agencies (TCA) in achieving buy off from the resource agencies.

### **Tucalota Creek Coastal Sage Scrub and Riparian Revegetation Program — Riverside County, CA**

P&D is in its fourth year of monitoring a 3.4-acre coastal sage scrub and willow riparian revegetation project in western Riverside County. This project served as mitigation for impacts to waters of the United States associated with improvements to Tucalota Creek conducted by Pulte Home Corporation. P&D provided the revegetation site design, construction documents and specifications for this project. The seed mixes and container plant palettes included many of the same species that are included in the Thompson Creek Dam revegetation program. P&D has also conducted performance monitoring of the revegetation site, including annual site inspections for site erosion, siltation or drainage problems, irrigation system problems, weed infestation, plant mortality, or other problems that may adversely affect the progress of the program. In addition, P&D has conducted annual qualitative and quantitative sampling using quadrats and transects, and has prepared annual reports documenting the progress of the revegetation site towards meeting performance standards established in the California Department of Fish and Game (CDFG) 1601 Agreement and Department of the Army permit. These standards include 80% survival of all trees and shrubs, and height of western sycamore (13 feet), Fremont cottonwood (20 feet), arroyo and red willows (9 feet) and black willow (18 feet) trees. P&D also collected data on percent cover, seedling density, and wildlife use of the mitigation site. In its fourth year following installation, the site has met its percent survival, height of sycamore and cottonwood performance standards. The absolute native percent cover exceeds 100 percent in both plant communities. The willow tree height standards are anticipated to be met in 2002.



### **Limestone Mitigation Site — Orange County, CA**

P&D prepared a conceptual biological mitigation plan to restore a sand and gravel site adjacent to Santiago Creek as the Limestone Mitigation Site (LMS). The LMS included 50 acres of degraded alluvial floodplain with some existing riparian and upland habitat located within Limestone Regional Park. The restoration program involved the establishment of 2.6 acres of willow woodland, 7.5 acres of sycamore/elderberry woodland, 14.3 acres of oak woodland, 7.5 acres of floodplain sage scrub and 2.7 acres of mule fat scrub. Site installation using seed and container plant palettes similar to those to be used for the Thompson Creek Dam revegetation program was conducted in 1995 and 1996. Monthly qualitative and annual quantitative sampling of the revegetation site were conducted, including an assessment of percent tree canopy cover, tree height, tree density, tree survival and use of the mitigation site by wildlife. Line intercept and belt transect sampling were conducted to assess the performance of the revegetation site relative to performance standards.

### **Puente Hills Landfill Restoration Program — Puente Hills, CA**

P&D Environmental assisted the Sanitation Districts of Los Angeles County Solid Waste Management Department in implementing mitigation measures associated with the landfill waste management facilities at the Puente Hills Landfill. The project was in response to a Conditional Use Permit requiring development of 8.5 acres of native oak woodland understory and a CDFG Streambed Alteration Agreement requiring enhancement and creation of four acres of on-site willow/mule fat riparian

habitat. Suitable revegetation sites were agreed upon with the resource agencies (i.e., the CDFG, ACOE and United States Fish and Wildlife Service (USFWS)).

P&D's responsibilities for the restoration program included development of the restoration plans and the inspection/oversight of all aspects of construction, planting, maintenance, and monitoring. P&D prepared draft and final concept plans for both riparian and upland programs; attended meetings with the resource agencies; prepared construction drawings and specifications; assisted in securing the necessary amount and type of native plant materials; provided construction observations support for implementation; provided site inspection services; prepared monthly, quarterly and annual mitigation monitoring reports; prepared maintenance and training manuals, and oversaw maintenance crews.



### **Ladera Ranch and Antonio Parkway Extension — San Juan Capistrano, CA**

Mr. Marchant revised the restoration plan, supervised its implementation, conducted the monitoring and report preparation, managed the project budget and coordinated the interactions with the corresponding regulatory agencies. The project presented many challenges and difficulties, including almost complete dominance of weedy species, compacted and disturbed soils and insufficient irrigation. Methodologies were periodically adjusted to reflect the dynamics of each site. This project required close monitoring and adaptive management of weed control and planting techniques.

### **Frank R. Bowerman Landfill Permitting, Mitigation and Construction Monitoring — Irvine, CA**



P&D completed a mitigation monitoring and maintenance program for biological resources consistent with requirements established in the Section 404 Dredge and Fill Permit, and 1601 Streambed Alteration Agreement and 401 Water Quality Certificate for the Frank R. Bowerman (FRB) Landfill in Orange County. P&D conducted the program for the County of Orange Integrated Waste Management Department.

As mitigation for impacts to native plant communities, a revegetation program was developed by P&D onsite at the FRB landfill and offsite at Irvine Park. This program included 17 acres of sycamore woodland, willow/cottonwood woodland, CSS, mule fat scrub and native grassland. The revegetation effort included seed mixes and container plant palettes similar to those for the Thompson Creek Dam revegetation program. The performance standards for the site included 80% survival of planted trees and shrubs and tree height requirements for western sycamore (15 feet), coast live oak (6 feet), fremont cottonwood (20 feet) and willows (12 feet). Monthly to quarterly maintenance monitoring and annual quantitative sampling of the revegetation sites were conducted for five years following installation (1992-1996) and included the use of quadrats, line-intercept transects and belt transects. The site met its performance standards after five years and received buy off from the resource agencies (ACOE, CDFG).

P&D also conducted three years (1998-2000) of performance monitoring for a two-acre sycamore woodland, oak woodland, coastal sage scrub and mule fat scrub revegetation program. This program was implemented following impacts to native plant communities from the installation of a concrete-lined channel at FRB landfill. P&D prepared and implemented the conceptual restoration plan. The performance standards were the same as those listed above and the site was making good progress towards meeting those standards when P&D completed its monitoring.

### **Inland Feeder Pipeline Upland and Riparian Revegetation Program — San Bernardino County, CA**



P&D prepared the EIR/EA for the Metropolitan Water District's (Metropolitan's) Inland Feeder pipeline project. This project provides new conveyance for water resources in San Bernardino and Riverside Counties and includes an approximately 12-foot diameter, 43-mile water conveyance facility.

P&D was responsible for all project management activities including directing and coordinating the biological and cultural resources, subconsultants, and coordinating with Metropolitan planning, engineering and environmental services staff.

P&D prepared conceptual revegetation plans for over 200 acres of upland and riparian plant communities, conducted construction monitoring and is currently conducting performance monitoring of the revegetation sites to ensure compliance with the performance standards required by the resource agencies. The revegetation program includes 155 acres of Riversidian alluvial fan sage scrub (RAFSS), 34 acres of Riversidian sage scrub (RSS), 3.2 acres of chaparral and 13 acres of alkali scrub/playa.

In 1999 and 2000, 26.6 acres of RSS, 13.3 acres of RAFSS, 3.2 acres of chaparral and 13 acres of alkali scrub/playa were hydroseeded or imprinted. A portion of the alkali scrub/playa revegetation site (2.6 acres) has to meet performance standards required by the United States Fish and Wildlife Service (USFWS), including at least 40% absolute native cover represented by five dominant and codominant species, less than 20% absolute non-native cover and the presence of San Jacinto Valley crownscale. An additional 5.4 acres of alkali scrub/playa have to meet performance standards specified in a CDFG 1601 Agreement, including 75% absolute native cover and less than 20% relative cover of non-native in each vegetation layer. The revegetation sites should meet these performance standards within five years of installation. In 2001, an additional 27.1 acres of RAFSS and 8.3 acres of RSS were hydroseeded within the Santa Ana River crossing of the pipeline, which traverses habitat for the San Bernardino Merriam's kangaroo rat (SBKR), Santa Ana River woollystar and slender-horned spineflower. The areas occupied by SBKR prior to construction have to meet performance standards of at least 30% absolute native cover and less than 20 percent absolute non-native cover after five years.

### **Irvine Ranch Water District Zone 9 Reservoir and Transmission Main Revegetation Project — Irvine, CA**

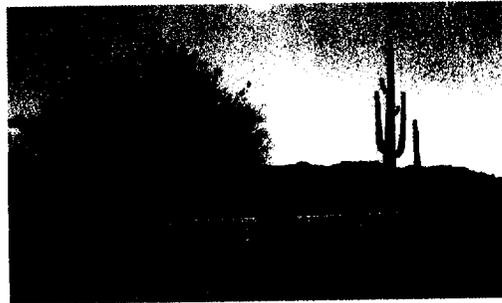
The Irvine Ranch Water District (IRWD) constructed a reservoir and transmission main in the northern part of Whiting Ranch Regional Park in Orange County. The grading of the reservoir resulted in the elimination of 0.75 acre of CSS within the Natural Community Conservation Planning (NCCP) Program for IRWD. The adopted NCCP program required IRWD to provide off-site revegetation of 0.75 acre within the Park that was dominated by non-natives. In addition, IRWD was responsible for maintenance and enhancement of a separate 0.5 acre of disturbed CSS. P&D prepared an interim habitat loss mitigation plan for these impacts. This plan included planting methods, performance standards and recommendations for weed control, a temporary irrigation system, maintenance and monitoring.



The performance standards for the revegetation site included 70% native groundcover and less than 25% cover of non-natives at the end of two years. P&D monitored site preparation and seeding beginning in early 1996. The CSS seed mix was handbroadcast on the 0.75-acre site and straw wattles were installed to provide erosion control. P&D conducted quarterly maintenance monitoring during the first two years following installation. Annual quantitative performance monitoring was conducted in the spring of 1997 and 1998, including collection of data along seven 15-meter line-intercept transects, five in the 0.75-acre revegetation area and two in the 0.5-acre enhancement area. The site met its performance standards in 1998.

### **Caltrans Native Grass Evaluation Pilot Revegetation Program — Sacramento, CA**

P&D is currently involved in the development of a native grass research and test program that will produce self-sustaining native grasses and annual plants that will need little to no maintenance and virtually no herbicide applications to completely establish themselves. This study includes the research, installation, and monitoring of these test sites statewide and the collection of data to determine performance efficiency. Numerous organizations, including universities, native plant nurseries, seed companies, herbicide application companies and experts on native plants have been consulted to assist in the selection of seed mixes and site design. P&D will install five test sites in January and February 2002, including sites in San Luis Obispo, Monterey, Fresno, San Bernardino and Placer Counties. This program will take an adaptive management approach toward the use of native plants in the roadside environment. The site will be installed with a variety of seeding methods (hydroseeding, land imprinting and drill seeding) and will also test the use of grass plugs, sod, mulch and mycorrhizae. Additional test sites in different locations will be added. The program is anticipated to last from three to five years and will provide recommendations to Caltrans district managers on the best species, installation methods and maintenance program to use for the area under their jurisdiction.



### **Midbayfront Brackish Marsh Mitigation — Chula Vista, CA**

This 100-acre ongoing project is located adjacent to the San Diego Bay. Initial activities will include weed abatement, collection of seeds from existing emergent and brackish marsh vegetation, transplantation and subsequent propagation of sensitive brackish marsh plants. Future tasks will include the design of a succulent maritime scrub buffer area that will include sensitive species such as cane cholla, dudleya spp., and San Diego barrel cactus. An enhancement and restoration plant will also be designed for an adjacent salt marsh area, which will provide additional habitat to the sensitive Belding Savannah's sparrow and salt marsh skipper known to be present onsite.

### **Shea Homes Riparian and Wetlands Mitigation — Orange Crest, CA**

Mr. Marchant, while running his own restoration firm, was subcontracted by MBA to provide management and implementation of a 1-acre riparian woodland and 0.1-acre detention basin. The project included site preparation, planting of containers and seed material. Approximately 700 one-gallon plants were planted along an intermittent creek. The upland slopes adjacent to the creek were seeded with a coastal sage scrub mix, which was hand broadcast. Approximately 500 willow and mule fat cuttings were also collected and subsequently planted.

### **Hollywood Reservoir Water Quality Improvement Project — Hollywood, CA**

Mr. Marchant, while running his own restoration firm, was subcontracted by MBA to provide services associated with this contract. The project involved a mitigation program covering 50-acres for impacts to coast live oaks, riparian and sage scrub habitats associated with the construction of two underground water tanks in the Hollywood Hills. Services included mitigation monitoring, negotiations with the contractor and DWP on plan revisions, assessment of the health of selected mature oak trees, and direction to maintenance personnel. All coastal sage scrub species were hydroseeded and provided with irrigation. Coast live oaks and riparian tree species were planted using container material. Understory species for this plant community included shrubs, grasses, and forbs, all of which were hand seeded.

### **Central Avenue Bridge Replacement — San Diego County, CA**

The Central Avenue Bridge over the Sweetwater River was replaced to allow unimpeded water flow during storm events. P&D monitored staking of the Area of Potential Effect (APE), as defined and determined by the County, to insure correct boundary

placement. This was especially important where the project encroached on the existing Caltrans mitigation site for SR 125/54. P&D directed the relocation of three mature willow trees and the salvage and eventual replacement of nine willows planted in the Caltrans mitigation area. P&D was responsible to insure that the Caltrans mitigation plans were followed in the Caltrans site restoration. P&D is responsible for overseeing and subsequent monitoring of the project area in accordance with CDFG and ACOE Agreements.

### **Spring Valley Sewer Outfall Mitigation Project — San Diego County, CA**

P&D is revising a previously designed project. P&D suggested significant changes that will increase the probability of meeting the project's success criteria. P&D directed the relocation of some planting and seeding locations and provided for restoration in areas appropriate for the coastal sage scrub habitat being developed. P&D is responsible for monitoring the ongoing restoration effort and suggesting further improvements if necessary.

### **Kitchen Creek Bridge Replacement — San Diego County, CA**

P&D assumed the planning and monitoring responsibility for a natural habitats restoration project. The previous plan, designed by others, used a generic seed mix for both upland and riparian habitats. P&D developed appropriate seed mixes and planting plans for riparian and upland habitats disturbed in the course of the bridge replacement project. Upland seed mixes were designed to provide erosion control adjacent to the road and bridge abutments. The riparian planting plan provides restoration of locally appropriate riparian habitat.

### **Dehesa Road Culvert Replacement — San Diego County, CA**

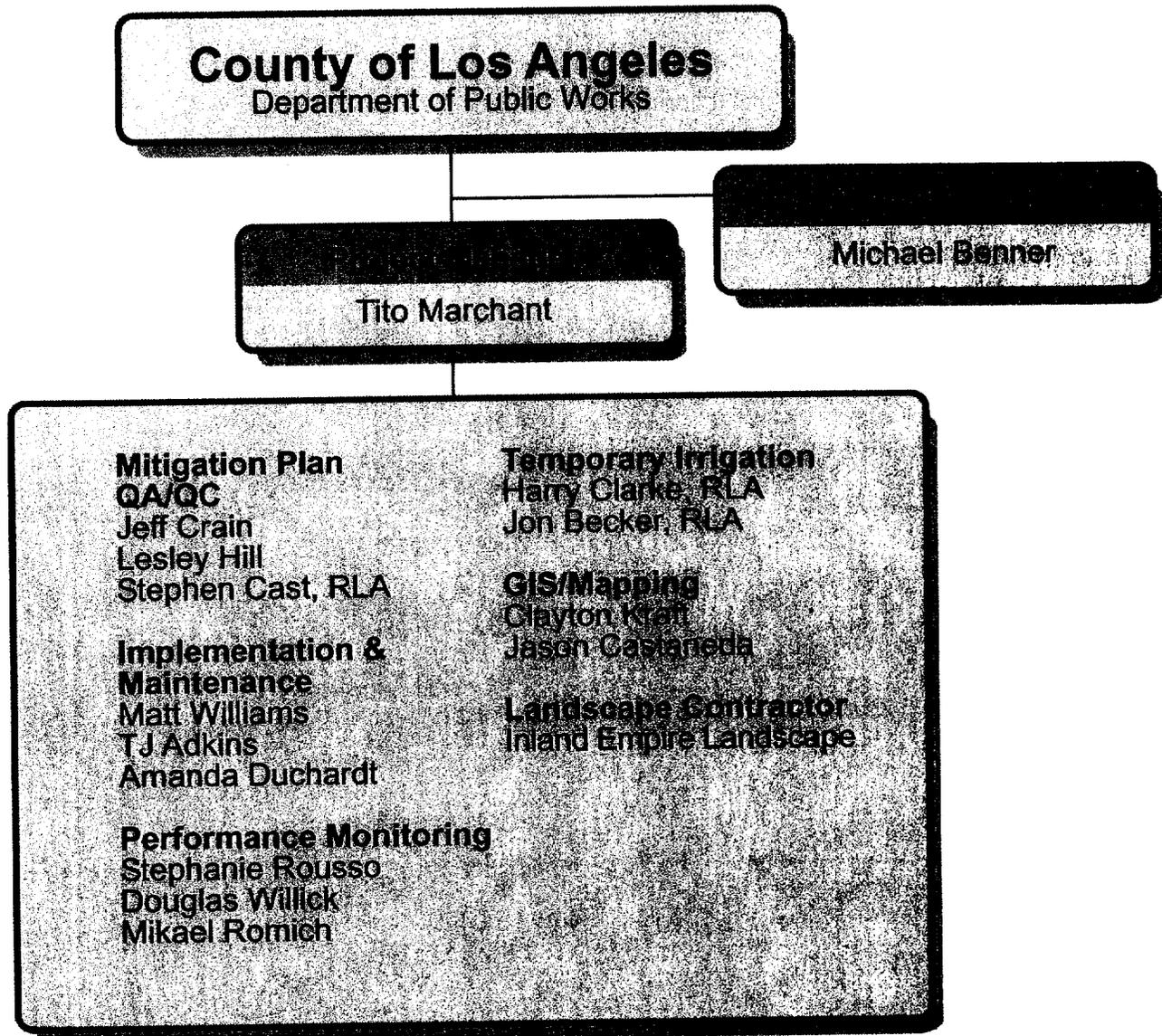
The replacement of a deteriorated culvert, which conveys the north fork of the Sweetwater River under Dehesa Road, required a focused biological studies and permit requirement evaluation. Because the site is surrounded by coastal sage scrub habitat, a coastal sage scrub habitat evaluation/delineation was required. California gnatcatcher surveys were conducted, and a wetland/jurisdictional waters delineation was performed. The studies resulted in a Negative Declaration being produced for the project and the acquisition of a Nationwide Permit from the ACOE.

## **2.2 Organization**

The following *Organizational Chart* provides a graphic depiction of the Project Team by area of responsibility and the structure of the design entities. Complete résumés can be found in Sections 2.3 and 2.4. All work will be performed at our San Diego and Orange offices.

Our team has thoroughly reviewed Whittier Narrows Mitigation Site, we have visited the different segments of the area such that we have an excellent understanding of the challenges and opportunities the project presents. Mr. Marchant will serve as the Project Manager and primary day-to-day contact for the mitigation project. In this capacity, he will be responsible for coordinating all tasks related to completion of the project; overseeing document preparation; maintaining the project schedule; directing all necessary research; analyzing impacts; resolving potential issues; and providing quality control. Mr. Benner will serve as the Project Director of the Whittier Narrows Mitigation Site project. In this capacity, he will be responsible for overall project direction and quality control.

Joining ERA's team of mitigation plan, implementation & maintenance, performance monitoring, temporary irrigation, and GIS/Mapping specialists, is the landscape contracting service of Inland Empire Landscape. Inland Empire Landscape, is a small, minority owned firm. This team is dedicated to developing construction plans and specifications, responding to the environmental regulatory requirements and to preparing a mitigation plan.



## 2.3 Principals

### Tito Marchant —Project Manager

#### Credentials

Graduate Program, Ecology and Evolutionary Biology, University of California, Irvine  
B.Sc., Biological Sciences, (concentration in Ecology and Environmental Biology), University of California, Irvine  
10(a) recovery/survey permits for the Quino checkerspot butterfly, Coastal California Gnatcatcher, fairy shrimp species occurring in southern California (PRT# TE0075810). Delhi Sands Flower Loving Fly and El Segundo Blue Butterfly permit is in process.  
Society for Ecological Restoration (SER/SERCAL)  
California Native Plant Society  
California Exotic Pest Plant Council

Society for Conservation Biology  
California Native Grass Association

### **Experience**

Mr. Marchant has 12 years of experience in the field of natural resources management. He has designed, managed and supervised of complex restoration projects including wetlands, coastal sage scrub, riparian woodland, native grassland, oak woodland and vernal pools. Restoration projects that he has managed include the Antonio Parkway Extension Restoration Program for the County of Orange Department of Public Facilities (Orange County), Thompson Creek Dam Restoration Project for the County of Los Angeles Department of Public Works (Claremont, Los Angeles County), Bear Creek Riparian Restoration for the Bear Creek Gold Course (Riverside County) and the San Miguel Restoration Program for the Otay Water District (San Diego County), to name a few. Mr. Marchant's adaptive management of restoration projects is based on a hands-on, proactive approach to ensure timely attainment of required standards and the meeting of budgetary goals. His understanding of natural and constructed wetlands, invasive plant ecology, native communities, their restoration needs, and the interactions between wildlife and their habitats, makes him ideally suited for the successfully managing complex restoration projects. In the field of wildlife, Mr. Marchant has specialized in the study and monitoring of sensitive species including birds, reptiles and amphibians. He regularly conducts ornithological surveys including raptors and other sensitive birds. He is also experienced in wetland delineation and quantitative monitoring; design and maintenance of wetland restoration areas; performing habitat characterizations and vegetation mapping; and wetland permitting/annual reporting consistent with the Army Corps of Engineers and Department of Fish and Game regulatory programs. Mr. Marchant has extensive experience regarding Section 7/10(a) and 4(d) Consultation, as well as other Endangered Species Act legislation/policies and environmental clearance.

**Thompson Creek Dam Restoration Project, Los Angeles, CA.** As project manager, Mr. Marchant provided "turnkey" restoration services to the Los Angeles County Department of Public Works with the Thompson Creek Dam Restoration Project. The scope of work includes the design, implementation, maintenance and monitoring of a 12-acre erosion control basin, and a 2-acre coastal sage scrub/chaparral habitat. He developed a weed management and eradication program that commenced during late summer 2002. Site preparation and planting commenced during Fall 2002.

San Miguel Habitat Land Management Plan, CA. As the project manager, Mr. Marchant is overseeing the complex implementation of this restoration program for the Otay Water District. The main goal of this project is to create and enhance and manage habitat for sensitive species thus increasing the value of this site which serve as a Mitigation Bank for the Otay Water District. ERA tasks include the creation of a 14-acre native grassland to provide habitat for Burrowing owls, restoration of 12 acres of coastal sage scrub to enhance habitat for resident coastal California gnatcatcher, creation and enhancement of 2 acres of freshwater marsh and riparian scrub to enhance habitat for resident least Bell's vireo, and creation of habitat for the Quino checkerspot butterfly. The project also includes the hydroseeding of an adjacent trail with a native erosion control seed mix. In addition, ERA is maintaining the approximately 200 acre Habitat Management Area, has developed and is implementing an Integrated Pest Management program to eradicate the many invasive plant species that once dominated many areas of the site and is providing maintenance and enhancement for 12 artificial burrows created for burrowing owls. The freshwater marsh and riparian scrub creation enhancement area included design, micro grading, planting and installation of a temporary irrigation system.

**Bear Creek Riparian Restoration, Murrieta, CA.** Mr. Marchant, as project manager, is providing restoration services to the Bear Creek Golf Club. The scope of work includes the establishment of riparian woodland, riparian scrub, and oak woodland in a 3-acre area along Bear Creek. He has developed a weed management and eradication program that commenced during late summer 2002. Site preparation and planting is scheduled to begin in fall 2002. ERA's experienced restoration staff will prepare the site for planting, install the revegetation program, provide adequate irrigation schedule, monitor the progress of these efforts and maintain all revegetation areas to assure that the requirements set forth in the mitigation and revegetation plan are met throughout the five year program.

**Alternatives to Mitigate Natural Community Conservation Plan (NCCP) Habitat, CA.** As project manager, Mr. Marchant is assessing and determining alternatives to mitigate NCCP habitat associated with future planned improvements at Frank R. Bowerman (FRB) Landfill for the County of Orange Integrated Waste Management Department (IWMD). The purpose of the project is to provide the County with alternatives for mitigating impacts to coastal sage scrub and sensitive species covered

under the Central and Coastal Subregion Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP) and that may be affected by future expansion efforts at the FRB Landfill. Mr. Marchant is responsible for the feasibility analysis of each alternative, developing screening criteria and for developing recommendations base on the cost-benefit analysis of each alternative. He is also responsible for the implementation and review of sensitive species surveys and biological assessment of the study area.

**Ladera Ranch and Antonio Parkway Extension Restoration Program, San Juan Capistrano, CA.** As project manager, Mr. Marchant, while with another organization, revised the restoration plan, supervised its implementation, conducted the monitoring and report preparation, managed the project budget and coordinated the interactions with the corresponding regulatory agencies. Plant communities restored and created included seasonal ponds, vernal pools, riparian scrub, riparian woodland, oak woodland, coastal sage scrub, and native grassland. Total restoration area was approximately 65 acres along Chiquita Ridge, Orange County. The project presented many challenges and difficulties, including almost complete dominance of weedy species, compacted and disturbed soils and insufficient irrigation.

### **Michael Benner — Project Director**

#### **Credentials**

1979, M.S., Environmental Studies, California State University, Fullerton  
1976, B.A., Terrestrial Ecology, California State University, Fullerton  
Association of Environmental Professionals

#### **Experience**

Mr. Benner has more than 25 years experience in all aspects of resources management, environmental planning and mitigation monitoring, and is a specialist in terrestrial ecology, biotic habitat analysis and threatened endangered species throughout southern California. Mr. Benner's experience includes a comprehensive array of responsibilities, including project management of California Environmental Quality Act (CEQA) and National Environmental Policy act (NEPA) documentation, oversight of surveys, identification of reasonable mitigation plans for significant adverse impacts, resource agency negotiations and implementation of tasks associated with mitigation. Mitigation implementation has included oversight of construction documents/specifications, assistance in selecting native plant nurseries and installation contractors, and follow-up mitigation monitoring and reporting. His experience includes serving as the Project Manager for the EIR/EIS and biological mitigation plans for the 23-mile Eastern Transportation Corridor; Principal-in-Charge for the South Orange County Transportation Infrastructure Improvement Program; Project Manager for habitat replacement strategies, EIR preparation and mitigation monitoring for Metropolitan's 43-mile long Inland Feeder pipeline; Project Manager for the EIR, mitigation plans, construction documents and monitoring of the Frank R. Bowerman Landfill; and Project Manager for the MCAS El Toro Community Reuse Plan EIR.

**Metropolitan Water District of Southern California, Inland Feeder Project EIR/EA and Project Construction/Mitigation Monitoring and Reporting, CA.** Project Manager and principal biologist on the 43-mile Inland Feeder Project, in support of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). A total of five water pipeline (12-foot diameter) alternative alignments were evaluated to convey State Water project water from the Devil Canyon afterbay in San Bernardino County to the San Diego Canal in western Riverside County. Metropolitan was the lead agency on the EIR and the United States Forest Service was the lead agency on the Environmental Assessment (EA). Five alignments traversed 150 miles of rugged mountains, foothills, urban areas, farmland and low-lying floodplains. Major issues included biological resources, cultural resources, infrastructure/utility displacement, seismicity, water quality, landform alteration, cumulative and growth inducing impacts. Mr. Benner is currently serving as Project Manager on the mitigation monitoring program for this \$1 billion dollar construction project which includes cut-and-cover trench, extensive tunneling (i.e., boring machine) and a number of staging areas and spoil sites. The work program includes project management, input into final design, preparation of EIR Addenda/Supplements, Biological Assessments for listed species, pre-construction surveys, construction crew training, cultural resource testing programs/buried site testing, Native American coordination, support for civil engineering, paleontological monitoring and treatment, seed collection, revegetation/restoration and all inclusive construction/mitigation and performance monitoring and reporting. The P&D Project Team is on 24-hour notice, seven days a week to respond to environmental issues

impacting construction. This 36 month environmental process culminated with EIR certification in February 1993. Final design began in 1994 and construction is anticipated to be completed in 2008.

**Natural Community Conservation Plan/Mitigation Alternatives, Orange County, CA.** Project Manager for the assessment of alternatives to mitigate coastal sage scrub impacts from the implementation of the Frank R. Bowerman Landfill Master Plan. The alternatives analyses will include restoration, enhancement, compensation and mitigation banking options for consideration within the County of Orange Natural Community Conservation Plan (NCCP) reserve. Specific disciplines assigned to the contract include biologists, economists, attorneys, regulatory specialists and restoration architects. This milestone project in the County will provide a premise for future minor amendments to the NCCP and landfill operations. Coordination with the Nature Reserve of Orange County, United States Fish and Wildlife Service and various departments within the County, including Integrated Waste Management Department will be required.

**Transportation Corridor Agencies, Eastern Transportation Corridor Various Mitigation Plans, Permitting and Design Functions, Orange County, CA.** Project Manager for the Biological Mitigation Program for the Eastern Transportation Corridor. As part of this program, Mr. Benner was responsible for the preparation of the Wetland and Streambed Resources Mitigation Plan for the Limestone Mitigation Site and assisted the F/ETC Agency with mitigation negotiations. Mr. Benner was also involved in the preparation of the Section 404 application, 404 (b)1 Alternatives Analysis, 1601 Streambed Alteration Agreement and 401 Water Quality Certificate. Mr. Benner also worked on the wetland and jurisdictional streambed delineation and conducted the site selection study for the Limestone Mitigation Site. Mr. Benner also assisted in the selection of the Siphon Mitigation Site for coastal sage scrub and California gnatcatcher impacts. This effort also included the preparation of the Biological Assessment documents, Conservation Plans, detailed construction documentation (plans, complete technical specifications and general provisions) for the Siphon Mitigation Site and extensive management of a multidisciplinary environmental/engineering team. Mr. Benner was present during the negotiations that surrounded the preparation of the Biological Opinion and provided support to Agency staff on an on-call basis.

**East Branch Extension-Phase II Project EIR/EIS, San Bernardino County, CA.** Project Director for the NEPA/CEQA environmental documentation compliance and implementation for the East Branch Extension-Phase II Project. This project is being administered by the State Department of Water Resources. The project includes several water conveyance facility alignments, including the crossing of the Santa Ana River. The permitting and mitigation/compensation program associated with crossing the Santa Ana River and the challenges associated with stockpiling, trenching, backfilling and respreading of riverine deposits and the ultimately utility to San Bernardino kangaroo rat burrowing is very important. This crossing includes endangered species and their habitat, complex hydrology and geology and the potential for important cultural resource findings. This environmental documentation will include compliance with the National Environmental Policy Act, California Environmental Quality Act, Clean Water Act, and Endangered Species Act and will require extensive mitigation monitoring and reporting. Integrated Waste Management Department (IWMD), the lead agency, continues to track the permitting process.

**Regional Landfill Options for Orange County (RELOOC) EIR, CA.** Principal-in-Charge and environmental analyst for the RELOOC project environmental documentation. Primary responsibilities included the environmental evaluation of the Phase One RELOOC options that included two new landfill sites, the maximization of existing landfill capacity and transporting waste out of County by rail or truck to other landfills in Riverside or San Bernardino Counties. The evaluation included consideration of the existing land use entitlements already in the landfill footprints and the potential need to strategize a land swap to credit the Natural Community Conservation Plan (NCCP) Reserve if a landfill was implemented within the Reserve area. This extensive program includes a vision for solid waste management in Orange County for the next 40 years. The evaluation included all environmental parameters including the use of a Goal Achievement Matrix to assist in the ranking of options. The second phase of RELOOC will include an EIR and appropriate level of mitigation monitoring requirements. Major environmental issues include air quality, biology, NCCP issues, hydrology, surface transportation, and aesthetics/landform alteration and community acceptance. The documentation is being prepared for the Orange County IWMD.

**San Joaquin Hills Transportation Corridor Biological Resources Report, CA.** Project Manager on the Biological Resource Analysis on the San Joaquin Hills Transportation Corridor and Mitigation Plan negotiations with United States Fish and Wildlife Service (USFWS) and the California Department of Transportation (Caltrans). This analysis and mitigation plan included

using "Caltrans Guidelines for Preparing Biological Survey Reports" and the USFWS (Biological Services Program) "Classification of Wetlands and Deepwater Habitats of the United States." The objective of this study was to compensate flora and fauna impacted by this new toll way with a suitable replacement habitat program. This four-phase study has included extensive studies on mule deer in the hill range, status of endangered species such as least Bell's Vireo and dispersion of free-ranging wildlife.

## 2.4 Key Staff

### Jeff Crain — Mitigation Plan

#### Credentials

B.S., Biological Sciences (concentration in Ecology and Environmental Biology), University of California, Irvine  
International Society of Arboriculture Certified Arborist (WE-6658A) (Issued: 6/19/03 Expires: 6/30/06)  
California Department of Pesticide Regulation Qualified Applicator License (QL 39322) (Issued: 1/1/2003 Expires: 12/31/04)  
U.S. Fish and Wildlife Service 10(a) Permit for Conservancy fairy shrimp, longhorn fairy shrimp, Riverside fairy shrimp, San Diego fairy shrimp, vernal pool fairy shrimp and the vernal pool fairy shrimp (TE-047998-0) (Issued : 2/13/02 Expires: 2/12/06)  
California Native Plant Society  
Society for Ecological Restoration  
Southern California Botanists  
Ecological Society of America  
California Botanical Society  
International Society of Arboriculture — Western Chapter

#### Experience

Mr. Crain is a research biologist with over six years experience as a specialist in plant ecology, plant physiology, plant taxonomy and restoration ecology. His expertise includes conducting special interest plant species and general biological surveys; plant community mapping; and conducting species inventories. Mr. Crain is also well versed in the development, implementation and qualitative and quantitative monitoring of restoration plans for coastal and inland sage scrub, native grassland, freshwater marsh and riparian habitats. Mr. Crain's experience also includes conducting focused surveys for and monitoring rare, endangered or candidate species, including many-stemmed dudleya. Mr. Crain also has experience in identifying coastal and inland sage scrub, chaparral, grassland, desert, freshwater marsh and riparian habitats.

**Peters Canyon, Orange County, CA.** As the project manager and restoration ecologist, Mr. Crain assisted the County of Orange, Public Facilities and Resource Department in the development of the Conceptual Restoration Plan and Planting Plan as mitigation for impacts to 0.864 acre of riparian vegetation within Peters Canyon Regional Park. Mr. Crain was responsible for coordination with County personnel, restoration site assessment, description of existing conditions, mapping of vegetation, GPS mapping of the project site, writing the restoration plan and providing a construction level Planting Plan for implementation by the County.

**Kinder Morgan Energy Partners Camp Pendleton Pipeline Restoration Project, San Diego County, CA.** As the project ecologist and botanist, Mr. Crain led crews of ten to fifteen people in the restoration of this petroleum pipeline. Activities included identification and mapping of thread-leaved brodiaea populations, the hand seeding and mycorrhizal inoculation of several steep slope areas and heavy machinery restricted areas, as well as the installation of erosion control measures including check dams, straw wattles, and sand bags in highly degraded drainage areas of the pipeline. Numerous habitat types were encountered including native grassland, coastal sage scrub, oak woodland, riparian woodland, and freshwater marsh habitats.

**Thompson Creek Dam Restoration Project, Los Angeles County, CA.** As the project ecologist, Mr. Crain assisted in the planning and implementation of the restoration of 1.0 acre of CSS/chaparral, 0.2 acre of oak/chaparral and 0.4 acre of oak/sycamore habitats. Responsibilities include the development of a construction level restoration plan, planning and installation of a temporary irrigation system, installation of container plants and seed, non-native weed control and performance monitoring.

This site was burned in October 2003 as part of the Grand Prix Wildfire. As a result, Mr. Crain is coordinating efforts with the County of Los Angeles, Department of Public Works to repair the damage done by the fire, in accordance with the California Department of Fish and Game (CDFG). These efforts will include replacement of container plants and irrigation system, remedial seeding, installation of erosion control measures and development of new performance standards.

**San Miguel Habitat Management Area Restoration Program, CA.** As a field supervisor and botanist, Mr. Crain led crews of five to ten people in the restoration of this habitat area. Responsibilities included the control of non-native weeds, seeding and micorrhizal inoculation of native grasslands, establishment and maintenance of burrowing owl nesting sites, and the establishment and maintenance of Quino checker-spot butterfly habitat.

**Brodiaea orcuttii Transplantation Project, San Diego County, CA.** As a field supervisor and botanist, Mr. Crain was responsible for the identification of Orcutt's brodiaea individuals for transplantation from an area scheduled for road widening.

**Tijuana River Valley Invasive Plant Control Program Imperial Beach, CA.** As a field biologist, Mr. Crain supervised crews in the mechanical removal of giant reed (*Arundo donax*) from sites along the Tijuana River, near the United States – Mexico border. Duties included identification of plants to be removed and supervision of plant removal and pesticide application.

**Bear Creek Riparian Restoration Project, Riverside County, CA.** As a field supervisor, Mr. Crain led crews of five to ten people in conducting ecological restoration activities within a riparian corridor in Riverside County. Activities included hand removal of non-native species, application of chemical herbicides, planting of container plants, broadcast seeding and mycorrhizal inoculation, and installation of willow cuttings.

**Delhi Sands Flower-Loving Fly Land Management Plan, Riverside County, CA.** As a field botanist, Mr. Crain was responsible for the vegetation mapping and general habitat description for the management plan document.

**Foothill Transportation Corridor/South, Orange County, CA.** Mr. Crain was a field biologist for this project. His responsibilities included surveying for rare plants (*Atriplex coulteri*, *Brodiaea filifolia*, *Calochortus weedii* var. *intermedius*, *Calochortus catalinae*, *Dudleya multicaulis*, *Harpagonella palmeri*, *Hemizonia parryi* ssp. *australis*, *Hordeum intercedens*, *Microseris douglasii* var. *platycarpa*, *Sidalcea neomexicana*), San Diego (*Branchinecta sandiegonensis*) and Riverside (*Streptocephalus woottoni*) fairy shrimp and California gnatcatchers along the proposed alternatives for the corridor. In addition, he is responsible for editing and printing aerial and topographic maps for survey use.

## **Lesley Hill — Mitigation Plan**

### **Credentials**

1999, B.A., Environmental Analysis and Design, University of California, Irvine  
with a Minor in Global Sustainability within Ecology and Evolutionary Biology  
Permit to collect state designated endangered, threatened, and rare plants (2000-2003)  
Permit to survey and handle bats (previously covered under Caltrans permit)

### **Experience**

Ms. Hill has planned and carried out complex biological studies for various transportation corridors in southern California. She has coordinated and directed the work of biologists and regulatory specialists in relation to natural science studies. Ms. Hill has substantial knowledge of State and Federal laws and agencies relating to the regulation of aquatic and terrestrial resources; including CEQA; NEPA, 4(f) of the Department of Transportation Act, Section 7 of the Endangered Species Act, Section 401 of the Clean Water Act, Section 404 of the Clean Water Act, and the California Coastal Act. She has applied knowledge of natural sciences through the preparation of Natural Environmental Study Reports and Biological Assessments. Ms. Hill has participated in consultation with resource agencies concerning impacts on endangered and threatened plant and wildlife species. She has served as a liaison, gathered data from, and applied general principles of negotiation techniques, to State, Federal, and local agencies including obtaining applicable permits. This includes applying her knowledge of wetland delineations and determination of jurisdictional Waters (U.S. and State). She has also negotiated and implemented the use of various sites and

resources as mitigation for numerous projects. She performed and supervised others in construction and mitigation monitoring on biologically sensitive projects. Ms. Hill also has experience performing technical reviews of local city agency environmental documents in relation to regulatory permits and natural science assessments.

**Interstate 15 Widening, Victorville to Barstow, Caltrans District 8, CA.** As the lead biologist, Ms. Hill was responsible for Section 7 consultation with the United States Fish and Wildlife Service and 2080.1 consultation with the California Department of Fish and Game. This work included the completion of the Natural Environmental Study Report, a Biological Assessment and complementing 2080.1 document for both mentioned agencies. She was also involved in the creation and placement of mitigation for bats related to potential impacts to the Mojave River Bridge. This mitigation called for annual bat surveys, before any bridge work could be done, and the erection of a bat house that was placed on a nearby bridge structure.

**Various Maintenance Projects, Caltrans District 8 & 12, CA.** Ms. Hill was responsible for coordination with Caltrans maintenance crews and applicable regulatory agencies to determine the permits needed to complete Caltrans maintenance activities. She was also responsible for the completion of pertinent permit packages/applications and further coordination with the appropriate agencies in handling any potential mitigation needs. This often times included "emergency" work due to storm events.

**Laguna Canyon Road Widening and Realignment, Caltrans District 12, CA.** Ms. Hill was the lead biologist was involved in the planning process for Caltrans who partnered with the County of Orange. She was also responsible for the successful completion of applicable permit application/packages that were obtained for this project (401, 404, and 1601). Ms. Hill was responsible for coordination of the implementation of all NEPA biological mitigation measures, as well as permit requirements for the project. She managed the biological team responsible for construction monitoring as well as the grading and placement of duff used on-site at the proposed mitigation sites. She was the main liaison between the regulatory/resource agencies and the project proponent. She was also the lead in Caltrans review for the proposal of the Mitigation Concept Plan which entailed the restoration and creation of wetlands, seasonal wetlands, riparian habitat, and alkali marsh habitats.

**Anaheim Bay Bridge, Department of Transportation, Caltrans District 12, Seal Beach, CA.** Ms. Hill was the lead biologist responsible for completion of the Natural Environmental Study Report and permit application(s) for the Regional Water Quality Control Board, California Department of Fish and Game, Army Corps of Engineers, and California Coastal Commission. This project included rehabilitation of the existing bridge abutments of the Anaheim Bay Bridge (Interstate 1). Ms. Hill was also responsible for habitat mapping of the area and a wetland delineation. She also directed the design of on-site mitigation that consisted of coastal upland plant species as well as saltwater marsh and mudflat habitat(s).

**Interstate 15, 10 Bridges, Caltrans District 8, CA.** Ms. Hill, conducted biological surveys for a proposed project that included widening Interstate 15 as well as the widening of 10 bridges within the same project limits. Ms. Hill was responsible for the completion of the Natural Environmental Study Report and all coordination with the United States Fish and Wildlife Service through Section 7 (informal consultation) as well as the California Department of Fish and Game for potential impacts to Desert Tortoise. Wetland delineations and jurisdictional water determinations were required for the project and were completed by Ms. Hill. She was also the lead in coordinating the negotiations for project mitigation.

### **Stephen Cast, RLA — Mitigation Plan**

#### **Credentials**

B.S., / 1975/ Sciences  
M.L.A/ 1987/ Masters Landscape Architecture  
Landscape Architect, #4175, CA  
Landscape Architect, AZ

#### **Experience**

Mr. Cast has over 17 years of experience as a Landscape Architect/ Land Planner in Arizona, Southern California and Southern Florida. With a wide range of planning experience including development of community master plans, design guidelines, open

space & trail master plans, visual/ environmental assessments and specific plans as well as regional park general development plans, Mr. Cast has a competent understanding of governmental requirements for project land development.

Additionally, Mr. Cast has over 7 years experience providing landscape concept drawings to working drawings for a number of institutional, commercial and governmental projects. As project manager, development of landscape plans required coordination between a variety of consultants and governmental agencies to provide reports, drawings, estimates and specifications. Mr. Cast has a capable understanding of the Southern California water conservation laws and fuel modification guidelines relevant to landscape design.

**Children's Area, Santa Ana Zoo, Santa Ana, CA.** Project manager to develop a master plan incorporating new animal and interactive exhibits to the Children's Zoo area.

**Claremont McKenna College Master Plan, Claremont, CA.** Graphic Support for revisions to the college master plan which also included campus directory maps.

**Disney-Orlando Design Charette for Disney Cruise Line 'Cast-Away Island Resort, Orlando, FL.** Mr. Cast was selected to participate in a Disney Corporate design charette for development of the 'Cast-Away Cay' for Disney Cruise Lines. Mr. Cast was a proponent for an enhanced 'natural' island retreat to offer the visitor a deserted island experience rather than a destination resort environment. The charette required communication of design elements and concepts to support the proposed concept.

**Miami Beach Parks Master Plan, Miami Beach, FL.** Mr. Cast was responsible for the design, publication and graphics for Miami Beach Parks existing inventory, guideline and building improvements studies.

**Santa Ana River Corridor Master Plan, CA.** As a tri-county cooperative study to determine feasibility for developing a multi-use trail system through three Southern California Counties, this master plan proposed trail design, design alternatives, costs and feasibility for implementing a 'mountain to sea' trails plan. Mr. Cast was involved in the design, graphics, cost analysis, and coordination between agencies.

**Sunrise Mountain Transmission Line Visual Assessment, NV.** Mr. Cast provided assistance in administering BLM and Forest Service visual assessment standards to determine impacts from proposed alternative transmission power line corridors. A standardized quantitative analysis was utilized to provide a recommendation which offered the least impacts to the visual environment. Photo simulations were offered to illustrate the impacts for each alternative.

**Upper Newport Bay Regional Park General Development Plans, Newport Beach, CA.** As principal designer for master plan of a sensitive environment area which included a designated 'critical estuary' habitat harboring rare and endangered species, Mr. Cast developed documents to dedicate 1,000 acres to the County of Orange as a sensitive habitat interpretive park. Through a series of Citizen Advisory Committee meetings and public agencies involvement, design guidelines were developed to provide an: Existing Conditions Report, Resource Management Plan and Park General Development Plan.

**Telecom Center, San Diego, CA.** Mr. Cast assisted with a master plan for a proposed telecom industry business park. As a site amenity, Mr. Cast challenged the design team to offer a park-like setting within the parking areas. Strong pedestrian promenades, open space linkages and quiet respite areas were proposed while attempting to retain parking requirements.

**Wildlife Park Master Plan, Marianna, FL.** Mr. Cast was responsible for developing master plan alternatives for a proposed 'Jim Fowler Wildlife Park' in northern Florida. Design criteria required incorporation of various themed elements and pedestrian experiences.

**Mayfair Park, Lakewood, CA.** Landscape concept and working drawings were prepared by Mr. Cast for park improvements at Mayfair Park in the City of Lakewood. Site design included new park playgrounds, pool area, fencing, planting and irrigation. Additional job responsibilities required extensive coordination between the City, Architect and Engineer.

**Santa Fe Park, San Diego, CA.** Mr. Cast provided working drawings and construction administration for a neighborhood park within a new master planned community.

**Bethlehem Lutheran Church, Encinitas, CA.** Mr. Cast provided landscape design and working drawings for a church preschool. This project required design and implementation of ADA access to all play yards and site elements.

### **Matthew Williams — Implementation & Maintenance**

#### **Credentials**

Master of Engineering: Biological and Environmental Engineering, August 2001, Cornell University, College of Engineering & College of Agriculture and Life Sciences, Ithaca, New York

Bachelor of Science: Agricultural and Biological Engineering, May 2000, Cornell University, College of Engineering, Ithaca, New York

American Ornithologist's Union

Society of Wetland Scientists

California Society for Ecological Restoration (SERCAL)

US Fish & Wildlife Service Survey Permit for Coastal California Gnatcatcher

#### **Experience**

Mr. Williams is a restoration ecologist and has experience working on a diversity of projects in wetland, grassland, coastal sage scrub and riparian habitats. He has been involved in tasks ranging from the design to the implementation of these projects and has been able to apply his skills in ecology and engineering to become very effective in ecological restoration. His experience with EcoSystems Restoration Associates has provided him with the opportunity to supervise field crews, oversee habitat restoration and management and conduct biological surveys. Mr. Williams has also combined his education in Agricultural and Biological Engineering and his experience in restoration to become skilled in many erosion control and revegetation techniques. In addition, Mr. Williams has over 5 years of experience as field ornithologist, research crew leader, and avian migration researcher. Mr. Williams also has extensive experience and knowledge of bird conservation, identification and distribution with special focus on California's threatened and endangered species. He has conducted many surveys for least Bell's vireo and coastal California gnatcatcher throughout Southern California.

**Post-fire Erosion Control, Marine Corps Camp Pendleton, CA.** While working as the project ecologist, Matthew planned, designed and installed a wide array of erosion control measures located at recently burned sites. This project coupled sediment and erosion control with habitat restoration. The unique site conditions allowed Mr. Williams to use his problem solving and design abilities in order help the project progress smoothly and ensure that the most appropriate and effective methods were implemented.

**Tijuana River Valley Invasive Plant Control Program, Imperial Beach, CA.** Mr. Williams supervised and conducted manual removal of *Arundo donax* within the Tijuana River Valley. The objective of the project was to enhance the native riparian habitat by removing this damaging exotic species for the benefit of the overall ecology of this riparian area in addition to the listed wildlife species found in the area. In addition to leading brush cutting, chipping and spraying crews, Mr. Williams served as equipment coordinator, helping to ensure that equipment and supplies were both functional and available for the work to progress smoothly.

**Peters Canyon Restoration Plan, Orange County, CA.** Matthew assisted the County of Orange, Public Facilities and Resource Department in the development of the Conceptual Restoration Plan and Planting Plan as mitigation for impacts to 0.864 acres of riparian vegetation within Peters Canyon Regional Park. Mr. Williams was responsible for restoration site assessment, description of existing conditions, mapping of vegetation, GPS mapping of the project site, writing the restoration plan and providing a construction level Planting Plan for implementation by the County.

**San Miguel Habitat Management Area Restoration Program, Diego County, CA.** As a field supervisor, Mr. Williams led crews in the restoration of this habitat area. Responsibilities included the control of non-native weeds, irrigation installation, site grading, wetland/riparian habitat creation. He supervised seeding, container plant installation, erosion control and also is involved in monitoring the progress. In addition, he helped to maintain nesting burrows set in place for the state-listed burrowing owl.

**Irvine Wildlife Corridor Plan, City of Irvine, CA.** Mr. Williams conducted a thorough literature search for recent and pertinent information on the effectiveness and animal usage of wildlife corridors. The information gathered led to several recommendations that helped to improve the existing corridor plan. By selecting and analyzing target species the corridor's design could focus more intently on sensitive animals expected to use this corridor.

**Brodiaea orcuttii Transplantation Project, San Diego County, CA.** While field supervisor for EcoSystems Restoration Associates, Mr. Williams was responsible for overseeing the installation of Orcutt's brodiaea individuals transplanted from an area scheduled for road widening to a previously identified receptor area.

**Bear Creek Riparian Restoration Project, Riverside County, CA.** As a field supervisor, Mr. Williams led crews of five to ten people in conducting ecological restoration activities within a riparian corridor in Riverside County. Activities included hand and mechanical removal of non-native species, application of chemical herbicides and irrigation.

**Kinder Morgan Energy Partners Camp Pendleton Pipeline Restoration Project, San Diego County, CA.** As a field supervisor, Mr. Williams led crews of ten to fifteen people in the restoration of this petroleum pipeline. Activities included the maintenance of restored areas and removal of non-native plants along the pipeline. Numerous habitat types were encountered including native grassland, coastal sage scrub, oak woodland, riparian woodland, and freshwater marsh habitats.

**Griffith Wildlife Biology, Camp Pendleton, San Diego County, CA.** Mr. Williams was a Field Ornithologist for Griffith Wildlife Biology. He conducted field surveys for California gnatcatcher and least Bell's vireo and also used GPS, aerial photos and maps to record location of pairs and survey area. During one season of surveys, Matthew found gnatcatchers at 50 locations and vireos at over 200, including several locations where birds had not been found in recent years. He recorded field notes including breeding status, bands, weather data and general observations. He identified suitable habitat based on vegetation and other criteria and submitted monthly progress reports to supervisor.

## **TJ Adkins — Implementation & Maintenance**

### **Credentials**

M.S., Pursuing Marine Science degree, University of San Diego, 2004  
B.S., Communications, Florida State University, 1991

### **Experience**

Ms. Adkins is a marine scientist with five years of experience conducting surveys for coastal and embayment communities, marine mammals and fish stock assessments. She is knowledgeable in experimental design, managing research programs, and performing biological assessments of marine life. Areas of focused study include marine biology, marine mammals, marine ecology, conservation biology, and ichthyology. She is also familiar with regulations concerning watershed management areas, assessment and non-point sources.

Ms. Adkins experience with EcoSystems Restoration Associates has provided her with the opportunity to supervise field crews, oversee habitat restoration and management and conduct biological surveys. She has experience working on a diversity of ecological restoration projects in wetland, grassland, coastal sage scrub and riparian habitats. She has been involved in tasks ranging from the design to the implementation of these projects and has been able to apply her skills in ecology and communications to become extremely effective in ecological restoration and client relationships.

Ms. Adkins is currently pursuing her Masters of Science degree through the University of San Diego. Her thesis research is engaging the techniques of stable isotope analysis of Manta birostris tissues and planktonic prey samples to explore foraging ecology questions. While attending school, Ms Adkins also studied National Wildlife Refuges and Habitat Conservation plans. Ms. Adkins will also be completing the 38 hours of Army Corps of Engineers Wetland Delineation and Management training this year.

**Tijuana River Valley Invasive Plant Control Program Imperial Beach, CA.** Ms. Adkins, the project restoration ecologist, supervised and implemented the manual removal including herbicide application of *Arundo donax* within the Tijuana River Valley. The objective of the project was to enhance the native riparian and habitats by removing this damaging exotic species to provide beneficial effects on the valley's listed species. Ms. Adkins worked closely with the client to ensure budgetary and time constraints were satisfied, compiled weekly project summaries, and organized field crews and equipment usage. Site assessments were conducted of each area of arundo removed, inventory of wildlife observed within the vicinity of the project site were compiled, data was collected on individual arundo sites and data analysis on density, area, and relative frequency of arundo sites completed. GPS and digital photographs were used for data collection and map generation.

**Bear Creek Riparian Restoration Project Murrieta, CA.** Ms. Adkins assisted in the compilation of the annual report, and conducted site assessments for a disturbed riparian habitat through a privately used golf course. The golf course is protected by ACOE and CDFG as a 100 year flood drainage and native plants were seeded and installed one year prior to Ms. Adkins involvement. She is now implementing a monitoring plan and assessing restoration success.

**Wildfire Erosion Control Program Oceanside, CA.** Ms. Adkins assisted in the implementation of erosion control measures as a result of previous wildfires in Camp Pendleton Marine Corp Base. Activities include monitoring and supervision of field crew completing manual work such as straw matting, wattle and check dam installations, compiling daily reports, and taking representative photographs of the damage assessed from the wildfires and erosion techniques being implemented.

**Kinder Morgan Native Habitat Restoration Oceanside, CA.** Ms. Adkins has been supervising small crews along a 25 mile pipeline and conducting native habitat restoration along the developed areas. The pipeline required native habitat such as sensitive coastal sage scrub, riparian, grassland, and upland habitats to be removed during construction process. Restoration tasks Ms. Adkins supervises include invasive weed removal and control, native container plant installation, imprinting of native plants, hydroseeding and irrigation of restored areas. Ms. Adkins will also participate in the monitoring of the growth of native plant species that begin establishing in the disturbed areas of the pipeline.

**Otay Water District Otay, CA.** Ms. Adkins is providing restoration services to the Otay Water District for the San Miguel Habitat Management Area including the creation of a 14-acre native grassland, restoration of 12 acres of coastal sage scrub to enhance habitat for resident coastal California gnatcatcher, creation and enhancement of 2 acres of freshwater marsh and riparian scrub to enhance habitat for resident least Bell's vireo, hydroseeding of an adjacent trail with a native erosion control seed mix and creation of habitat for the Quino checkerspot butterfly. Ms. Adkins supervises crews maintaining the approximately 200 acre Habitat Management Area, and is implementing a weed management program and providing maintenance and enhancement for 12 artificial burrows created for burrowing owls. The freshwater marsh and riparian scrub enhancement area was planted in October 2003 and Ms. Adkins assists in the monitoring and maintenance of the enhancement area.

**Peters Canyon, Orange, CA.** Assisted the County of Orange, Public Facilities and Resource Department in the development of the Conceptual Restoration Plan and Planting Plan as mitigation for impacts to 0.864 acre of riparian vegetation within Peters Canyon Regional Park. Ms. Adkins was responsible for restoration site assessment, description of existing conditions, mapping of vegetation, GPS mapping of the project site, writing the restoration plan and providing a construction level Planting Plan for implementation by the County

### **Amanda Duchardt — Implementation & Maintenance**

#### **Credentials**

2002, B.S., Biology, University of Southern California  
Association of Environmental Professionals

## **Experience**

Ms. Duchardt has experience preparing both CEQA and NEPA documents. She has worked on environmental documents for a large range of projects including Youth Leadership Academy in Orange which involved demolition and construction of structures and the South Orange County Transportation Infrastructure Improvement Project in Orange County which involved analysis of over 70 miles of existing and proposed transportation infrastructure.

Ms. Duchardt has hands-on experience assessing and monitoring native vegetation communities in Southern California. She is particularly familiar with riparian and chaparral communities. Her experience includes broad assessments of biological and ecological quality and function, vegetation mapping, compiling vegetation species lists, and rare plant surveys. Monitoring duties have included analysis of tree and shrub health and survival, percent vegetation cover, seedling density, tree height, and wildlife uses. She is familiar with sampling techniques including point-intercept transect and quadrat methods.

**Galivan Retarding Basin, Mission Viejo, CA.** As a field biologist Ms. Duchardt conducted the annual performance monitoring of the 2.1 acre riparian revegetation project. Annual monitoring included assessment of tree and shrub survival, percent cover, seedling density, height of willow, sycamore, cottonwood and oak trees, and wildlife use of the mitigation site. Ms. Duchardt authored the first annual performance report that was submitted to the California Department of Fish and Game.

**Silverhawk Mitigation, Riverside County, CA.** As a field biologist Ms. Duchardt assisted the lead restoration ecologist with annual performance monitoring of the 6.7 acre riparian and upland restoration project that served as mitigation for impacts to 3.4 acres of the Tualota Creek mitigation site. Annual monitoring includes assessment of tree and shrub survival, percent cover, seedling density, height of willow, sycamore, cottonwood and oak trees, and wildlife use of the mitigation site. Ms. Duchardt also conducted quarterly site inspections that analyzed the overall condition of the revegetation site, irrigation needs, weed and pest infestation, plant mortality, erosion, siltation and drainage problems, vandalism and the potential need for reseeding.

**Bear Creek Golf Club - Riverside County, CA.** Ms. Duchardt assisted the lead restoration ecologist conducting annual quantitative sampling for the two acre riparian and upland revegetation project that served as mitigation for impacts to Slaughterhouse Creek. Annual quantitative sampling of the revegetation site and an adjacent reference site includes using line-intercept transects to assess the progress of the revegetation area relative to the percent survival, percent cover, and tree height performance standards specified in the Department of the Army permit.

**Inland Feeder Pipeline, Biological Monitoring for the Arrowhead Tunnel Reaches, San Bernardino County, CA.** Ms. Duchardt conducted monitoring which provides Metropolitan Water District with the opportunity to assess the condition of streamside vegetation that is dependent on groundwater. As part of this Biological Monitoring Program, she assessed the condition of specific sensitive riparian plants as well as the overall condition of riparian habitats for the Arrowhead Tunnel Reaches of the Inland Feeder Pipeline. She sampled vegetation for plant water potential, noted depth and width of stream beds and measured soil moisture content. She supplemented her analysis with digital photographs.

Ms. Duchardt also conducted annual quantitative sampling of riparian and upland plant species, including special interest alkali scrub and alkali playa plant species in Reaches 7, 8 and 9 for this 43-mile water pipeline project. Sampling techniques include point-intercept transect and quadrat methods.

**Pasadena Sensitive Lands Study, Pasadena, CA.** Ms. Duchardt assessed undeveloped land parcels within the City of Pasadena as part of a program to identify and conserve open space and sensitive lands resources within the City. Assessment included qualitative analysis of wildlife habitat; biological, ecological, and visual resources; seismic sensitivity and potential for passive recreational development. She compiled a database listing the findings on each parcel and co-authored the summary report. In a closely related project she also analyzed vacant parcels within the City for potential development as pocket parks. She assisted in composing a database and summary report.

**South Orange County Transportation Infrastructure Improvement Project, Orange County, CA.** Ms. Duchardt was responsible for the preparation of the Recreation and Section 4(f) analysis for the Environmental Impact Statement/Subsequent

Environmental Impact Report (EIS/SEIR) for the South Orange County Infrastructure Improvement Program (SOCTIIP) for the Transportation Corridor Agencies (TCA). She also assisted in the preparation of the Public Services and Utilities and Hazardous Materials and Hazardous Wastes analyses. This EIS/SEIR includes the evaluation of more than 70 miles of terrain and existing transportation infrastructure. Major issues included traffic/circulation, air quality, noise, biological resources, cultural resources, hydrology and water quality, Section 4(f), land use, socioeconomics, relocation, cumulative impacts and growth inducement.

Ms. Duchardt was also a field biologist assisting in vegetation mapping and rare plant surveys for SOCTIIP. She assisted in the composition of a vegetation species list for the approximately 2000 acre proposed corridor. She also located and identified rare and endangered plants.

## **Stephanie Rousso — Performance Monitoring**

### **Credentials**

B.S., Biology, California State University, Bakersfield 2002  
Board Certified Entomologist

### **Experience**

Ms. Rousso has four years of botanical and biological experience conducting field research for sensitive species. Survey experience includes benthic flora and plankton trawls, shark tagging, marine turtle nesting surveys, and artificial reef monitoring in marine ecosystems, and benthic macroinvertebrates (BMI's) surveys in aquatic environments. Terrestrial surveys include reptile and insect pit fall trapping and transect surveys, amphibian surveys with all morphological stages, and mammal track/scat surveys. Ms. Rousso incorporates scientific research design, site assessments, biostatistics, and population monitoring with all surveys.

Ms. Rousso's experience also includes implementing native, sensitive habitat restoration projects, vegetation mapping using GPS equipment and GIS software, and executing monitoring plans. Areas of focused knowledge include marine turtle biology, marine ecology, endangered species conservation, and biodiversity research. Ms. Rousso is also an Assistant SCUBA Instructor with the Professional Association of Diving Instructors (PADI). This training has given her the opportunity to conduct underwater scientific and technical studies while attending Texas A&M University, Corpus Christi.

Ms. Rousso has successfully passed the USFWS exam in preparation of obtaining a Quino checkerspot butterfly permit. Currently, she is accruing field hours in preparation for additional USFWS fairy shrimp permit, and USFWS handling permit for Arroyo toad. She is also beginning a graduate program in Marine Ecology from San Diego State University. Her research emphasizes zonation patterns and larval dispersal of marine invertebrates and will design a criterion for estuary restoration and monitoring success. Currently, she volunteers her extra time completing taxonomic identifications and estuary aquaculture of benthic, coastal macroinvertebrates.

**Bear Creek Golf Course Murrieta, CA.** Ms. Rousso is the project ecologist and reports on annual project activities, oversees irrigation efforts, and conducts site assessments for a disturbed riparian habitat through a privately used golf course. Project activities include removal of invasive weeds and native plant installation through imprinting and hand seeding. The golf course is protected by ACOE and CDFG as 100-year flood drainage. Native plants were seeded and installed one year prior to Ms. Rousso's involvement. She is now responsible for reporting to golf course supervisors and mitigating agencies as well as implementing a monitoring plan and assessing restoration success.

**Tijuana River Valley Invasive Plant Control Program Imperial Beach, CA.** Ms. Rousso supervised manual removal of invasive plant species along the Tijuana River drainage, conducted site assessments, compiled an inventory of wildlife observed within the vicinity of the project site, collected data and conducted data analysis on density, area, and relative frequency of invasive plant locations. GPS equipment and imperial measurement tools were used to collect parametric data such as UTM coordinates, elevation, square footage/acreage, and distance for the project site.

**Wildfire Erosion Control Program Oceanside, CA.** Ms. Rousso assisted in the implementation of erosion control measures as a result of previous wildfires in Camp Pendleton Marine Corp Base. Activities included monitoring manual work

being completed, compiling daily reports, and taking representative photographs of the damage assessed from the wildfires and erosion techniques implemented.

**Kinder Morgan Native Habitat Restoration Oceanside, CA.** Ms. Rousso supervises crews of 15 to 20 workers along a 25 mile pipeline and conducts native habitat restoration along the developed areas. The restoration project includes revegetation of disturbed coastal sage scrub, riparian, grassland, and upland habitats due to previous construction of the pipeline. Restoration tasks include invasive weed removal and control, native container plant installation, imprinting of native plants, and irrigation of restored areas. Ms. Rousso also participates in the monitoring of the growth of native plant species establishing in the disturbed areas of the pipeline.

**Bayfront Monitoring Project Chula Vista, CA.** Ms. Rousso was responsible for conducting site assessments and monitoring of rare plant species (*Sueda taxifolia*), coastal sage scrub, and jurisdictional wetland habitats during annual vegetation clearing activities.

**Wetland Delineation Kumeyaay Lakes Santee, CA.** Ms. Rousso was trained in jurisdictional wetland delineations for US Army Corps of Engineers (ACOE) and California Department of Fish and Game (CDFG) in preparation for restoration of a broken berm in a riparian wetland area.

**South Orange County Transportation Infrastructure Improvement Project (SOCTIIP), Orange County, CA.** Ms. Rousso participated with quantifying and defining impacts to vegetation communities and plant and animal species anticipated as a result of project execution. These impacts are specific to each alignment that has been proposed (19 total). The alignments have the potential to impact general habitat, population numbers, and endangered species critical habitat that has been previously designated by the US Fish and Wildlife Service. She conducted extensive literature reviews of previous projects and evaluated their mitigation procedures according to their associated impacts. All reports were part of the biological resources section for the Natural Environmental Study (NES) for the SOCTIIP. Direct and indirect impacts in addition to cumulative project impacts were associated with an NCCP Sub-area Plan that is currently in the initial planning phase.

**South Orange County Transportation Infrastructure Improvement Project (SOCTIIP), Orange County, CA.** Ms. Rousso participated in focused USFWS reconnaissance surveys for Riverside fairy shrimp, San Diego fairy shrimp, and Arroyo toad. Arroyo toad surveys included day and night surveys and all morphological stages throughout surveys.

## **Douglas Willick — Performance Monitoring**

### **Credentials**

A.A., Wildlife Management, Fullerton College/1975  
U.C.L.A. Extension Classes, series entitled "Birds of Southern California"  
Rancho Santiago Community College District, ornithology classes  
2002, Federal "Endangered Species" permit to conduct surveys for California Gnatcatcher, Least Bell's Vireo and Southwestern Willow Flycatcher #TE821404-1

### **Experience**

Mr. Willick has over 17 years experience in environmental consulting for the public and private sectors, having conducted wildlife surveys for biological assessments and habitat analyses. He has prepared technical reports and biological resource sections for a wide variety of environmental documents. Mr. Willick has participated in consultation with resource agencies concerning impacts on endangered and threatened plant and wildlife species. He has assisted in the preparation and implementation of mitigation programs and performed mitigation monitoring to minimize and avoid biological impacts. He is a specialist in ornithology, working with several sensitive species, located primarily in Southern California, including least Bell's vireo, California gnatcatcher, southwestern willow flycatcher, western burrowing owl, California least tern, Belding's savannah sparrow, and raptors. Other sensitive wildlife species experience includes orange-throated whiptail, coast horned lizard, desert tortoise and Stephen's kangaroo rat. An authority in his field, he authors reports for various periodicals, detailing the status of birds within his local area.

Mr. Willick currently holds a federal incidental take permit to conduct surveys for California gnatcatcher and southwestern willow flycatcher, which also authorizes him to conduct nest monitoring activities for the gnatcatcher.

**Eastern Transportation Corridor, CA.** Over a nine-year period, assisted with the environmental documentation and mitigation monitoring programs for the Eastern and Foothill-North Transportation Corridors in Orange County, California. Conducted biological surveys over a 34 mile-long project area, which included focused surveys for sensitive species such as California gnatcatcher, coastal cactus wren, orange-throated whiptail and many-stemmed dudleya. Assisted with the preparation of several environmental documents, the development of mitigation strategies, and conducted extensive construction and mitigation monitoring to minimize and avoid impacts on sensitive biological resources such as California gnatcatcher, coastal sage scrub, oak woodlands and wetlands. To ensure against unauthorized impacts on sensitive resources, "environmentally sensitive areas" (i.e., restricted areas) were established and monitored. Continuous monitoring of gnatcatchers was conducted during the breeding season in the vicinity of the Corridors to avoid construction-related impacts on nesting pairs. During the 1998 and 1999 breeding seasons.

Mr. Willick coordinated and conducted intensive monitoring of the gnatcatcher population inhabiting the Siphon Reservoir coastal sage scrub mitigation site. This study focused on the number of pairs presented and their distribution at the site, and documented nesting activity and productivity within this population.

**Cadiz Groundwater Storage and Dry-Year Supply Program EIR/EIS, San Bernardino County, CA.** Biologist for the performance of wildlife surveys for the Metropolitan Water District's water conveyance and groundwater storage program. Three alternative alignments were surveyed, each totaling approximately 35 miles in length, as well as proposed spreading basins, well fields, and other associated features. Surveys were conducted for several sensitive reptile and avian species, including Mojave fringe-toed lizard, Le Conte's thrasher, black-tailed gnatcatcher, and raptors such as burrowing owl and prairie falcon. Sections of the biological resource assessment were prepared for environmental documents and technical reports.

**Foothill Transportation Corridor EIS/SEIR, Orange County, CA.** P&D Consultants is preparing the Environmental Impact Statement/Subsequent Environmental Impact Report (EIS/SEIR) for the South Orange County Infrastructure Improvement Program for the Transportation Corridor Agencies (TCA). Mr. Willick is principally involved with the environmental documentation and also includes obtaining approvals on permits towards compliance with the Clean Water Act, Endangered Species Act and State Fish and Game Code. The alternative analysis includes various toll road alignments in natural terrain, improvements to the local arterial network, widening of Interstate 5 and the No Project. P&D provides support to the TCA during scoping and draft report preparation to incorporate comments from the Collaborative, a group of public agencies involved in the integration of the National Environmental Policy Act (NEPA) and the Clean Water Act (Section 404). This EIS/SEIR includes the evaluation of more than 70 miles of terrain and existing transportation infrastructure. Major issues include traffic/circulation, air quality, noise, biological resources, cultural resources, hydrology and water quality, Section 4(f), land use, socioeconomics, relocation, cumulative impacts and growth inducement. Mr. Willick is the lead investigator for all the avian inventory including endangered bird species such as the California gnatcatcher, least Bell's vireo and southwestern willow flycatcher. This project will result in the completion of the toll road network in Orange County.

**Caltrans Biological Studies, Orange County, CA.** Biologist for biological surveys associated with road-widening and bridge retrofitting projects at Bolsa Chica Ecological Reserve, Seal Beach National Wildlife Refuge, San Juan Creek, San Diego Creek, Tonner Canyon, Aliso Creek and several other locations. Focused surveys were conducted for several special interest species such as light-footed dapper rail, California least tern, elegant tern, California gnatcatcher, Belding's savannah sparrow, least Bell's vireo and southwestern willow flycatcher. Biological assessments were prepared for potential impacts to endangered species at the Bolsa Chica and Seal Beach wildlife areas.

**Batiquitos Lagoon Surveys, CA.** Biologist for extensive quantitative surveys recording all bird species, population sizes, distribution and habitat utilization for each species, in order to develop a habitat restoration/ enhancement plan as a proposed mitigation project for the Batiquitos Lagoon in San Diego County, California.

## **Mikael Romich — Performance Monitoring**

### **Credentials**

B.Sc. Biology-Ecology, University of British Columbia, 1995

### **Experience**

Mr. Romich has 8 years of experience as a Wildlife Biologist, having conducted scientific research on a diverse number of species and habitats. He has prepared scientific publications and technical reports. Mr. Romich has participated in numerous studies on endangered and threatened plant and wildlife species. He is a specialist in ornithology, working with several sensitive species, including least Bell's vireo, southwestern willow flycatcher, yellow warbler, yellow-breasted chat, and yellow-billed cuckoos. He has also worked with brown-headed cowbirds, including cowbird removal by trapping. His other specialty is mammalogy, working with several sensitive species, including San Bernardino kangaroo rat, Mojave river vole, little pocket mouse, and dusky-footed woodrat.

Mr. Romich has experience with southwestern willow flycatcher surveys and life-history studies extending back to 1999. He has conducted many focused surveys for this species in San Bernardino County and Arizona. He has experience with least Bell's vireo surveys and life-history studies also in San Bernardino County; this work included a cowbird trapping component. He has extensive experience with San Bernardino kangaroo rats, including live-trapping, tagging, measuring, and weighing.

**U.S. 101 Bridge Replacement, Ventura County, CA.** Biologist responsible for monitoring noise and other indirect impacts on least Bell's vireo and southwestern willow flycatcher for this bridge replacement project. Mr. Romich monitors for compliance with conditions of the California Department of Fish and Game (CDFG) Streambed Alteration Agreement, U.S. Fish and Wildlife Service Biological Opinion and the project California Environmental Quality Act (CEQA) mitigation measures associated with these species. Monitoring is conducted weekly from March 15 through September 15.

**Inland Feeder Project Biological Monitoring Program, San Bernardino National Forest, CA.** Responsible for monitoring the physical and physiological health of streamside vegetation in support of the Biological Monitoring Program on the Arrowhead Tunnel reaches of the Inland Feeder Pipeline project. Springtime monitoring responsibilities include qualitative assessment of vegetation and photographic documentation. Additional summer responsibilities will include collection of plant water potential and soil moisture content data.

**Focused Surveys for the Inland Feeder Biological Monitoring Program, San Bernardino County, CA.** Conducted focused surveys for spadefoot toad and salamander in the San Bernardino Mountains in support of the Inland Feeder Biological Monitoring Program.

Mr. Romich conducted brown-headed cowbird trapping for the San Bernardino Flood Control while working at the San Bernardino County Museum. Trapping was conducted from April 1-July 31, 2002. There were 5 traps strategically positioned close to known least Bell's vireo territories on both the Santa Ana and Mojave Rivers (10 traps total). Cowbird traps were visited 6 days a week. All non-target species were released. All cowbirds captured were destroyed. However, a 3 female: 2 male ratio was maintained to act as decoys to lure more cowbirds to the traps. Food (bird seed) and water were provided and replenished as required. Mr. Romich completed similar work in 1995. However, all cowbirds captured in this study were released after having been banded with unique color combinations. The study included attempts to resight the banded cowbirds to indicate ranges between breeding and feeding areas.

**U.S. Fish and Wildlife Service, Midway Atoll National Wildlife Refuge.** Mr. Romich was the biologist that conducted seabird banding, population surveys and reproductive studies, particularly with the Christmas Shearwater and Bonin Petrel.

**San Bernardino County Museum, CA.** Mr. Romich was the biologist who completed a mark-recapture relocation study of the California vole (Mohave subspecies) at the Mojave River. Duties included live trapping, marking, measuring, analyzing data, and preparing a report. Participated in brown-headed cowbird removal along the Mojave and Santa Ana Rivers, in conjunction with a life history study of Least Bell's Vireo and Southwestern Willow Flycatcher. Duties included surveys, nest searching and monitoring,

cowbird trap visits, analysis of the results, and writing a final report. Collected biological data on the rodent communities of alluvial fan-sage scrub and chaparral habitats of southern California. Species commonly captured, marked, and released included the San Bernardino kangaroo rat. Completed scientific research on the Southwestern Willow Flycatcher along the Colorado River. Duties included surveys, nest searching and monitoring, banding adults and nestlings, color band resighting, territory estimation, and general point counts. In addition he conducted plant and soil structure studies with quantitative methods.

### **Harry Clarke, RLA — Temporary Irrigation**

#### **Credentials**

B.A., Landscape Architecture, California State Polytechnic University Pomona, 1987  
Certificate in Construction Management, Orange Coast College, 1985  
Licensed Landscape Architect, California #3911  
Certified Irrigation Auditor  
Member Building Industry Association  
Member International Society of Arborists  
Member Certified Irrigation Auditors

#### **Experience**

Mr. Clarke has 11 years experience in visual/aesthetics analysis, visual simulation and landscape architecture design. He brings 15 years of landscape architecture experience in residential and commercial design and construction installation including installation techniques of all basic phases of residential construction. His projects range from small-scale commercial projects to large-scale multi-million dollar planned community developments and golf facilities. Recent projects include design services for parks, schools and universities, multi-family communities, commercial centers, golf courses and mitigation plans. He has provided expert testimony regarding construction defects litigation totaling over \$300 million specializing in irrigation and ground water migration. His responsibilities included conducting extensive site analysis, reviewing alleged site defects to determine damage and cause, reviewing and evaluating approved landscape and grading plans to see that they were properly prepared and comply with all state and local city building codes and ordinances. He has also reviewed and evaluated the existing maintenance programs to determine the most cost-effective solutions for the repair of the alleged construction defects.

**City of Chino Hills, CA.** Landscape Supervisor in charge of the City's landscape contractors and developing maintenance management services. These services include directing and overseeing the City's landscape contractors, developing maintenance procedures and ensuring compliance with contracts for the City's parks, lakes, streetscapes and common areas. Other duties include assisting the City Public Operation and Maintenance Manager in preparation of annual budgets and the development and implementation of the City's Water Management Program. P&D is currently providing the staff and supervision for the City's landscape division. These services include landscape design, plan checking, inspections, and landscape maintenance and water management services. P&D has developed its own computer landscape management programs and guidelines which have increased the quality of the landscape installations and reduced the long-term maintenance costs. P&D's water management program alone has reduced the City's water consumption 40%, saving the City over \$270,000 in the first 5 months of implementation. These programs include turf management, fertilization, pest control, and other various planting programs. As part of this program, P&D is continually trying to develop additional programs and research to improve the quality of landscaping and reduce maintenance costs.

Currently P&D is working with various seed suppliers to develop native and non-native planting programs to reduce the City's landscape maintenance, water costs and provide protection for erosion and fire. P&D is also using the knowledge gained in these programs to develop new landscape guidelines, tree preservation ordinance, and City beautification program.

**Concordia Residential Master Plan Development, Irvine, CA.** Project Manager for this four-year joint venture project with Concordia University and Fieldstone Communities to produce this residential master plan community. This included the development of design concepts and construction supervision of the streetscapes, neighborhood parks, common areas, and trail system. This project also included the design and preparation of the maintenance and performance guidelines for

monitoring the wildlife corridor and a preservation of the archeological site. This monitoring program consisted of reviewing the landscape maintenance program to ensure compliance with the construction performance guidelines and with the requirements for the Department of Fish and Game over a five-year monitoring program.

**Eagle Crest Master Plan, Escondido, CA.** Assistant Project Manager for the conceptual design and construction documents for residential developments, neighborhood parks, model homes, tennis club and golf facility.

**Pitcher Park, Orange, CA.** Assistant Project Manager for a historical park involving the preservation of a historical house and barn creating a neighborhood park theme.

**Ocean View High School Athletic Fields, Huntington Beach, CA.** Project Manager for the redesign of the existing athletic fields and preparation of the construction documents. The project involved coordination with tract builders and the preparation of cost estimates and bid documents.

**Rock Creek Ranch Master Plan, Orange, CA.** Project Manager for the conceptual designs and construction documents for this residential development. Designs included building layouts, conception grading, neighborhood recreation centers, native park, streetscapes and common areas.

**Tijeras Creek Park, Rancho Santa Margarita, CA.** Project Manager for the design and coordination of a view and vegetation study and conceptual drawings for a multi-functional recreational park. The design includes baseball, softball and soccer fields, basketball courts, recreation center and native par coarse adjacent the creek. The project also involved several mitigation issues including preservation of an existing wildlife corridor and fuel modification program.

**Concordia Residential Master Plan Development, Irvine, CA.** Project Manager for this four-year joint venture project with Concordia University and Fieldstone Communities to produce this residential master plan community. This included the development of design concepts and construction supervision of the streetscapes, neighborhood parks, common areas, and trail system. This project also included the design and preparation of the maintenance and performance guidelines for monitoring the wildlife corridor and a preservation of the archeological site. This monitoring program consisted of reviewing the landscape maintenance program to ensure compliance with the construction performance guidelines and with the requirements for the Department of Fish and Game over a five-year monitoring program.

### **Jon Becker, RLA — Temporary Irrigation**

#### **Credentials**

B.S., Landscape Architecture, Ohio State University (Columbus, Ohio), 1978  
Real Estate Land Development, University of California, San Diego, 1994  
Landscape Architectural Registration, Ohio No. 468 (1982), California No. 2542 (1984),  
Arizona No. 30593 (1996), CLARB Certification No. 673 (1995)  
American Institute of Certified Planners (AICP No. 15965), 1998  
American Society of Landscape Architects - Member  
Licensure Committee  
American Planning Association  
Citizens Coordinate For Century 3 (C-3) – Member

#### **Experience**

Mr. Becker has served in various capacities in the management and design of public and private developments. His background ranges from urban design, park developments, residential housing projects and commercial facilities. His experience has ranged from several acre sites to several thousand-acre Master Planned Communities, totaling more than seven thousand dwelling units. These designs include housing, commercial, open space and park developments, streetscapes, and roadway landscaping. His role in these developments has been the direct involvement in designing and securing entitlements, community review and jurisdictional processing. His role has been in obtaining permits for PRDs, tentative maps,

site plans, landscape plans, Conditional Use Permits, sensitive lands permits, EIRs, 404, Fish and Game, and Coastal Commission.

**Encanto Neighborhood Park, San Diego, CA.** The project integrated a ten-acre neighborhood park site with a 100 year flood plain area. The project successfully merged a park trail system and bridges with an open play area, while stabilizing a drainage course with naturalized planting and rip-rap. Other amenities included an active ADA accessible tot facility, open play area, walks, bridge crossing, emergency and parking facility, ornamental landscaping and irrigation, while integrating the drainage course.

**Park Village Neighborhood Park Landscape Maintenance District, San Diego, CA.** The development project for District improvements were for entry monuments, theme trail barriers, a shade arbor structure, accent lighting and two miles of landscaping and irrigation. The project tasks required obtaining Community support and funding, and preparation of design documents. The funding process involved obtaining Community support through an assessment to receiving official adoption at City Council. The design process involved visioning and Community presentations for conceptual approval, preparation of construction documents for public bidding, contract administration, and construction observation.

**Wolf Canyon McMillin Village 7, Chula Vista, CA.** The project integrates a nine acre open space drainage course, with passive uses and a one acre neighborhood park, within a developing residential subdivision. The project successfully merges land uses of an active use park area, open space revegetated drainage course, park trail system and bridges, service parking areas, and hydrologic rip-rap control devices in a reconstructed canyon. The trails are ADA accessible linking regional facilities as well as providing for the regional storm water management filtration and hydrologic dissipation ability within the naturalized revegetated area.

**Otay Ranch, Chula Vista, CA.** The Otay Ranch is a 23,000-acre Neotraditional General Development Plan of which we are providing land use planning for six Villages, encompassing over 1,025 acres. The six Villages vary in land uses and infrastructure improvements. Four of the Villages are bisected by the future State Route 125 Freeway (including two interchanges) and/or a future light rail trolley, with all Villages connected by six-lane Circulation Element roads. Mr. Becker's land use planning for the six Villages ranges from single-family and multifamily residential, elementary and senior high schools, neighborhood and community parks, open space, to "big box" commercial sites, a regional shopping mall, office complex, and mixed-use complexes. Mr. Becker's infrastructure planning for the six Villages ranges from preliminary roads and intersection design, mass grading design and coordination for utilities, SR 125, light rail trolley alignments, and linking pedestrian bridges. Overall services provided by P&D include master plans, tentative maps, grading plans, preliminary utility design, road design, hydrology reports, consultant coordination, and assistance in planning entitlements.

**Aviara Residential and Resort Community, Carlsbad, CA.** The Aviara residential and resort community is a 1,000-acre master planned project on the north shore of Batiquitos Lagoon. The master plan includes a total of 2,600 units; an 18-hole championship golf course; resort hotel, conference center, sports complex and spa; and public park and school. P&D's master plan and detail site planning for the resort community required continuous coordination of planning, engineering, environmental, and transportation issues. The project planning and design has included extensive provisions for the protection of sensitive upland habitats and the adjacent lagoon. A pedestrian/bicycle pathway and linear park are designed along the lagoon and are part of a system that will ultimately connect to the ocean. Project plans call for the dredging and restoration of the lagoon, which will remain as an important wildlife habitat and visual focus for the community. Currently under construction, Aviara was the first major project approved under the City's new growth management policies. Planning services provided include phased development plans for 32 separate but coordinated planning areas, coastal resource surveys and documentation, and environmental analysis. Engineering services provided include tentative and final maps, improvement plans, topographic and construction surveys, coastal resource surveys and documentation, environmental analysis, planning approvals, construction scheduling, and cost estimates.

**Robinhood Ridge, San Diego, CA.** The development project was for 1,270 homes on several hundred acres of steep terrain with sensitive habitat. The project involved project management, design, and processing of the master-planned community for single-family/ multifamily housing, a commercial area, and a school/park site.

## **Clayton Kraft — GIS/Mapping**

### **Credentials**

M.A., Geography, San Diego State University, May 2000

Emphases: Environmental resource assessment and impact analysis, GIS/Cartography, Coastal ecosystems, Tourism Development

B.A., Geography, San Diego State University, May 1996

Emphases: Environmental conservation, GIS/Cartography, Latin America

### **Experience**

Mr. Kraft has over 6 years of geographic information systems (GIS) and cartographic design and environmental analysis experience in California and Mexico. His GIS and cartographic specialties include analysis of multiple environmental variables, impact assessment, GPS, viewshed analysis, aerial photographic interpretation, and cartographic visualization and design. Also, his environmental specialties are field impact surveys of ecosystems, data collection and analysis of environmental variables, and impact assessment of developments.

He has worked on numerous planning and environmental projects from small-scale vegetation analysis to large-scale planned community developments. Mr. Kraft's knowledge of GIS/cartographic analysis, ecosystem processes, and ability to compile and create legible and accurate maps makes him valuable for a variety of projects, such as; pre- and post- impact analysis for land development; processing and management of a GIS for new development planning, golf course impact and mitigation, and site location selection, assessment and inventory.

**Eastern Chula Vista Development, Chula Vista, CA.** GIS/Mapping Coordinator for the McMillin Companies land developments in the Otay Ranch area of Chula Vista, California. Implements the GIS for the large-scale residential and commercial village developments. Creates, maintains, manages and updates the cadastral information of the ongoing development and phases of construction. Processes, analyses, and maps data on planning areas, residential and commercial locations, environmental variables and regional markets. Compiles and authors maps from raw data for client distribution, reports, documents, exhibits, and other end user purposes.

**Carlsbad Municipal Golf Course, Carlsbad, CA** GIS/Mapping Analyst for the Carlsbad Golf Course, which is designed to minimize the development and construction impacts to the sensitive coastal ecosystem and riparian area. Surveyed and analyzed the habitat, vegetation, and open space for their suitability to facilitate the creation of onsite mitigation areas and extend the riparian zone to the edge of the golf rough via native vegetation buffer. Produces output maps and a variety of topics for fieldwork, reports, and weekly meetings.

**South Shore Club, Mariposa and Tuolumne Counties, CA.** GIS/Mapping Analyst for a 2000-acre golf course community and marina on Don Pedro Lake near La Grange, California. Conducts all the potential environmental impact analysis onsite caused by all phases of development. Advises appropriate modifications to reduce the impact while assisting in the planning for the development. Produces maps and exhibits to be used for fieldwork and in various reports and documents.

**Aviara Community Park, Carlsbad, CA.** GIS Coordinator for the 26 acre community park development constrained by a multitude of physical and environmental variables. Mr. Kraft analyzed and mapped data involving terrestrial species, vegetation, habitats, corridors, and open space. Much of the analysis was used in the form of maps and exhibits that were produced for public review sessions and various environmental reports. As in Many cases the Data collected and created was in compliance with the San Diego's Multiple Species Conservation Program (MSCP).

**MidbayFront, Chula Vista, CA.** GIS Coordinator on the controversial bay front development project witch is hindered by a number of resource issues. Clayton has assessed and analyzed the environmental variables, including wetlands, in attempts to find the proper setbacks and buffers for the successful development of the project. The use of varied data sources and aerial imagery in conjunction with GIS Analysis has produced valuable information that assists the project managers and the clients with

their decision making process. Mr. Kraft's cartographic skills allow for the creation of maps and graphic exhibits that communicate the data to both public and private agencies, as well as environmental coalitions.

**The Heritage II, Poway, CA.** GIS/Mapping Analyst on the EIR for a 400-acre large lot residential community development constrained by a multitude of environmental variables. Analyzed and mapped data involving terrestrial species, vegetation, habitats, corridors, and open space. All analysis complied to San Diego's Multiple Species Conservation Program (MSCP). Created a variety of maps and other exhibits for the environmental document.

**The Trust Lands Authority / South Block Master Plan, Washington County, UT.** GIS Coordinator for the land development of a 14 square mile planned community complete with industrial, residential, institutional and open space land uses. Mr. Kraft is responsible for the creation and analysis of a variety of data with in the GIS, including topography, habitat and biology, and road alignment and land uses. The cartographic output for the project range from slope maps to custom employment sight aerial photo studies. Clayton's experience with GIS and environmental variables allows for the quick production and analysis of site specific data and the production of clear and coherent maps and exhibits that assist in demonstrating the opportunities and constraints of the large scale development project.

### **Jason Castañeda — GIS/Mapping**

#### **Credentials**

B.A., Geography, San Diego State University, June 2001  
Emphases: Environmental conservation, GIS/Cartography

#### **Experience**

Mr. Castañeda has 3 years of GIS, cartographic design and environmental analysis experience in California and the border region. His GIS and cartographic abilities include impact assessment, aerial photo interpretation, environmental variable analysis and cartographic visualization and design. In addition, field impact surveys of ecosystems, data collection and analysis of environmental variables, and impact assessment of developments are his expertise.

He has worked on numerous environmental and planning projects ranging from habitat and vegetation analysis to planned community developments. Mr. Castañeda's knowledge of GIS, cartographic design, ecosystems, and his ability to compile and create legible and accurate maps make him valuable for a variety of projects, such as; pre- and post- impact analysis for land development; processing and management of a GIS for new development planning, golf course impact and mitigation, and site location selection, assessment and inventory.

**Eastern Chula Vista Development, Chula Vista, CA.** GIS/Mapping analyst for McMillin Companies land developments in the Otay Ranch area of Chula Vista, California. Manage the GIS for large-scale residential and commercial village developments. Creates, maintains, and updates the cadastral information of the ongoing development and phases of construction. Process, analyze, and map data for planning areas, residential and commercial locations, environmental variables and regional markets. Compile and author maps from raw data for client distribution, reports, documents, exhibits, and other end user purposes.

**Midbayfront, Chula Vista, CA.** Mr. Castañeda has evaluated and analyzed environmental variables, including wetlands, to determine appropriate setbacks and buffers for successful development of the project. Utilize varied data sources and aerial imagery in conjunction with GIS analysis generate vital information that assist Project Managers and Clients in their decision making. Mr. Castañeda's cartographic skills allow for the creation of maps and graphic exhibits that communicate the data to both public and private agencies, as well as environmental coalitions

**Callaway, Carlsbad, CA.** Expansion of current golf testing facility into potential sensitive habitat. By using GIS and visual simulations, Mr. Castañeda was able to furnish data that helped avoid impacts to sensitive vegetation, including riparian and coastal sage scrub. Multiple alternatives for the expansion of the testing facility were created and subsequent visual simulations allowed the client to make well-informed decisions and help avoid costly permitting processes.

**Transportation Corridor Authority, Orange County, CA.** High Speed Rail Project, Los Angeles and Riverside Counties, CA. GIS analyst for high speed rail transportation project connecting Kern County to Downtown Los Angeles. Mr. Castañeda was responsible for creating various distance buffers for the multiple alignment segments. GIS was used to create, analyze, and calculate a variety of data types (census to biological) and development impact scenarios. These scenarios will assist in the selection of the most appropriate rail alignment for the counties.

**Larwin Park, Carlsbad, CA.** Analytical evaluation of biological communities. Determine habitat composition of project site. Map habitat and vegetation graphics. Calculate acreages. Created a variety of maps and other exhibits.



### **Section 3—Work Plan**



## **Section 3.0— Work Plan**

### **3.1 Standard Services**

EcoSystems Restoration Associates' approach to executing the scope of work and service deliverables will include a process that intimately involves the Project Manager. Each task deliverable will be targeted for delivery on an internal ERA schedule, including staffing, internal quality control and delivery to the County. As depicted on the process flow chart in our Work Plan, the Project Manager will inform the County as to our progress and provide the County Project Manager/Contact enough information so that the County has time to schedule review time and site inspections as needed. As ERA proceeds with various deliverables including the final design documents, plant material inspections, initial clearing/grubbing, erosion control installation, installation of irrigation, planting and seeding, initiation of maintenance and submittal of annual reports, the County will be informed via telephone, email and in monthly progress reports that are submitted with each invoice.

### **3.2 Work Plan**

The Process Flow Chart on the following page illustrates the anticipated tasks and schedule to complete the project.

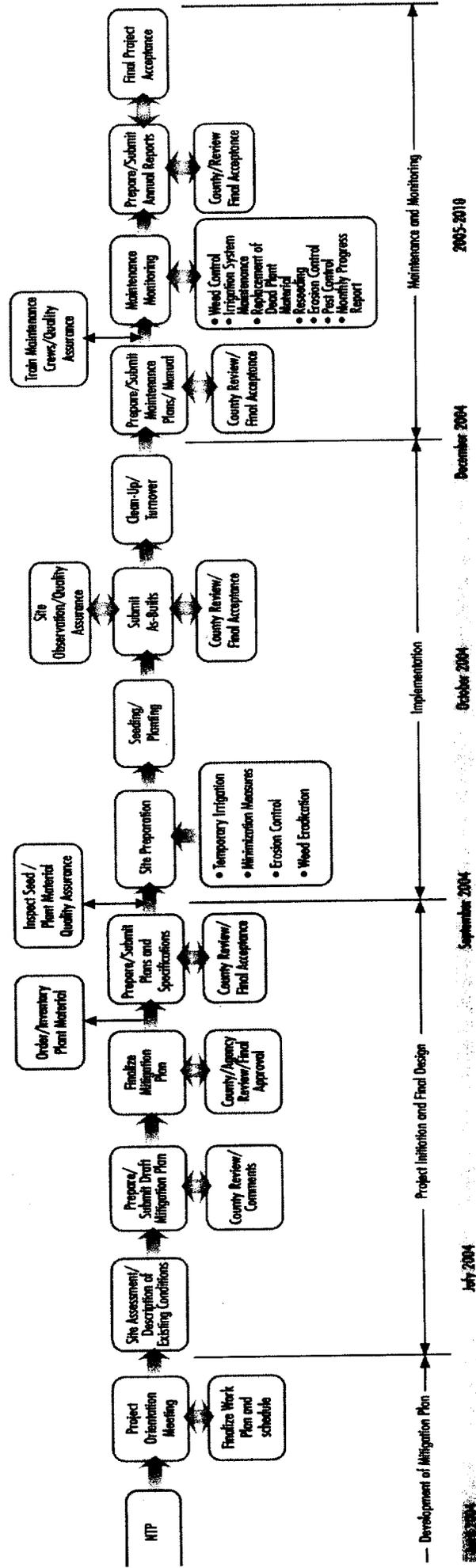
ERA is pleased to submit this scope of work to implement the mitigation and monitoring plans, maintain the site, and monitor the success of the site for five years. The purpose of the efforts proposed herein is to mitigate for impacts resulting from the Fieldbrook Debris Basin Enlargement/Modification Program. The Biological Resources Permit Mitigation and Revegetation Plan will be produced in accordance with the California Department of Fish and Game (CDFG) Streambed Alteration Agreement (SBAA) conditions (CDFG 1601 Agreement No. 5-241-99, January 19, 2001), and the Los Angeles County Department of Regional Planning Oak Tree Permit (Oak Tree Permit No. 01-011, March 15, 2001).

The seven primary requirements for the success of a habitat restoration effort are listed below:

1. Selection of an appropriate location for the restoration effort.
2. Removal of non-native ruderal species that compete with desired species.
3. Soil preparation, including topsoil importation and/or mycorrhizal fungi inoculation if necessary.
4. Seeding or planting with appropriate plant species for the location and microclimate.
5. Protecting the site from further disturbance.
6. Monitoring success and make changes to the program if necessary.
7. Maintaining the site during the plant establishment period. This may include weeding, trash removal, irrigation and barrier repair.

ERA will coordinate with Public Works to monitor the progress of the revegetation effort and initiate corrective measures if needed.

In accordance with the requirements of the Request for Proposal, ERA will perform and manage the following tasks identified.



### **Task 1 – Mitigation and Monitoring Plan**

ERA will prepare a Mitigation and Monitoring Plan in accordance with the CDFG stream alteration agreement (No. 5-241-99). ERA will submit to Public Works six copies of the draft Mitigation and Monitoring Plan for review and comments. ERA will incorporate Public Works' review comments into the final Mitigation and monitoring plan for approval by Public Works and CDFG. Six copies of the final Mitigation and Monitoring Plan will be submitted to Public Works.

The final Mitigation and Monitoring Plan will include:

- Description of existing site conditions for the restoration site.
- A detailed plant palette and planting plan for no less than 0.16 acres of oak/walnut woodland habitat, including appropriate understory species for this habitat type.
- Monitoring and maintenance procedures and timeline for the 5 year monitoring period.
- Irrigation scheduling.
- An Integrated Pest Management Plan for control of non-native plant species.
- Success criteria.

### **Task 2 – Revegetation Plans and Specifications**

ERA will prepare revegetation plans and specifications in accordance with the Mitigation and Monitoring Plan. ERA will submit to Public Works six copies of the draft plans and specifications for review and comments. ERA will incorporate Public Works' review comments into the final plans and specifications for approval. Six copies of the final plans and specifications will be prepared at full size (24 inches by 36 inches) and half size (11 inches by 17 inches) and submitted to Public Works.

The final plans and specifications will include:

- Grading/site preparation plans (if needed), planting plans, irrigation plans, installation details and specifications (installation and maintenance) to implement the conceptual guidelines for the revegetation program outlined in the Mitigation and Monitoring Plan.
- Guidelines for replacement planting, reseeding, fertilization, pest control, disease control, erosion control, weed control, trimming and other maintenance activities during and after the vegetation establishment period.
- Performance monitoring guidelines such as performance criteria, as-built conditions, monitoring schedule and annual performance monitoring reports.

Implementation of the revegetation program will be coordinated among Public Works, the Project Manager, the Project Biologists, the Project Landscape Architect and the plant material suppliers. The contracting nursery will be given the maximum lead time to complete special collection and prepare plant material for the project in order to assure availability and minimize costs. Field coordination will be provided by the Project Biologist through all phases of project implementation.

### **Task 3 – Planting and Seeding (Revegetation)**

Revegetation shall be conducted in accordance with the final approved plans and specifications. Upon notice to proceed from Public Works, the Project Biologist will conduct a reconnaissance of all revegetation areas and their adjacent habitat. The purpose of this inspection is to identify potential problem areas, document non-native plant composition, cover and densities, characterize soil conditions, and evaluate other variables that may affect the success of the revegetation program. Before the beginning of the implementation of the revegetation program, the Project Biologists will meet with Public Works, and the planting crew to discuss the details of the work to be conducted. If necessary, sensitive areas containing native plants or other sensitive resources will be flagged by the Project Biologists and will be shown to the crew.

## **Site Preparation**

Following this initial assessment, the revegetation areas will be prepared for planting. This will include the removal of trash and debris that might have been left from previous construction activities and, more importantly, the removal of non-native plants from the revegetation areas and their surroundings. All planting areas will be clear of non-native vegetation and the soil treated for subsequent seeding and planting. At the seedling stage, plants are highly susceptible to herbicide application and thus ERA will aggressively treat areas containing non-native infestation. Invasive non-native species will be closely monitored and their eradication promptly conducted as they represent a high risk factor for the establishment of native plant communities. A combination of hand-pulling, weed-whipping and spot herbicide application will be used as determined by the Project Biologists in consultation with Public Works. All uses of herbicides will comply with state and federal laws and will be applied only by a licensed pesticide applicator. If herbicides need to be used within streambeds, only those that are safe for aquatic use, such as AquaMaster (glyphosate), will be used. In addition, care with herbicide application will be taken around native plants to ensure they are not impacted.

If non-native tree removal is necessary during the migratory bird nesting season, a focused avian nesting survey will be conducted by the Project Biologists two days prior to tree removal in accordance with the Migratory Bird Act (16 U. S. G. 703-712). Birds in southern California usually nest between March 1 and August 31. Results of these surveys will be documented and forwarded to the permitting agencies upon Public Works review.

Slope boarding, track walking or other methods of soil texture enhancement that increase germination rates and facilitate the establishment of seedlings will be applied to the slopes and other areas as determined by the Project Biologist.

ERA and the landscape subcontractor will initiate site preparation in October, 2004. This initial task is expected to take approximately one week.

## **Seeding**

The method of seeding will be determined during the preparation of the Mitigation and Monitoring Plan. The Project Biologists will inspect the seed mix prior to its application. Attention will be paid to the labeling of bags containing the seed mix, their appropriate composition and ratio, and the overall quality of the seeds. The Project Biologists will also inspect all seeding equipment to assure no other seeds are present in the equipment that could then be inadvertently propagated. ERA will contact S&S Seeds to supply the necessary seed. S&S Seeds will be contacted immediately following the issuance of the notice to proceed to ensure prompt delivery of the proper seed species and quantities. The estimated cost of seeds will be, approximately, \$300.00

## **Container Planting**

The CDFG Stream Alteration agreement specifies the planting of approximately 60 California black walnut and 145 coast live oaks. In addition to these species, approximately 200 container plants of typical oak/walnut woodland species would also be installed. Prior to the planting, the Project Biologists will place small pin-flags to mark the locations of container plantings. In addition, the Project Biologist will oversee all container planting to ensure compliance with the approved plans and specifications. Plants will be color-coded for easy identification by the crew and will allow a natural random mix to be planted in selected areas. Spacing between small trees and shrubs will 8-10 feet on center and between 15-25 feet on center for oak and walnut trees.

Container trees and shrubs will be planted using standard horticultural practices: excavating a planting hole 2-3 times the diameter of the root ball, filling the hole twice with water, and leaving the plant crown approximately 1-inch above grade after planting. Plants will be placed in soils that have been thoroughly watered before planting, and watered immediately after planting. Any roots wrapped around the root ball will be loosened. The plants should be planted in clusters of three to five simulating natural patterns.

Depending upon the level of soil compaction, a man-powered or self-powered auger will be used for the drilling of holes. The depth of drilling may vary according to soil composition. Our experience has shown that appropriate drainage and soil conditions for effective root growth are critical for the long-term survival of native shrubs and trees.

Oak trees and California black walnut have the propensity to develop root diseases such as crown rot and oak root fungus, which are usually the result of poor drainage, over-watering or a combination of the two. It is therefore important to select appropriate areas for planting and to create the right conditions for healthy root growth. Oak trees and walnut trees will be provided with additional protection including enclosure devices from herbivores such as squirrels, voles, and deer. It may be necessary to provide some trees with additional shade as determined by the Project Biologists. The type of shade will depend on each planting locality and may include shade cloth or "nurse" plants.

To ensure availability of plants ERA will contact Tree of Life native nursery in the April, 2004 and all needed container plants will be placed on-hold. Depending on soil conditions at the time of planting this task is expected to take approximately three to five days. The estimated costs for plant materials is approximately \$2,000.00

### **Mulching**

Mulch is an important component of weed control and an efficient method of retaining moisture after watering or rainy periods. Weed-free mulch will be applied to all trees within two weeks of container material installation. Mulch will be applied to an area 2-3 feet in diameter, or 1.5 times the diameter of the dripline around each container plant, whichever is greater, and at a depth of 3-4 inches. The Project Biologists will oversee the mulching to ensure compliance with the approved plans and specifications. The expected time to carry on this task is included with the planting of containers.

### **Task 4 – Maintenance and Performance Monitoring**

The Project Manager and Project Biologists will be responsible for: (1) preparing as-builts of the revegetation site to be submitted to Public Works within thirty (30) days of completion of revegetation, including a letter report indicating the site was installed in accordance with the accepted plans and specifications, and general layouts of container plants and seed mixes as quantities of species per area; (2) providing timely direction to the landscape crew for invasive weed control and necessary remedial actions; (3) determining appropriate annual performance standards based on the five year performance standards specified in the CDFG Agreement (Condition 15); (4) selecting and surveying transects in the restoration site, (5) monitoring the health and growth performance of the installed plant material, and (6) facilitating compliance with performance standards.

Because the goal of the revegetation program is to create a self-supporting natural system with little or no maintenance, the primary effort of the maintenance/monitoring program is concentrated in the first few seasons of growth.

### **Maintenance**

Maintenance is an important task in the restoration of native plant communities including such activities as weed eradication, supplemental irrigation, and installation of additional plant material. A maintenance manual will be prepared by the Project Biologist to assist in the training of maintenance crews as to the identification of native and non-native plants, with particular emphasis on invasive species. The maintenance crew will attend to the quarterly remedial actions recommended by the Project Biologists. Site maintenance will be conducted for five years and will begin immediately after revegetation is completed. The Project Biologist will oversee maintenance activities to ensure compliance with the approved plans and specifications.

Maintenance schedule will be flexible enough to maintain the planting areas free of weeds and to assure the required survival rate and growth of plants and seed material. We estimate to conduct weekly maintenance visits during the first three months, bimonthly the following four months and monthly for the rest of the year 2005. During subsequent years our maintenance schedule will be concentrated on the growing season, usually December through May, and continue with maintenance visits as needed the rest of the season.

Weed control measures will include the following: (1) hand removal, (2) cutting or mowing, (3) chemical herbicides, and (4) light exclusion. Hand removal will be the primary method of weed control since it is very effective in eliminating only the desired plants. Chemical control will be used for the highly invasive exotics and weeds. Any herbicide treatment will be specified by a licensed Pest Control Advisor and applied by a licensed Pest Control Applicator.

Replanting will be performed as necessary during the appropriate planting period with the appropriate-sized stock, as determined by the Project Biologist and in consultation with Public Works, to help achieve the performance standards. If substantial non-compliance with the performance standards occurs, the Project Biologist will consult with Public Works and CDFG to determine whether corrective measures would be necessary.

The Project Biologists will perform monthly maintenance inspections during the first six months after installation. Thereafter, the Project Biologists will conduct maintenance inspections on a quarterly basis. Recommendations for maintenance efforts will be based on these site observations. Weed removal by the maintenance crew will be conducted on a quarterly basis for the first two years, or as directed by the Project Biologist based on site conditions.

### **Performance Monitoring**

A vital component of any revegetation program developed to mitigate habitat loss is documentation of the progress of the revegetation program until the plants are established and meet the performance standards. Monitoring will be performed in conjunction with a long-term maintenance program and will be conducted in accordance with the accepted plans and specifications. General observations will be important in documenting areas of poor growth or cover, dying plantings, weed invasion, and erosion problems. These areas can then be independently monitored and scheduled for more intensive maintenance activities. If necessary, the areas may be replanted or reseeded.

The monitoring program will use a variety of qualitative and quantitative procedures to document the changes in plant growth of the target species and changes in the density and dominance of all plant and wildlife species within the sampled areas. One of the most important procedures will be standardized observation of the entire site to provide a general record of trends on the mitigation site including plant growth. Coverage will include photographic documentation from designated points, which would give a visual record of the changes in structure and cover of the sites over time. Quantitative studies will be conducted to obtain plant cover estimates, percent survival, tree height, seedling counts, and to monitor changes in plant diversity on-site.

### **Performance Criteria**

The performance criteria for the revegetation site will include oak tree height standards specified in the Mitigation and Monitoring Plan, 80% survival by species of all planted trees and shrubs (except oak and walnut) after year one and 100% survival thereafter, 100% survival of all planted oak and walnut, 75% cover after three years, 90% cover after five years and no more than 5% cover of exotic plant species (CDFG, Condition 15). Any replacement plantings will be monitored with the same survival and height requirements for five years after planting. The following monitoring protocol proposed for this project has worked successfully on other revegetation projects with these same performance criteria.

### **Quantitative Monitoring**

The line-intercept and quadrant sampling methods will be used to determine the amount of cover achieved. To measure coverage by the line-intercept method, a transect (line) is established between two points. A tape measure is then strung between the two points and the length of intersection that each species has with the line is measured. When the coverage of all species is totaled, the result is frequently greater than the length of the transect because many species have overlapping areas of coverage. By measuring the area of bare ground intersecting the transect, the total vegetative cover can be established. Two 30-meter transects will be established in the 0.16-acre revegetation area. One square meter quadrants will be placed every five meters along each transect to determine visual estimates of the percent cover of herbaceous plants and seedlings. The number of transects required will be determined by the monitoring biologist, but in no case shall be less than

two transects dispersed approximately evenly across the site, although the location of the transects will be determined randomly.

Annual quantitative sampling will be conducted in spring of each year and periodic performance monitoring visits will be conducted monthly for the first six months, quarterly from six months through three years, and semiannually from years four through five. Specifically, site inspections will be conducted as follows:

- 2005: January, February, March (quantitative sampling), April, May, June, September, and December
- 2006: March (quantitative sampling), June, September, and December
- 2007: March (quantitative sampling), June, September, and December
- 2008: March (quantitative sampling), September
- 2009: March (quantitative sampling), September
- 2010: March (quantitative sampling)

Quantitative sampling will also include the determination of percent survival of all trees and shrubs by species and the average tree height of coast live oak and black walnut. Percent survival will be determined for each species by dividing the total number of living plants per species by the total number planted. All planted oaks and walnut will be measured with a 15-foot extending pole marked at 0.1-foot increments. Tree height for each species will be determined by dividing the total height of all individuals for each species by the total number of measured trees of each species.

### **Qualitative Monitoring**

The entire site will be visually inspected and qualitative or subjective determinations about the success of the revegetation will be made. This is necessary because the quantitative sample sites might not include important data. In addition, permanent photographic station locations will be determined by the Project Biologist to document the progress of the revegetation site over the course of the monitoring period. These locations will be chosen so as to provide unobstructed views of the revegetation sites and will be sufficient in number to adequately document the overall status of the site. Photos will be taken at these locations on an annual basis.

### **Schedule**

Immediately following installation, the site will be monitored monthly for six months to evaluate germination and the initial success of the revegetation effort. If germination is unsuccessful or the seedlings do not survive, a change in scope may be required to determine the cause of failure. From six months through three years following installation, monitoring will be conducted quarterly. Monitoring will be conducted semiannually thereafter through year five following installation. To ensure success of the revegetation program, any areas that require reinstallation of materials will have their monitoring program started over at the time of reinstallation. Once the revegetation site has met all of the performance criteria and when it can be demonstrated that all plants have been growing without supplemental irrigation for at least two years (CDFG condition 15 (C)), documentation will be submitted to CDFG for acceptance of the revegetation site.

### **Annual Reports**

Annual reports will be prepared following the annual quantitative and qualitative sampling periods. These reports will include an executive summary, introduction, methods, results, discussion and maintenance recommendations. Information on percent survival of planted trees and shrubs by species, percent cover of native and non-native vegetation, height of coast live and scrub oaks, the number of replacement plantings by species, an overview of the revegetation effort, the status of the revegetation site relative to the performance standards, transect photographs and photographs from the photo stations will also be included. Draft annual reports will be submitted to Public Works for its review and comments. Upon receiving these comments, copies of the final reports will be sent to the Public Works and CDFG by January 1 of each year.

### **Task 5 – Temporary Irrigation**

Temporary irrigation will be provided to ensure plant establishment. Watering will be provided during the dry season and as a supplement during the wet season, if needed, for the first two years of the plant establishment period. The type of irrigation system provided in the approved plans and specifications (e.g., overhead sprinklers, bubblers, drip) will be installed. Coordination between the Project Biologist and the landscape crew will be conducted seasonally to help determine the needs and scheduling.

Based on the need to provide water for the seeded areas as well as container plants, we recommend the use of overhead sprinkles.

The irrigation system will be adequately maintained to assure their functioning and coverage of all container planted areas. Following the second winter season, the watering schedule will be gradually reduced to allow the plants to acclimate to the natural seasonal water supply. To comply with the CDFG Agreement (Condition 15 (C)), the irrigation system will be turned off completely after three years to show two years of growth without supplemental irrigation. Hand watering of replacement plantings may be required to avoid overwatering of more established plantings.

The irrigation system for the revegetation areas will be temporary and will be removed once the plantings are established. Belowground components will be abandoned in place and/or salvaged as possible.

### **Task 6 – Quality Assurance/Quality Control (QA/QC)**

English-speaking quality assurance/quality control monitors have been designated for this project. Our monitors are thoroughly familiar with the plant species being installed and the installation methods that will be specified in the Mitigation and Monitoring Plan. Monitors' responsibilities include the following:

- Inspection and approval of the condition of all materials, including seed mixes, container plants, mulch and mycorrhizal inoculant delivered to the project site
- Ensuring that the most current, best landscaping standards are used for the project
- Ensuring that all non-plant materials are not defective
- Ensuring that all local, municipal and state laws, rules and regulations governing or relating to the project are followed
- Supervising installation and maintenance of the revegetation project
- Ensuring that the approved plans and specifications, including the BRPMRP, are followed

All materials and workmanship will be warranted for the duration of the project and will be replaced if deemed to be defective or insufficient. It is understood that we shall replace any materials that are dead or in poor condition, as determined solely by Public Works, at our expense and within ten (10) working days of written notification from Public Works, or will provide written justification if such a schedule cannot be met.

### **3.3 Staffing and Resources Management Plan**

Based on our recent experience in working with the County of Los Angeles on the Thompson Creek Dam Restoration Project and with the Bear Creek Golf Course on the Bear Creek Riparian Revegetation Project, we expect the Fieldbrook Debris Basin Enlargement/Modification Project to be similar in schedule. We therefore assume that the development of the mitigation plan to be completed by July 2004, the installation portion of the project would be completed by December 2004, and monitoring to be completed by December 2010. A preliminary schedule is included on the following page that reflects the anticipated time needed for each task.

ID	Task Name	November		April		September		February		July		December	
		4/27	1/4	9/12	5/22	1/29	10/8	6/17	2/24	11/2	7/12	3/21	11/28
1	<b>Task 1 - Mitigation and Monitoring Plan</b>	[Gantt bar with arrows]											
2	Preparation of Draft Plan	[Gantt bar]											
3	Public Works Comment Period	[Gantt bar]											
4	Incorporation of Comments	[Gantt bar]											
5	Submittal of Final Plan and Agency Approval	[Gantt bar]											
6	<b>Task 2 - Revegetation Plans and Specification</b>	[Gantt bar]											
7	Prepare Plans and Specifications	[Gantt bar]											
8	County Review and Final Approval	[Gantt bar]											
9	<b>Task 3 - Planting and Seeding (Revegetation)</b>	[Gantt bar]											
10	Site Preparation	[Gantt bar]											
11	Seeding and Planting	[Gantt bar]											
12	Prepare and Submit As-Built Drawings	[Gantt bar]											
13	<b>Task 4 - Maintenance and Performance Monitoring</b>	[Gantt bar]											
14	Maintenance	[Gantt bar]											
15	Performance Monitoring	[Gantt bar]											
16	Annual Reports	[Gantt bar]											
17	<b>Task 5 - Temporary Irrigation</b>	[Gantt bar]											
18	Installation	[Gantt bar]											
19	Removal	[Gantt bar]											
20	<b>Task 6 - Quality Assurance/Quality Control (QA/QC)</b>	[Gantt bar]											

Task  
 Split  
 Progress  
 Milestone  
 Summary  
 Project Summary  
 External Tasks  
 External Milestone  
 Deadline

Project: Whittier Narrows Schedule  
 Date: Tue 3/2/04

### **3.4 Management Philosophy**

ERA's project management approach is geared toward quickly identifying and resolving project issues and meeting established goals. This process features:

- Project Manager – single point-of-contact and project control.
- A Core Team focused upon the key work elements of project design and development review, water conservation, water consumption analysis and tracking, irrigation design.
- Recognized experts assigned to discrete tasks.
- Efficient project administration.
- Project-specific scheduling coordinated with County's needs.
- An effective coordination and communications process.
- Advanced information systems and document control procedures.
- A project-specific Quality Control Plan.

ERA's Project Manager will serve as our single point-of-contact for the City. In this capacity the Project Manager will be responsible for:

- Managing the ERA Team, working with Michael Benner, Vice President and Project Director, to make decisions on behalf of the Team and to commit corporate resources to meet project requirements.
- Scheduling and internally coordinating the Team's work.
- Ensuring that the project's technical/professional and contractual requirements are thoroughly fulfilled.
- Establishing clear lines of communication both internally and externally.
- Initiating and maintaining a quality control program tailored to the project.
- Managing an effective project controls system which delivers high quality work on time and under budget.

### **3.5 Scheduling and Budget**

Project Managers' computers are loaded with such management tools and software as Microsoft Project and Primavera. Budget information is closely monitored by ERA's accounting department through a program called Deltek. This software program provides Project Managers with specific, up-to-date task and subtask details. Through the scheduling software Microsoft Project, we are also able to produce milestone charts, bar charts and the critical path network as tools which also assist in reviewing our progress on a weekly, monthly and in-depth to-date basis, analyzing actual expenses to budget projections.



## **Section 4—Subcontractors**



## **Section 4.0— Subcontractors**

For this proposal we will be using Inland Empire Landscape Contractors as our landscape contractor. Inland Empire Landscape is a small, minority owned firm with 14 employees. Inland Empire Landscape Contractors (Inland Empire) is an experienced Southern California landscape contractor. EcoSystems Restoration Associates (ERA) has used Inland Empire as a subconsultant on several projects including the Bear Creek Riparian Restoration Project, the Kinder Morgan Pipeline Revegetation Project at Camp Pendleton and the Thompson Creek Dam Restoration Project described below. Inland Empire's tasks on these projects have included irrigation installation, container plant and seed installation and maintenance. Per the RFP, we have included all required subconsultant forms following this page.

### **Project Experience**

#### **Bear Creek Riparian Restoration, Riverside County, California**

Inland Empire assisted in the installation and maintenance for this 3.0 acre riparian restoration project. A total of 682 container plants, approximately 800 cuttings and 3.0 acres of riparian and upland seed were installed on site. Maintenance consisted of non-native plant control using hand weeding, mechanical removal and spot herbicide application methods.

#### **Kinder Morgan Pipeline Revegetation Project, Camp Pendleton, San Diego County, California**

Inland Empire assisted in the maintenance of this 25-mile pipeline revegetation project. Maintenance activities included non-native plant control using hand weeding, mechanical removal and spot herbicide application methods.

#### **Thompson Creek Dam Restoration Project, Los Angeles County, California**

Inland Empire assisted in the installation and maintenance of the temporary irrigation system, installation of container plants and seed and maintenance for this 2.5 acre coastal sage scrub (CSS), chaparral and riparian restoration project. Inland Empire was responsible for the installation of all irrigation line and sprinklers as well as the maintenance of this system. A total of 754 container plants and 2.5 acres of CSS, chaparral and riparian seed were installed on site. Maintenance activities included non-native plant control using hand weeding, mechanical removal and spot herbicide application methods.

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

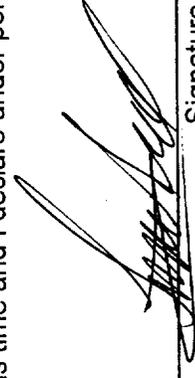
PROPOSED CONTRACT FOR: Whittier Narrows SERVICE BY PROPOSER Can Dissape Contractor  
 PROPOSAL DATE: 3/4/04

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

### 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	1998	1999	2000	2001	2002	Total	Current Year to Date
1. Number of contracts	/	/	/	/	7	7	14
2. Total dollar amount of Contracts (in thousands of dollars)					\$300,000	\$300,000	\$750,000
3. No. of fatalities					0	0	0
4. No. of lost workday cases					0	0	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment					0	0	0
6. No. of lost workdays					0	0	0

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

Date Joe Ibarra Signature 

Name of Proposer or Authorized Agent (print)

## CONFLICT OF INTEREST CERTIFICATION

I, Joel Ibarra

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

of INLAND EMPIRE LANDSCAPE  
Name of proposer

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

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

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

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

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

Date: Signed 2/25/04/ 

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Inland Empire Landscape Proposer's/Offeror's Name

2456 Kern St San Bernardino CA 92407  
Address

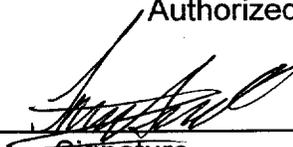
721537018 Internal Revenue Service Employer Identification Number

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

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

Inland Empire Landscape  
Proposer

JOEL IBARRA-  
Authorized representative

 Signature  
2/25/04- Date

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

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

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

FIRM NAME: Inland Empire Landscape

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's 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:

**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  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 14

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	/	/				
Hispanic/Latino	1	/			13	
Asian or Pacific Islander	/	/				
American Indian	/	/				
Filipino	/	/				
White	/	/				

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	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	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: [Signature] Title: OWNER Date: 2/25/04

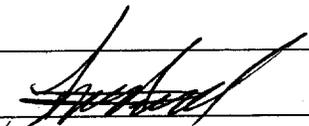
**LOS ANGELES COUNTY**  
**GAIN/GROW EMPLOYMENT COMMITMENT**

The undersigned:

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

OR

- declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and
- declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature		Title	OWNER
Firm Name	JOEL IDARRA	Date	7/25/04

Revised 04/18/05

**PRINCIPAL OWNER INFORMATION FORM**

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 provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department  
Special Projects  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0343

Telephone: (323) 889-2782

Contractor or Association Name as Shown on Bid or Proposal: Inland Empire Landscape

Contractor or Associated Member Name, if Contractor is an Association: \_\_\_\_\_

Contractor or Associated Member Address: 24524 Kern St

San Bernardino CA 92404

Telephone: (909) 473-9046 FAX: (909) 473-9040

County Department Receiving Bid or Proposal: County of LA Dept. of Public Works

Type of Goods or Services To Be Provided: Landscape Contractor Services

Contract or Purchase Order No. (if applicable): N/A

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I.  No natural person owns an interest of 10 percent or more in this Contractor.
- II.  Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received	
			From Contractor	
1.	<u>Yael Barva</u>	<u>owner</u>	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

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

By: \_\_\_\_\_ Date: 2/3/04

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name) \_\_\_\_\_ (Title/Position) owner

Revised 04/18/03

### 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 CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) Joel IDARVA, hereby submit this certification to the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS 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) Inland Empire Landscape, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) 2456 Kern St, San Bernardino CA 92407

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 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 25th day of February 2004  
(Month and Year)

at: San Bernardino, CA (City/State) 909-473-9066 (Telephone No.)

by: [Signature]  
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department  
Child Support Compliance Program  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0343 Telephone: (323) 889-2782

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

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

Company Name: <u>Inland Empire Landscape</u>			
Company Address: <u>2456 Kevin St.</u>			
City: <u>San Bernardino</u>	State: <u>CA</u>	Zip Code: <u>92407</u>	
Telephone Number: <u>909-473-9066</u>			
(Type of Goods or Services): <u>Landscape Contractor</u>			

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

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

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  
  
 "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.  
  
 "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
  
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

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

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

Print Name: <u>Joel Ibanez</u>	Title: <u>OWNER</u>
Signature: <u>[Handwritten Signature]</u>	Date: <u>2/25/04</u>



## **Section 6—Licenses and Certifications**



## **Section 6.0— Licenses and Certifications**

Submitted on the following page are copies of our arborist certification and C-27 Landscaping Contractor's License. The C-27 Landscaping License is held by Joel Ibarra, owner of Inland Empire Landscaping. Inland Empire Landscaping will serve as a subcontractor to ERA for this project.

attn  
Tito Marchant

State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
ACTIVE LICENSE



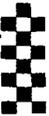
**802299** INDIV

INLAND EMPIRE LANDSCAPE

C27 HIC

12/31/2005







International  
Society  
of Arboriculture

**CERTIFIED ARBORIST®**

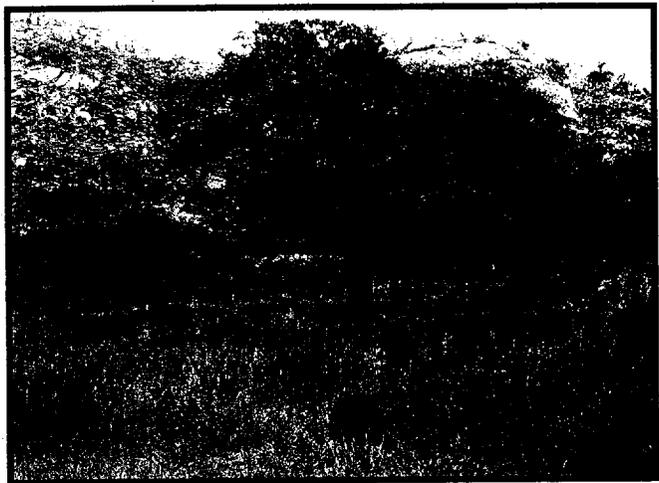
Jeffrey S. Crain

Certificate Number:

WE-6658A

Expiration Date:

6/30/2006



## **Section 7—Insurance**



## **Section 7.0— Insurance**

ERA's insurance information is listed below. We have included a copy of our certificate of insurance and our subconsultant's insurance information on the following page.

Insurance:      General Liability, Automobile and Professional Liability  
**Marsh Risk & Insurance Services**  
777 South Figueroa Street  
Los Angeles, California 90017  
Tel: (213) 346-5620  
Contact: Souzy Cardona

Workers Compensation and Employer's Liability  
**Aon Risk Services**  
707 Wilshire Boulevard  
Los Angeles, California 90017  
Tel: (213) 630-2038  
Contact: Romeo Senga

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
LOS-000343606-01

**PRODUCER**

Marsh Risk & Insurance Services  
777 South Figueroa Street  
CA License #0437153  
Los Angeles, CA 90017  
Attn: Roxann Byrne (213) 346-5588

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
A ACE American Insurance Company
- COMPANY  
B
- COMPANY  
C Illinois Union Insurance Company
- COMPANY  
D National Union Fire Insurance Company of PA

06510 -AECOM-CAS-2003 MCCL KMOU SANFR CA

**INSURED**

P&D CONSULTANTS, INC.  
999 TOWN & COUNTRY ROAD, 4TH FLOOR  
ORANGE, CA 92628

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	HDO G20589905	04/01/03	04/01/04	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H07849631	04/01/03	04/01/04	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
D	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 2860160	04/01/03	04/01/04	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS   OTH- ER \$ EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
C	<b>OTHER</b> ARCHITECTS & ENG. PROFESSIONAL LIAB.	EON G21654693 001 "CLAIMS MADE"	04/01/03	04/01/04	\$5,000,000 PER CLAIM/AGGREGATE DEFENSE INCLUDED

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

"THIS IS A SAMPLE CERTIFICATE ONLY", THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT CONSISTENT WITH POLICY TERMS.

**CERTIFICATE HOLDER**

"FOR PROPOSAL PURPOSES ONLY"

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

by: John F Wesley

DATE: 05/01/03

VALID AS OF: 05/01/03

CERTHOLDER COPY

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 08-01-2003

GROUP:  
POLICY NUMBER: 1680826-2003  
CERTIFICATE ID: 1  
CERTIFICATE EXPIRES: 08-01-2004  
08-01-2003/08-01-2004

CONTRACTORS STATE LICENSE BOARD SJ  
ATTN: WORKERS' COMP UNIT  
P.O. BOX 26000  
SACRAMENTO CA 95826

LICENSE NUMBER: #802298  
INCEPTION DATE: 08-01-2003  
D.O.: SJ

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days' advance written notice to the employer.

We will also give you 10 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

*J. Andor*

*Dianne C. Oki*

AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

STANDARD EXCLUSION: INDIVIDUAL EMPLOYERS AND HUSBAND AND WIFE EMPLOYERS ARE NOT ELIGIBLE FOR BENEFITS AS EMPLOYEES UNDER THIS POLICY.

EMPLOYER

LEGAL NAME

INLAND EMPIRE LANDSCAPE  
2456 KERN ST  
SN BERNRDNO CA 92407

ANTONIO-IBARRA ZARCO, JOEL

COPY

The ST Paul

### COMMERCIAL GENERAL LIABILITY PROTECTION COVERAGE SUMMARY

This Coverage Summary shows the limits of coverage that apply to your Commercial General Liability Protection. It also lists those endorsements, if any, that must have certain information shown for them to apply.

#### Limits Of Coverage

General total limit.	\$	2,000,000
Products and completed work total limit.	\$	2,000,000
Personal injury each person limit.	\$	1,000,000
Advertising injury each person limit.	\$	1,000,000
Each event limit.	\$	1,000,000
Premises damage limit.	\$	100,000
Medical expenses limit.	\$	5,000

#### Named Endorsement Table

**Important Note:** Only endorsements that must have certain information shown for them to apply are named in this table. The required information follows the name of each such endorsement. Other endorsements may apply too. If so, they're listed on the Policy Forms List.

Name of Insured	Policy Number	Effective Date
JOEL IBARRA	GL08100156	05/29/03
	Processing Date	14:02 001
	06/13/03	

Coverage Summary

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 02/26/04

PRODUCER  
LC Insurance Services  
130 E Cooley Drive 115  
Colton CA 92324

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A TRUCK INSURANCE EXCHANGE
- COMPANY B
- COMPANY C
- COMPANY D

INSURED  
JOEL IBARRA  
1395 WALNUT STREET  
SAN BERNARDINO, CA 92410

COVERAGES  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MCD EXP (Any one person) \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS	602541443	11/26/04	11/26/05	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
<b>BOILER LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				WC STATUTORY LIMITS <input type="checkbox"/> OTH. LIM. <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> <input type="checkbox"/> THE PROPRIETARY PARTNER/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL <input type="checkbox"/> OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

\*10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

INSURANCE IDENTIFICATION CARD

(STATE) CA

COMPANY NUMBER

COMPANY

TRUCK INSURANCE EXCHANGE

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

602541443

11/26/04

11/26/05

YEAR

MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

2001 TOYOTA

TUNDRA

5TBJN32171S184671

AGENCY/COMPANY ISSUING CARD

ALC Insurance Services  
1430 E Cooley Drive 115  
Colton CA

INSURED

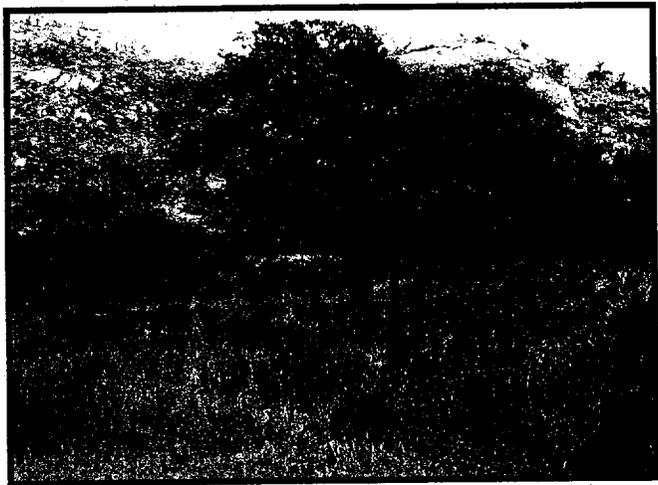
JOEL IBARRA  
dba: INLAND EMPIRE LANDSCAPE  
SAN BERNARDINO CA 92410

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as  
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance Company and policy number for each vehicle involved.

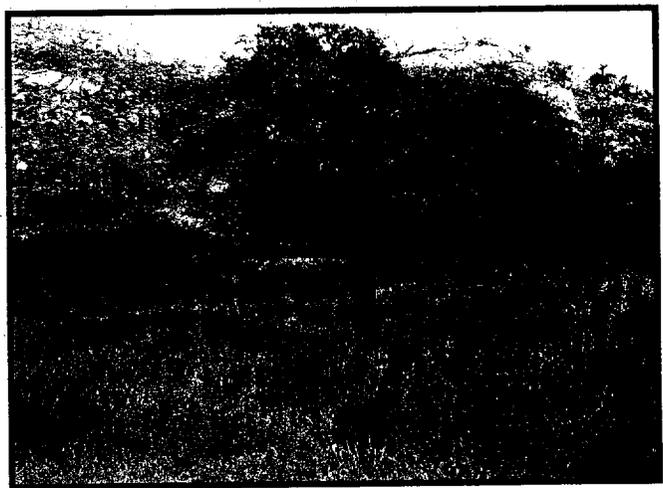


## **Section 8—Additional Data and Materials**



## **Section 8.0— Additional Data and Materials**

There is no additional data we wish to present.



## **Section 9—Forms**



## **Section 9.0— Forms**

As per the RFP instructions, the subsequent forms have been completed and submitted following this page:

- Declaration for Proposal
- Contractor's Industrial Safety Record
- Conflict of Interest Certification
- Proposer's/Offeror's Equal Employment Opportunity
- Proposer's Reference List
- List of Subcontractors
- Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II only)
- GAIN/GROW Employment Commitment Form
- Principal Owner Information Form
- Child Support Compliance Program Certification
- Employee Jury Services Program Application for Exception and Certification Form

## DECLARATION FOR PROPOSAL

**To the Board of Supervisors of Los Angeles County:**

1. This declaration is given in support of the proposal of Whittier Narrows Mitigation for Mitigation Plan service.
2. I am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). My title, capacity or relationship to the Proposer is:  
Senior Vice President

The Proposer's form of entity is as follows:

<input type="checkbox"/>	An individual doing business as:
<input checked="" type="checkbox"/>	A corporation whose principal place of business is: <u>Orange, CA</u> And whose state of incorporation is: <u>Delaware</u>
<input type="checkbox"/>	A partnership of: _____ And: _____
<input type="checkbox"/>	A joint venture of: _____ And: _____
<input type="checkbox"/>	A limited liability company

3. The only persons or parties interested in this proposal as principals are the following:

Name(s) Tito Marchant	Title Principal	Phone (619) 291-1475 x 246	Fax (619) 291-1476
Street 8954 Rio San Diego Dr. Ste. 610	City San Diego	State CA	Zip 92108
Name(s) John Bridges	Title Sr. Vice President	Phone (619) 291-1347	Fax (619) 291-1348
Street 8954 Rio San Diego Dr. Ste. 610	City San Diego	State CA	Zip 92108
Name(s)	Title	Phone	Fax
Street	City	State	Zip

The undersigned hereby declares: 1) That this proposal is made with out collusion with any other person, firm or corporation; 2) That the Proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge; 3) That the Proposer has carefully examined the specifications, both general and detail, and any drawings attached hereto, and any additional communications sent and makes this proposal in accordance therewith; 4) If this proposal is accepted, the Proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles; 5) The Proposer proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule.

I am informed and believe and declare under penalty of perjury under the laws of California that the foregoing is true and correct.

  
 \_\_\_\_\_  
 Signature of Declarant

\_\_\_\_\_  
 3/4/04  
 Date

\_\_\_\_\_  
 Senior Vice President  
 Title

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

**PROPOSED CONTRACT FOR:** EcoSystems Restoration Associates, a division of P&D Consultants SERVICE BY PROPOSER Mitigation  
**PROPOSAL DATE:** March 4, 2004

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

### 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	1999	2000	2001	2002	2003	Total	Current Year to Date
1. Number of contracts	432	541	707	708	852	3,240	706
2. Total dollar amount of Contracts (in thousands of dollars)	17,606	17,265	17,565	21,302	28,520	102,358	10,542
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	0	1	0	4	5	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
6. No. of lost workdays	0	0	30	0	315	345	0

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

3/4/04 John Bridges, FAICP

Date Name of Proposer or Authorized Agent (print)

  
Signature

## CONFLICT OF INTEREST CERTIFICATION

I, John Bridges, FAICP

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title Senior Vice President

of EcoSystems Restoration Associates, a division of P&D Consultants  
Name of proposer

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

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

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

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

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

Date: Signed \_\_\_\_\_



# PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

EcoSystems Restoration Associates, a division of P&D Consultants Proposer's/Offeror's Name

8954 Rio San Diego Drive, Ste. 610, San Diego, CA 92108  
Address

95-4473104 Internal Revenue Service Employer Identification Number

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

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

EcoSystems Restoration Associates, a division of P&D Consultants  
Proposer

John Bridges, FAICP, Senior Vice President  
Authorized representative

 Signature 3/4/04  
Date

## PROPOSER'S REFERENCE LIST

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

A. COUNTY OF LOS ANGELES AGENCIES. All contracts with the County during the previous three years must be listed.

SERVICE: INFRASTRUCTURE	DATES: 3/6/2002
DEPT/DISTRICT: PUBLIC WORKS	
CONTACT: MR. JOE YOUNG	
TELEPHONE: (626) 458-7898	
FAX: (626) 458-7827	
SERVICE: ECOSYSTEM RESTORATION	DATES: 6/27/2002
DEPT/DISTRICT: PUBLIC WORKS	
CONTACT: MR. AUGUST SCHMID	
TELEPHONE: (626) 458-6127	
FAX: (626) 979-5436	
SERVICE: ENVIRONMENTAL	DATES: 7/8/2002
DEPT/DISTRICT: REGIONAL PLANNING	
CONTACT: MR. JAMES E. HARTL	
TELEPHONE: (213) 974-6411	
FAX: (213) 626-0434	
SERVICE: ANALYSIS OF IMPEDIMENTS (AI) TO FAIR HOUSING CHOICE	DATES: 9/17/2002
DEPT/DISTRICT: COMMUNITY DEVELOPMENT COMMISSION	
CONTACT: MR. RANDY BISSEL	
TELEPHONE: (323) 890-7321	
FAX: (323) 890-8595	
SERVICE: INFRASTRUCTURE	DATES: 4/15/1999
DEPT/DISTRICT: PUBLIC WORKS	
CONTACT: TOM LOWRY	
TELEPHONE: (626) 458-7389	
FAX: (626) 282-1365	

SERVICE: AIRPORT	DATES: (626) 458-7389
DEPT/DISTRICT: PUBLIC WORKS	
CONTACT: TED A. GUSTIN	
TELEPHONE: (626) 458-7389	
FAX: (626) 282-1365	
SERVICE: TRAFFIC ANALYSIS	DATES: 9/23/2002
DEPT/DISTRICT: TRANSPORTATION	
CONTACT: AJAY MALIK	
TELEPHONE: (562) 699-7411	
FAX: (562) 692-2941	
SERVICE: FINAL PLANS, SPECS & ESTIMATES	DATES: 6/13/2003
DEPT/DISTRICT: DPW SANITATION DISTRICT	
CONTACT: AJAY MALIK	
TELEPHONE: (562) 699-7411	
FAX: (562) 699-5422	
SERVICE: LANDFILL IRRIGATION SYSTEM	DATES: 3/27/2003
DEPT/DISTRICT: SANITATION DISTRICT	
CONTACT: ALMA HORVATH	
TELEPHONE: (562) 699-7411	
FAX: (562) 699-5422	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES.

SERVICE: RESTORATION	DATES: 3/6/2002
AGENCY/FIRM: RIVERSIDE COUNTY REGIONAL PARK & OPEN SPACE DISTRICT	
ADDRESS: 4600 CRESTMORE ROAD, RIVERSIDE, CA 92509	
CONTACT: RON BAXTER	
TELEPHONE: (909) 955-5117	
FAX: (909) 955-4795	
SERVICE: RESTORATION	DATES: 11/01/03 - 12/31/04
AGENCY/FIRM: AMEC EARTH & ENVIRONMENTAL, INC.	
ADDRESS: 5510 MOREHOUSE DRIVE, SAN DIEGO, CA 92121	
CONTACT: MARISSA CUEVAS	
TELEPHONE: (858) 458-9044	
FAX: (858) 458-0943	
SERVICE: MITIGATION AND MONITORING	DATES: 8/14/2003
AGENCY/FIRM: COUNTY OF ORANGE, PUBLIC FACILITIES & RESOURCES DEPARTMENT	
ADDRESS: 300 N. FLOWER STREET, SANTA ANA, CA 92702	
CONTACT: VINH TRAN	
TELEPHONE: (714) 834-3824	
FAX: (714) 834-5188	
SERVICE: RESTORATION	DATES: 01/31/03 - 12/31/03
AGENCY/FIRM: AMEC EARTH & ENVIRONMENTAL, INC.	
ADDRESS: 5510 MOREHOUSE DRIVE, SAN DIEGO, CA 92121	
CONTACT: MARISSA CUEVAS	
TELEPHONE: (858) 458-9044	
FAX: (858) 458-0943	
SERVICE: RESTORATION & MAINTENANCE	DATES: 8/7/2002
AGENCY/FIRM: BEAR CREEK GOLF COURSE	
ADDRESS: 22640 BEAR CREEK DRIVE, MURIETA, CA 92562	
CONTACT: PETER HANSEN	
TELEPHONE: (909) 677-8621	
FAX: (909) 677-7066	
SERVICE: RESTORATION	DATES: 1/11/2002
AGENCY/FIRM: AMEC EARTH & ENVIRONMENTAL, INC.	
ADDRESS: 5510 MOREHOUSE DRIVE, SAN DIEGO, CA 92121	
CONTACT: MARISSA CUEVAS	
TELEPHONE: (858) 458-9044	
FAX: (858) 458-0943	

SERVICE: RESTORATION	DATES: 11/01/03 - 12/31/04
AGENCY/FIRM: AMEC EARTH & ENVIRONMENTAL, INC.	
ADDRESS: 5510 MOREHOUSE DRIVE, SAN DIEGO, CA 92121	
CONTACT: MARISSA CUEVAS	
TELEPHONE: (858) 458-9044	
FAX: (858) 458-0943	
SERVICE: NATIVE GRASS EVALUATION PILOT PROGRAM	DATES: 06/15/00 - 06/30/03
AGENCY/FIRM: STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION	
ADDRESS: 1120 "N" STREET, MS #28, SACRAMENTO, CA 95814	
CONTACT: KEITH ROBINSON	
TELEPHONE: (916) 654-6200	
FAX: (916) 654-3770	
SERVICE: BIOLOGICAL, CEQA, AND PERMITTING	DATES: 07/01/02 - 07/01/03
AGENCY/FIRM: BRYAN A. STIRRAT & ASSOCIATES	
ADDRESS: 1360 VALLEY VISTA DRIVE, DIAMOND BAR, CA 91765	
CONTACT: CHRISTINE ARBOGAST	
TELEPHONE: (909) 860-7777	
FAX: (909) 860-8017	
SERVICE: DEVELOP SAMPLING PROGRAM	DATES: 5/2001
AGENCY/FIRM: PACIFICA COMPANIES	
ADDRESS: 1785 HANCOCK STREET, SUITE 100, SAN DIEGO, CA 92110	
CONTACT: DEEPAK ISRANI	
TELEPHONE: (619) 296-9000	
FAX: (619) 296-9090	
SERVICE: BIOLOGICAL	DATES: 1/21/1997
AGENCY/FIRM: COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS	
ADDRESS: 5555 OVERLAND AVE., SAN DIEGO, CA 92123	
CONTACT: CONNIE WILLENS / DAVID S. SOLOMON	
TELEPHONE: (619) 694-3223	
FAX: (619) 694-2490	
SERVICE: MITIGATION MONITORING	DATES: 11/5/1996
AGENCY/FIRM: COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS	
ADDRESS: 5555 OVERLAND AVE., SAN DIEGO, CA 92123	
CONTACT: CONNIE WILLENS / DAVID S. SOLOMON	
TELEPHONE: (619) 694-3223	
FAX: (619) 694-2490	



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

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

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

FIRM NAME: EcoSystems Restoration Associates, a division of P&D Consultants	
<input checked="" type="checkbox"/> 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's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My county (WebVen) Vendor Number:	

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

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 246						
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					3	
Hispanic/Latino			3	1	75	7
Asian or Pacific Islander			1	7	9	
American Indian					1	1
Filipino				1	1	1
White			16	5	72	42

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

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

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLE 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	Disadvan- taged	Disabled Veteran	Expiration Date
N/A					

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

Authorized Signature: 	Title: Senior Vice President	Date: 3/4/04
--	---------------------------------	-----------------

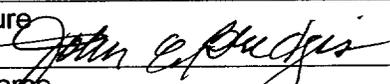
**LOS ANGELES COUNTY**  
**GAIN/GROW EMPLOYMENT COMMITMENT**

The undersigned:

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

**OR**

- declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and
- declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Senior Vice President
Firm Name EcoSystems Restoration Associates, a division of P&D Consultants	Date March 4, 2004

### PRINCIPAL OWNER INFORMATION FORM

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 provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidder or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

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

Contractor Name or Association Name as Shown on Bid or Proposal: EcoSystems Restoration Associates, a Division of P&D Consultants

Contractor or Associated Member Name, if Contractor is an Association: \_\_\_\_\_

Contractor or Associated Member Address: 8954 Rio San Diego Drive, Ste. 610, San Diego, CA 92108

Telephone: (619) 291-1475 FAX: (619) 291-1476

County Department Receiving Bid or Proposal: County of Los Angeles Department of Public Works

Type of Goods or Services To Be Provided: Whittier Narrows Mitigation Site

Contract or Purchase Order No. (if applicable): 999758.0014

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I.  No natural person owns an interest of 10 percent or more in this Contractor.
- II.  Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received	
			[YES]	[NO]
1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

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

By:  Date: 3/4/04  
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

John Bridges, FAICP Sr. Vice President  
(Print Name) (Print Title/Position)

### CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 established 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 YOU BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) John Bridges, hereby submit

This certification to the LOS ANGELES DEPARTMENT OF PUBLIC WORKS 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)

EcoSystems Restoration Associates, a division of P&D Consultants, an independently-owned or franchise-owned business (circle one), located at (contractor or, if an association, associated member address)

8954 Rio San Diego Drive, San Diego, CA 92108

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

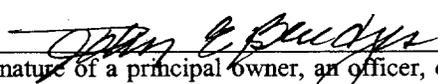
- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or 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 4th day of March 2004

(Month and Year)

at: San Diego, CA (City/State) (619) 291-1475 (Telephone No.)

by:   
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department  
Child Support Compliance Program  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0343

Telephone: (323) 889-2782

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

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

Company Name: EcoSystems Restoration Associates, A Division of P&D Consultants		
Company Address: 8954 Rio San Diego Drive, Ste. 610		
City: San Diego	State: CA	Zip Code: 92108
Telephone Number: (619) 291-1475		
(Type of Goods or Services): Mitgation Services		

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

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

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if asses to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program is the number of employees in my business and my gross annual revenues exceed the above limits.  
  

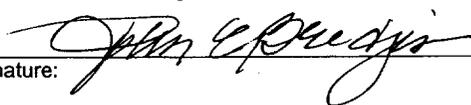
"Dominant in its field of operation" means having more than tem employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"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, or a business dominant in that field of operation.
  
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

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

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

Print Name: John Bridges, FAICP	Title: Senior Vice President
Signature: 	Date: March 4, 2004

## ENCLOSURE B

## Bid Detail Information

**Bid Number :** PW-ASD 220

**Bid Title :** WHITTIER NARROWS MITIGATION SITE

**Bid Type :** Service

**Department :** Public Works

**Commodity :** ARCHITECTURAL SERVICES - IRRIGATION - DRAINAGE - FLOOD CONTROL

**Open Date :** 1/29/2004

**Closing Date :** 3/4/2004 5:30 PM

**Bid Amount :** \$ 100,000

**Bid Download :** Not Available

**Bid Description :** NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Thursday, March 4, 2004, for the "Whittier Narrows Mitigation Site." The estimated cost for this project is \$100,000 for the first year and \$50,000 every year after.

A Proposers' Conference will be held Wednesday, February 18, 2004, at 9 a.m. in the Alhambra Room at 900 South Fremont Avenue, Alhambra, California 91803. This facility complies with the requirements of the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this conference.

Upon request, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m., or to have it mailed, contact Ms. Marcia Lucero at (626) 458 4044 (se habla Espanol) or at [mlucero@ladpw.org](mailto:mlucero@ladpw.org).

**Contact Name :** Marcia Lucero

**Contact Phone# :** (626) 458-4044

**Contact Email :** [mlucero@ladpw.org](mailto:mlucero@ladpw.org)

**Last Changed On :** 2/4/2004 4:26:51 PM

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

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

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

FIRM NAME: EcoSystems Restoration Associates, a division of P&D Consultants	
<input checked="" type="checkbox"/> 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's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My county (WebVen) Vendor Number:	

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

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 246						
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					3	
Hispanic/Latino			3	1	75	7
Asian or Pacific Islander			1	7	9	
American Indian					1	1
Filipino				1	1	1
White			16	5	72	42

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

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

Authorized Signature: 	Title: Senior Vice President	Date: 3/4/04
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**County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
CBE Firm/Organization Information Form**

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

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

FIRM NAME: Mariposa Horticultural Enterprises, 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's 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: 50312901

**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  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 368

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

Race/Ethnic Composition	Owners/Partners/Associate Partners		Employees	
	Male	Female	Male	Female
Black/African American				
Hispanic/Latino	1		7	
Asian or Pacific Islander			1	1
American Indian				
Filipino				
White			10	

**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	Disadvantaged	Disabled Veteran	Expiration Date
WMBE CLEARING HOUSE	X	X			9/2/06
CITY & COUNTY OF LOS ANGELES	X	X			5/2004

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

Authorized Signature: Terry Noriega Title: PRESIDENT Date: 3/4/04

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

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

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

FIRM NAME: <b>UNITED PACIFIC SERVICES, INC.</b>	
<input type="checkbox"/> 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's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: <b>528879 01</b>	

**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:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): <b>38</b>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
	Male		Female		
Black/African American					3
Hispanic/Latino			4		24
Asian or Pacific Islander					
American Indian					
Filipino					
White	1	1	3		2

**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	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

**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	Disadvan- taged	Disabled Veteran	Expiration Date

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

Authorized Signature: 	Title: <b>President</b>	Date: <b>3/03/04</b>
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**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

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

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

FIRM NAME: TruGreen LandCare, Branch 6246

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's 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:

**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  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 108

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

Race/Ethnic Composition	Owner/Partner/Associate Partner		Manager		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			3		100	1
Asian or Pacific Islander						
American Indian						
Filipino						
White			2	1		1

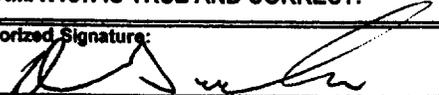
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. OWNS 5% OR MORE..

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:  Title: Branch Manager Date: 3/4/04