



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
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IN REPLY PLEASE
REFER TO FILE

March 06, 2024

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 March 6, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

**SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS
ON-CALL MECHANICAL AND ELECTRICAL MAINTENANCE AND
INSPECTION SERVICES FOR SAN GABRIEL DAM HYDROELECTRIC FACILITY
UNINCORPORATED AREA OF THE COUNTY OF LOS ANGELES,
NORTH OF THE CITY OF AZUSA
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award two services contracts, one for each of the following services: on-call mechanical maintenance and inspection services for the San Gabriel Dam hydroelectric facility and on-call electrical maintenance and inspection services for the San Gabriel Dam hydroelectric facility in the Angeles National Forest in the unincorporated area of the County of Los Angeles, north of the City of Azusa. The recommended contractors are EthosEnergy Field Services, LLC, and VISTAM, Inc., a Local Small Business Enterprise and Community Business Enterprise.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the facility.
2. Award a contract to EthosEnergy Field Services, LLC, for on-call mechanical maintenance and inspection services. The contract will be for a term of 1-year with three 1-year renewal options and a

month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$1,701,731.

3. Award a contract to VISTAM, Inc., a Local Small Business Enterprise and Community Business Enterprise, for on-call electrical maintenance and inspection services. The contract will be for a term of 1-year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$668,973.

4. Delegate authority to the Director of Public Works or his designee to execute these contracts; to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, EthosEnergy Field Services, LLC, and VISTAM, Inc., a Local Small Business Enterprise and Community Business Enterprise, have successfully performed during the previous contracts' period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.

5. Delegate authority to the Director of Public Works or his designee to annually increase the contracts' amounts up to an additional 10 percent of the annual contracts' sums, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to EthosEnergy Field Services, LLC, to provide on-call mechanical maintenance and inspection services for the San Gabriel Dam hydroelectric facility, and a services contract to VISTAM, Inc., a Local Small Business Enterprise and Community Business Enterprise, to provide on call electrical maintenance and inspection services for the San Gabriel Dam hydroelectric facility. The equipment on the hydroelectric plant is highly specialized and the proposed services are for troubleshooting and repair, as well as periodic maintenance and inspection intended to detect emerging issues. The use of these specialized services will allow the only hydroelectric plant at a County dam to be maintained in working condition by the contractor's skilled personnel who have many years of experience working on a multitude of hydroelectric plant facilities.

The San Gabriel Dam hydroelectric facility generates an average of 8,000 megawatt hours of electricity per year. The generated power has been used to offset charges to other Public Works electrical accounts. This provides the Los Angeles County Flood Control District with additional funding to perform flood control and water conservation activities across the region for the residents of the County of Los Angeles.

The previous contract for these services expired on July 30, 2022. Services have not been performed since the previous contract expired, however, the San Gabriel Dam hydroelectric facility has continued to generate power in 2023. New contracts are now needed to address the accumulated maintenance and repair items from the past year of operation at the facility.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by contracting with the contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual cost for on-call mechanical maintenance and inspection services for the San Gabriel Dam hydroelectric facility is \$343,784 and the annual cost for on-call electrical maintenance and inspection services for the San Gabriel Dam hydroelectric facility is \$135,146, plus 10 percent of the annual contract sum for each contract for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contracts.

Any unused authorized amounts up to 25 percent from the previous contracts' terms will be applied to subsequent renewal terms, including the three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with an estimated maximum potential contract sum of \$1,701,731 for on-call mechanical maintenance and inspection services for the San Gabriel Dam hydroelectric facility and \$668,973 for on-call electrical maintenance and inspection services for the San Gabriel Dam hydroelectric facility. These amounts are based on the annual unit rates quoted by the contractors and our estimated annual utilization of the contractors' services. The County may also authorize an extension of time to the contracts' maximum potential term not to exceed 180 days with no additional funding. Adjustments will be made to the annual contracts sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

Funding for the first year of these services is included in the Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies). When the need arises for services under these contracts, financing the required services will be from the appropriate fund source. Total annual expenditure for these services, however, will not exceed the contracts' amount approved by the Board. Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are EthosEnergy Field Services, LLC, located in Santa Fe Springs, California, and VISTAM, Inc., located in Signal Hill, California. The initial term of the contracts will be for a period of 1 year commencing upon the Board's approval and execution of the agreements by both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months. The County may also authorize an extension of time to the contracts' maximum potential terms not to exceed 180 days with no additional funding.

County Counsel has reviewed the contracts as to form (Enclosures A.1 and A.2) prior to approval. The recommended contracts with EthosEnergy Field Services, LLC, and VISTAM, Inc., were

solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

Standard services contracts have been used that contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosures B.1 and B.2 reflect the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, sex, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (Los Angeles County Code Chapter 2.121) and the Living Wage Program (Los Angeles County Code Chapter 2.201) do not apply to these contracts. In addition, the contractors understand and agree that the contracted work involves Public Works as defined by Section 1720 of the California Labor Code. The contractors represent and warrant that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

These contracts include a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the California Environmental Quality Act.

CONTRACTING PROCESS

On June 15, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosures C.1 and C.2), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,439 Local Small Business Enterprises, 157 Disabled Veteran Business Enterprises, 162 Social Enterprises, 752 Community Business Enterprises, 704 Community-Based Organization, 96 independent contractors, various business development centers, and municipalities about this business opportunity.

On July 20, 2023, one proposal was received for each of the following services: on-call mechanical maintenance and inspection services for the San Gabriel Dam hydroelectric facility, and on-call electrical maintenance and inspection services for the San Gabriel Dam hydroelectric facility. The proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the responsive and responsible proposers, EthosEnergy Field Services, LLC, located in Santa Fe Springs, California, and VISTAM, Inc., located in Signal Hill, California. Public Works received one proposal for each service and determined the contractors' price to be reasonable for the work requested. Public Works

The Honorable Board of Supervisors

3/6/2024

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notified the applicable unions of this solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA, PE

Director

MP:EM:ta

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

AGREEMENT FOR
ON-CALL MECHANICAL MAINTENANCE AND INSPECTION SERVICES FOR
SAN GABRIEL DAM HYDROELECTRIC FACILITY (BRC0000422)

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, 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 EthosEnergy Field Services, LLC, a Nevada Limited Liability Corporation located at 10455 Slusher Drive, Building #12, Santa Fe Springs, CA 90670, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on July 20, 2023, hereby agrees to provide services as described in this Contract for On-Call Mechanical Maintenance and Inspection Services for San Gabriel Dam Hydroelectric Facility (BRC0000422).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, San Gabriel Dam Hydroelectric Facility - Location Map; Exhibit H, San Gabriel Dam Hydroelectric Facility - Site Plan; Exhibit I, San Gabriel Dam Hydroelectric Facility - Operational Diagram; Exhibit J, San Gabriel Dam Hydroelectric Facility - Various Part Weights; Exhibit K, San Gabriel Dam Hydroelectric Facility - Lubricants and Capacities; Exhibit L, Equipment Description; and Exhibit M, Existing Equipment Incorporated into Control and Protection Systems Upgrade for San Gabriel Hydroelectric Facility; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$343,784 per year, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25% from the previous contract terms will be applied to subsequent renewal terms.

FOURTH: This Contract's initial term will be for a period of 1 year commencing upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 54 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to

renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

SEVENTH: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each 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 COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

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

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

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures.

Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

ETHOSENGERY FIELD SERVICES, LLC

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

AGREEMENT FOR
ON-CALL ELECTRICAL MAINTENANCE AND INSPECTION SERVICES FOR
SAN GABRIEL DAM HYDROELECTRIC FACILITY (BRC0000425)

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, 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 VISTAM, Inc., a California Corporation, located at 16037 Avenida San Miguel, La Mirada, CA 90638 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on July 20, 2023, hereby agrees to provide services as described in this Contract for On-Call Electrical Maintenance and Inspection Services for San Gabriel Dam Hydroelectric Facility (BRC0000425).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, San Gabriel Dam Hydroelectric Facility - Location Map; Exhibit H, San Gabriel Dam Hydroelectric Facility - Site Plan; Exhibit I, San Gabriel Dam Hydroelectric Facility - Operational Diagram; Exhibit J, San Gabriel Dam Hydroelectric Facility - Various Part Weights; Exhibit K, San Gabriel Dam Hydroelectric Facility - Lubricants and Capacities; Exhibit L, Equipment Description; and Exhibit M, Existing Equipment Incorporated into Control and Protection Systems Upgrade for San Gabriel Hydroelectric Facility; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1a, an amount not to exceed \$135,146 per year, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25% from the previous contract terms will be applied to subsequent renewal terms.

FOURTH: This Contract's initial term will be for a period of 1 year commencing upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 54 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to

renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the unit prices quoted in Form PW-2.1a, Schedule of Prices.

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

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

SEVENTH: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each 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 COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

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

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

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures.

Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

VISTAM, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL MECHANICAL MAINTENANCE AND INSPECTION SERVICES FOR SAN GABRIEL DAM HYDROELECTRIC FACILITY (BRC0000422)**

SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1	ETHOSENERGY FIELD SERVICES, LLC.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Hill Crane Service	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL MECHANICAL MAINTENANCE AND INSPECTION SERVICES FOR SAN GABRIEL DAM HYDROELECTRIC FACILITY (BRC0000422)

FIRM INFORMATION*		EthosEnergy Field Services, LLC
BUSINESS STRUCTURE		Corporation**
OWNERS/PARTNERS	CULTURAL/ETHNIC COMPOSITION	NUMBER/% OF OWNERSHIP
	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	0
	TOTAL	0
	Female (included above)	0
COUNTY CERTIFICATION		
CBE		No
LSBE		No
OTHER CERTIFYING AGENCY		N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**Corporation - A break down of Owners/Partners is not provided.

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL ELECTRICAL MAINTENANCE AND INSPECTION SERVICES FOR SAN GABRIEL DAM HYDROELECTRIC FACILITY (BRC0000425)

SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1	VISTAM, Inc.	X	X	X	N/A	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL ELECTRICAL MAINTENANCE AND INSPECTION SERVICES FOR SAN GABRIEL DAM HYDROELECTRIC FACILITY (BRC0000425)

FIRM INFORMATION*		VISTAM, INC.
BUSINESS STRUCTURE		Corporation
OWNERS/PARTNERS	CULTURAL/ETHNIC COMPOSITION	NUMBER/% OF OWNERSHIP
	Black/African American	
	Hispanic/Latino	
	Asian or Pacific Islander	4/100%
	Native American	
	Subcontinent Asian	
	White	
	TOTAL	4/100%
	Female (included above)	1/25%
COUNTY CERTIFICATION		
CBE		Yes
LSBE		Yes
OTHER CERTIFYING AGENCY		Southern California Minority Supplier Development Council

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



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Solicitation Information

Solicitation Number:	BRC0000422		
Title:	On-Call Mechanical Maintenance and Inspection Services for San Gabriel Dam Hydroelectric Project		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$400,000.00
Commodity:	ENGINEERING - HYDROELECTRIC		
Description:	PLEASE TAKE NOTICE that Public Works requests proposals for the On Call Mechanical Maintenance and Inspection Services fo... More		
Open Day:	6/15/2023	Closed Date:	7/20/2023 5:30:00 PM
Contact Name:	Jairo Flores	Contact Phone:	(626) 458-4069
Contact Email:	jflores@pw.lacounty.gov		
Notice of Intent to Award (0) :	Click here to view notice intent to award list.		
Solicitation Award (0) :	Click here to view award list.		
Last Changed On:	7/13/2023 2:58:52 PM		
Attachment File (0) :	Click here to download attachment files.		


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[+ Solicitation Information](#)

Solicitation Number:	BRC0000425		
Title:	On-Call Electrical Maintenance and Inspection Services for San Gabriel Dam Hydroelectric Project		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$175,000.00
Commodity:	ENGINEERING - HYDROELECTRIC		
Description:	PLEASE TAKE NOTICE that Public Works requests proposals for the On Call Mechanical Maintenance and Inspection Services fo... More		
Open Day:	6/15/2023	Closed Date:	7/20/2023 5:30:00 PM
Contact Name:	Jairo Flores	Contact Phone:	(626) 458-4069
Contact Email:	jflores@pw.lacounty.gov		
Notice of Intent to Award (0) :	+ Click here to view notice intent to award list.		
Solicitation Award (0) :	+ Click here to view award list.		
Last Changed On:	7/13/2023 2:59:07 PM		
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