



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE

July 29, 2025

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:

**SERVICE CONTRACT
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
ON-CALL CLOSED-CIRCUIT TELEVISION INSPECTION OF SEWERS PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award three service contracts for on-call closed-circuit television inspection of sewers in the unincorporated communities of Los Angeles County and various contract cities.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act.
2. Award and delegate authority to the Director of Public Works or his designee to execute three contracts to the following: two small-sized firms, Empire Pipe Cleaning & Equipment, Inc., and Pipe Tec, Inc.; and one large-sized firm, National Plant Services, Inc., for on-call closed-circuit television inspection of sewers. These contracts will be for a period of 3 years with two 1-year renewal options and a month to month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential aggregate program sum of \$44 million. These contracts will be subject to the additional extension provisions specified below.
3. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Empire Pipe Cleaning & Equipment, Inc., Pipe Tec, Inc., and National Plant

Services, Inc., have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate these contracts for convenience if it is in the best interest of the County to do so.

4. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contracts' expiration dates as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given work order, and (3) necessary for the completion of that given work order.

5. Delegate authority to the Director of Public Works or his designee to increase the program amount up to an additional 10 percent, which is included in the maximum potential aggregate program sum for unforeseen additional work within the scope of these contracts, if required, and to adjust the program's sum for each option year over the term of these contracts 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

The purpose of the recommended actions is to award three contracts for on-call and intermittent maintenance and inspection services to maintain public infrastructure within the unincorporated communities of Los Angeles County and various contract cities. The work will include supporting closed-circuit television (CCTV) inspections and cleaning sewer lines. The recommended action aims to assist Public Works in supplementing staff and expertise for CCTV inspections. These contracts will ensure the availability of sufficient resources to provide condition assessments, evaluating the structural integrity and maintenance condition of the Consolidated Sewer Maintenance District's and the Marina Sewer Maintenance District's sewer lines. Certified NASSCO Pipeline Assessment and Certification Program trained operators must conduct the CCTV work using established industry program standards. This task is mandated by the Sanitary Sewer System Management Plan adopted by the Board on November 7, 2018.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by hiring 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 program is for an aggregate program amount of \$40 million plus 10 percent for additional work within the scope of these contracts. The contracts' initial term is for 3 years, commencing upon Board's approval and final execution by both parties, whichever occurs later, and ending on August 31, 2028, with two additional 1-year renewal options, not to extend beyond August 31, 2030, and a month to month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential aggregate program sum of \$44 million. This amount is based on the hourly rates quoted by the contractors and Public Works' estimated annual utilization of the contractor's 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 program sums 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 services, estimated at \$3 million, is included in the Consolidated Sewer Maintenance District Accumulative Capital Outlay Fund (J14 - Services and Supplies) and the Marina Sewer Maintenance District Fund (GC6 Services and Supplies) Fiscal Year 2025-26 Budgets. When services under these contracts are required, they will be financed from the appropriate fund. Total expenditures for these services will not exceed the program amount approved by the Board. Funding for the contracts' future years as well as a 10 percent contingency will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contracts as to form, which are substantially similar to the enclosed draft agreements (Enclosures A.1 through A.3). The recommended contracts with Empire Pipe Cleaning & Equipment, Inc., Pipe Tec, Inc., and National Plant Services, Inc., were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The expiration of these contracts are subject to the following conditions: where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be extended solely to allow for the completion of such services.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects 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, gender, or color.

ENVIRONMENTAL DOCUMENTATION

Approval of the recommended action does not constitute a project subject to the requirements of California Environmental Quality Act in that they can be seen with certainty that the action will not result in a direct or reasonably foreseeable indirect physical change in the environment.

CONTRACTING PROCESS

On June 25, 2024, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, 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, Daily Commerce, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,645 Local Small Business Enterprises, 169 Disabled Veteran Business Enterprises, 174 Social Enterprises, 1,041 Community Business Enterprises, and 1,385 Community-Based Organizations. Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 26 related businesses about this business opportunity.

The RFP allowed firms to compete as primes in one of three categories: small-, medium-, or large-sized firms. Each firm was requested to certify its own size based on number of personnel for competition with other firms in the same size category. The RFP stated that a total of five firms

would be awarded contracts as follows: two small-sized firms (with 25 or fewer personnel), two medium-sized firms (with 26 to 75 personnel), and one large-sized firm (with over 75 personnel).

On September 24, 2024, three proposals were received. All 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 highest rated, second highest rated, and third highest rated responsive, and responsible proposers; Empire Pipe Cleaning & Equipment, Inc., located in Orange, California, a small-sized firm; National Plant Services, Inc., located in Long Beach, California, a large sized firm; and Pipe Tec, Inc., located in Baldwin Park, California, a small-sized firm, respectively. There were no proposers in the medium-sized business enterprise category. Public Works notified the applicable union (SEIU Local 721) on this solicitation.

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 this contract. 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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Sewer Maintenance Division.

The Honorable Board of Supervisors

7/29/2025

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Respectfully submitted,

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

MARK PESTRELLA, PE

Director

MP:SK:sc

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

AGREEMENT FOR
ON-CALL CLOSED-CIRCUIT TELEVISION INSPECTION OF SEWERS PROGRAM
(BRC0000367)

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, 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 Empire Pipe Cleaning & Equipment, Inc., a California corporation, located at 1788 North Neville Street, Orange, CA 92865 (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 September 24, 2024, hereby agrees to provide services as described in this Contract for On-Call Closed-Circuit Television Inspection of Sewers Program (BRC0000367).

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, Cleaning Activity Severity Matrix; Exhibit H, Notice of Closed-Circuit Television Inspection; Exhibit I, Manhole Measurement Log; Exhibit J, Punch List Submittal Checklist; Exhibit K, Pipe Diameter and Estimated Pipe Length; Exhibit L, Sewer CCTV Project Segment List; and Exhibit M, Additional Provisions for Inspection and Reporting; 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, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount that exceeds \$40 million, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked First. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have 24 hours to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer

the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This Contract's initial term will be for a period of 3 years commencing upon the Board's approval and final execution of this Agreement by both Parties, whichever occurs later, and ending on August 31, 2028, and includes two renewal options not to extend beyond August 31, 2030. The COUNTY will have the sole option to renew this Contract term for up to two additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 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. If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

SIXTH: The CONTRACTOR will bill upon 25 percent, 50 percent, 75 percent, and 100 percent completion, 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.

SEVENTH: 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

EIGHTH: In no event will the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: 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.

TENTH: If requested by the Contractor prior to the renewal of a contract option year, the contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in the FIFTH paragraph 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 Urban Consumers (CPI-U) 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 must 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. Before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to "the contract renewal date" or "exercising the additional option year periods identified in the FIFTH paragraph. 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: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract,

the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

FOURTEENTH: 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 Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the 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

EMPIRE PIPE CLEANING &
EQUIPMENT, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

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ON-CALL CLOSED-CIRCUIT TELEVISION INSPECTION OF SEWERS PROGRAM
(BRC0000367)

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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: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract,

the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

FOURTEENTH: 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 Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the 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

PIPE TEC, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

AGREEMENT FOR
ON-CALL CLOSED-CIRCUIT TELEVISION INSPECTION OF SEWERS PROGRAM
(BRC0000367)

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, 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 National Plant Services, Inc., an Illinois corporation, located at 1461 Harbor Avenue, Long Beach, CA 90813 (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 September 24, 2024, hereby agrees to provide services as described in this Contract for On-Call Closed-Circuit Television Inspection of Sewers Program (BRC0000367).

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, Cleaning Activity Severity Matrix; Exhibit H, Notice of Closed-Circuit Television Inspection; Exhibit I, Manhole Measurement Log; Exhibit J, Punch List Submittal Checklist; Exhibit K, Pipe Diameter and Estimated Pipe Length; Exhibit L, Sewer CCTV Project Segment List; and Exhibit M, Additional Provisions for Inspection and Reporting; 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, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount that exceeds \$40 million, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked Second. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have 24 hours to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer

the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This Contract's initial term will be for a period of 3 years commencing upon the Board's approval and final execution of this Agreement by both Parties, whichever occurs later, and ending on August 31, 2028, and includes two renewal options not to extend beyond August 31, 2030. The COUNTY will have the sole option to renew this Contract term for up to two additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 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. If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

SIXTH: The CONTRACTOR will bill upon 25 percent, 50 percent, 75 percent, and 100 percent completion, 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.

SEVENTH: 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

EIGHTH: In no event will the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: 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.

TENTH: If requested by the Contractor prior to the renewal of a contract option year, the contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in the FIFTH paragraph 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 Urban Consumers (CPI-U) 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 must 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. Before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to "the contract renewal date" or "exercising the additional option year periods identified in the FIFTH paragraph. 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: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract,

the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

FOURTEENTH: 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 Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the 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

NATIONAL PLANT SERVICES, 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 CLOSED-CIRCUIT TELEVISION INSPECTION OF SEWERS PROGRAM**

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
Empire Pipe Cleaning & Equipment, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pipe Tec, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
National Plant Services, Inc.	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 CLOSED-CIRCUIT TELEVISION INSPECTION OF SEWERS PROGRAM**

FIRM INFORMATION*		Empire Pipe Cleaning & Equipment, Inc.	Pipe Tec, Inc.	National Plant Services, Inc.
BUSINESS STRUCTURE		Corporation*	Corporation*	Corporation*
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP	NUMBER/% OF OWNERSHIP	NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0	0	0
	Hispanic/Latino	17	0	0
	Asian or Pacific Islander	0	0	0
	Native American	0	0	0
	Subcontinent Asian	0	0	0
	White	3 / 100%	1 / 100%	4 / 100%
	Female (included above)	2 / 51%	0	2 / 50%
COUNTY CERTIFICATION				
CBE		N	N	N
LSBE		N	N	N
OTHER CERTIFYING AGENCY		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.



Solicitation Detail

Solicitation Number:	BRC0000367		
Title:	On-Call Closed Circuit Television Inspection of Sewers Program (BRC0000367)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$25,000,000.00
Commodity:	MAINT & REPAIR - SEWER & STORM DRAIN (INCLUDING REMOVAL)		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Closed Circuit Television Inspection of Sewers Program (BRC0000367). This program has been designed to have a potential maximum contract term of 5 years, consisting of an initial 3-year term and potential additional two 1-year option renewals. The total annual program amount of this service is estimated to be \$25 million. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts or may be requested from Ms. Amber Albert at (626) 458-4199 or aalbert@pw.lacounty.gov or Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>Public Works may award up to five contracts for this program: two small-, two medium-, and one large-sized category firms. Each proposer shall self certify that it is a small-, medium-, or large-sized business enterprise according to the established criteria on the Business Size Enterprise Category Form PW-16 provided in this RFP. The assignment of work will be in accordance with Exhibit A, Scope of Work, Section G, Assignment of Work. Prior to the recommendation to award any Contracts, the County reserves the right to increase or decrease the number of selected firms in any category or the total number of Contracts.</p> <p>The deadline to submit proposals is Tuesday, July 23, 2024, at 5:30 p.m. Please direct your questions to Ms. Albert or Mr. Flores. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.</p> <p>An optional proposers' conference will be held on Tuesday, July 9, 2024, at 9 a.m. via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in sheet through the website listed below. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. After the conference, proposers must submit questions in writing and request information for this solicitation by Monday, July 15, 2024.</p> <p>A link to sign-in and join the meeting can be found at the following website: https://pw.lacounty.gov/contracts/Opportunities.aspx</p> <p>Item Solicitation Schedule Due Date</p> <ol style="list-style-type: none">1. Written Questions Due Monday, July 15, 20242. Form PW-3: Jury Service Exception Monday, July 15, 20243. Form PW-11 Solicitation Requirements Review (SRR) Request <p>***Submit only if you believe your firm is being unfairly disadvantaged per the 4 reasons cited in Form PW-11***</p> <p>Monday, July 15, 2024</p> <ol style="list-style-type: none">4. Proposal Submission Due Tuesday, July 23, 2024 <p>NOTE: Items 1 through 3 above, if submitting, will be due via email to Ms. Albert or Mr. Flores. Item 4 is due from all proposers in accordance with the Important Notice below.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p> <p>Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:</p> <ol style="list-style-type: none">1. Proposer must have a minimum of 3 years of experience performing closed-circuit television inspection and cleaning of sewers as described in Exhibit A, Scope of Work.2. Proposer must provide at least two National Association of Sewer Service Companies - Pipeline Assessment and Certification Program (NASSCO's PACP) trained and certified operators to perform on-call Closed-Circuit Television inspection work. These NASSCO's PACP trained and certified operators must be directly employed by the proposer (primary firm only). Documentation showing the name, NASSCO's PACP Certificate Number, and Expiration Date that is valid as of the proposal deadline must be provided with the Minimum Mandatory Requirements, Form PW-15.3. Proposer has submitted documentation demonstrating its good faith efforts to meet the County's CBE Program goal in accordance with Section 1.Y, Community Business Enterprise Participation.4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the RFP, Part II, Exhibit B. Please note that the services requested in this Contract may include both prevailing wage and nonprevailing wage work. Proposer and its subcontractors performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.5. The Proposing entity must fully meet all the Minimum Mandatory Requirements by itself and is not allowed to use subcontractors to meet the Minimum Mandatory Requirements. Any reference to subcontracting when meeting the Minimum Mandatory Requirements may cause your proposal to be rejected. However, if during the course of performing the work, the Contractor wishes to use subcontractors to partially perform the work, it must inform Public Works in advance and obtain Public Works' prior approval. The subcontractor must meet all Minimum Mandatory Requirements, and Public Works, in its sole discretion, may reject Contractor's request for subcontracting work. The successful Contractor will be allowed to subcontract only a portion of the work and 75 percent of the work must be performed by the proposing entity. If subcontracting is allowed by Public Works, no additional compensation other than the prices quoted in Form PW-2, Schedule of Prices, will be allowed. <p>IMPORTANT NOTICE</p> <p>Submission of Proposals will only be accepted electronically using BidExpress or electronic Proposals via Universal Serial Bus (USB) or compact disk to:</p> <p>Los Angeles County Public Works Cashier's Office 900 South Fremont Avenue, Mezzanine Level Alhambra, CA 91803 Attention: Amber Albert RFP Name: On-Call Closed-Circuit Television Inspection of Sewers Program RFP Number: BRC0000367</p> <p>Proposals received after the closing date and time specified in this Notice will be rejected by Public Works as nonresponsive. Submission of hard copy Proposals will not be accepted.</p> <p>PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:</p> <p>Electronic Submission of Proposals</p> <p>In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website.</p> <p>To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.</p>		

Enclosure C

Open Day:	6/25/2024	Close Date:	7/23/2024 5:30:00 PM
Contact Name:	Amber Albert	Contact Phone:	(626) 458-4199
Contact Email:	aalbert@dpw.lacounty.gov		
Last Changed On:	6/25/2024 9:04:50 AM		
Attachment File (0) :	 Click here to download attachment files.		

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