COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

JAMES A. NOYES, Director

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

June 3, 2004

IN REPLY PLEASE
REFER TO FILE: AS-0

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

Dear Supervisors:

AS-NEEDED HAUL TRUCK SERVICES
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Approve the enclosed Master Agreement (Enclosure A) for "As-Needed Haul Truck Services" for a contract period of one year commencing on July 1, 2004, with two one-year renewal options not to exceed a total contract period of three years.

3. Delegate authority to the Director of Public Works to execute individual contracts, under this Master Agreement, with each contractor listed on Enclosure B and to renew each contract for the two one-year renewal options, if, in the opinion of the Director, renewal is warranted, or, if necessary, to terminate one or all of the contracts.

4. Authorize the contractors to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

5. Authorize Public Works to encumber a total aggregate annual program amount not to exceed $5 million, which represents our estimated cost for this program based on the unit prices submitted by the contractors. Funds have been requested in various Public Works 2004-05 budget units.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to obtain as-needed haul truck services to supplement Public Works' internal fleet. Through this Master Agreement process, Public Works will be able to secure necessary haul truck services within the unincorporated County areas to meet critical time requirements and emergency conditions.

The materials to be hauled will include the following: (1) road repair items: broken asphalt, broken concrete, sand, gravel, aggregate base, new asphalt, etc.; (2) flood area material: dirt, mud, debris, quarry rock, etc.; and (3) emergency repair materials: sandbags, barricades, etc. The locations are varied, can be off highway and in any part of the County. A large percentage of the hauling consists of emergency debris removal from flood control facilities and road rights of way.

Since 1984, Public Works has utilized as-needed haul truck services to respond to periods of peak workload and emergency requirements.

Implementation of Strategic Plan Goals

The award of these contracts is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. These contracts will improve internal operations through the utilization of private sector truck operators to augment our workforce on an as-needed basis to effectively provide these services in a timely and effective manner.

FISCAL IMPACT/FINANCING

The total cost of these services is not to exceed $5 million annually. A series of five individual contracts will follow the form of the enclosed Master Agreement. Each individual contract will be for a one-year period commencing on July 1, 2004. These contracts may be renewed at the Director's option from year to year for a total contract period not to exceed three years. Any one or all of these contracts may be canceled or terminated at any time by the Director, without cause, upon the giving of at least 30 days' written notice to the contractor(s).

Since this work may be requested on an as-needed basis and may be required by various Public Works funds, work will not be authorized without first ascertaining that funds are available in either the 2004-05 Public Works budget or in subsequent years' budgets for the renewal options. There will be no impact on net County cost.

No cost-of-living adjustments will be granted under these contracts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Master Agreement has been approved as to form by County Counsel.

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

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the CEQA as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On March 24, 2004, Public Works solicited proposals from 85 independent contractors and community business enterprises for these as-needed haul truck services. A notice of proposal availability was placed on the County's bid website (Enclosure C), and an advertisement was placed in the Los Angeles Times.

On April 26, 2004, 15 proposals were received for these as-needed and intermittent services. The proposals were first reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals (RFP). All proposals met these mandatory requirements and were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria outlined in the solicitation document which included proposers' price and references. As stated in the RFP, contracts will be awarded to proposers whose proposals are within the top five scores; therefore, it is recommended that contracts be offered to each of the five contractors listed in Enclosure B. To facilitate contract execution, it is requested that your Board delegate to the Director the authority to execute the individual contracts with each contractor based on the Master Agreement.

Selection of approved contractors for job assignments will be done on a rotational basis, initially starting with the highest-rated contractor and availability as set forth in the Master Agreement.

Enclosure D reflects the minority participation of each proposer. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts will contain Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

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

As requested by your Board, the contractors have submitted safety records which reflect that activities conducted by the contractors in the past have been according to reasonable standards of safety.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT
FOR AS-NEEDED HAUL TRUCK SERVICES

THIS AGREEMENT, made and entered into this _____ day of_____, 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and [Name of Contractor], a [FORM OF ENTITY], hereinafter referred to as "Contractor."

WITNESSETH:

1. That the County of Los Angeles Department of Public Works has the responsibility to maintain haul truck services for the maintenance and emergency repair of its facilities (e.g., roads, flood control, waterworks, sewers, etc.).

2. That the County may contract with public or private companies that specialize in supplying intermittent haul truck services.

3. That the Contractor was selected in a competitive Request for Proposals process, and desires to provide as-needed and intermittent haul truck services.

4. That the County has approved this form of Contract as the Master Agreement for such services.

5. That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the_____ day of _____, 2004, hereby agrees to provide services as described in the attached specifications for As-Needed Haul Truck Services, including but not limited to Exhibit A, Scope of Work.

6. That 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, Haul Truck Policy; Exhibit F, Haul Truck Summary; Exhibit G, Haul Truck Ticket, and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

7. That the Board, having approved the Master Agreement, upon execution of this Agreement by the Contractor and the Director, the parties shall be bound under the Contract, and such execution by the Director shall be as effective for purposes of this Contract as approval and executed by the Board.

8. That 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 County pay any or all Contractors providing services under the As-Needed Haul Truck Services' Master Agreement an aggregate annual amount not to exceed $5,000,000 or such greater amount as the Board may approve.

9. That this Contract's initial term shall be for a period of one year commencing on July 1, 2004. At the discretion of the County, this contract may be extended in increments of one year, not to exceed a total contract period of three years. The County, acting through the Director, may give a written notice of intent to extend the Contract at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the Contractor. At the County's discretion, and with Board approval, the final period may be extended up to six months.

10. That the Contractor will not be paid for preparation time before leaving their place of business or for any time after arriving at their place of business from the Public Works jobsite. No overtime will be paid on this Contract; however, Contractor will be compensated for work performed on Saturdays, Sundays, and holidays at the rates shown in the Schedule of Prices, Form PW-2.

11. That the Contractor shall submit semi-monthly invoices for the work performed during the preceding period. The Contractor's invoice shall be in triplicate (original and two copies) and shall include a copy of the completed Haul Truck Summary, Exhibit F, and the Haul Truck Ticket, Exhibit G. The Contractor's invoices shall clearly indicate the Contract number, the haul truck ticket number listed in sequence, the dates of service, a description of the project(s), and an itemization of the work completed. Public Works reserves the right to request additional information it may deem necessary on the invoices. Work performed shall be billed at the hourly rates and unit prices reflected in the Schedule of Prices, Form PW-2. Payment of invoices may be withheld until any requested information is received and/or issues of contention are resolved.

12. That Public Works will make payment to the Contractor within 30 days of receipt of a properly completed and approved invoice. The invoices shall be submitted to:

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

13. That no cost-of-living adjustments shall be granted for the optional years.

14. That in the event that terms and conditions which may be listed in the Contractor's Proposal conflict with the County's specifications, requirements, terms and conditions herein, the County's provisions will control and be binding.

15. That the Contractor agrees in strict accordance with the Contract specifications and conditions to meet the County's requirements.

16. That 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.

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:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

By _____
Its Secretary

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SAMPLE AGREEMENT
FOR AS-NEEDED HAUL TRUCK SERVICES

THIS AGREEMENT, made and entered into this _____ day of_____, 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and [Name of Contractor], a [FORM OF ENTITY], hereinafter referred to as "Contractor."

WITNESSETH:

1. That the County of Los Angeles Department of Public Works has the responsibility to maintain haul truck services for the maintenance and emergency repair of its facilities (e.g., roads, flood control, waterworks, sewers, etc.).

2. That the County may contract with public or private companies that specialize in supplying intermittent haul truck services.

3. That the Contractor was selected in a competitive Request for Proposals process, and desires to provide as-needed and intermittent haul truck services.

4. That the County has approved this form of Contract as the Master Agreement for such services.

5. That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the_____ day of _____, 2004, hereby agrees to provide services as described in the attached specifications for As-Needed Haul Truck Services, including but not limited to Exhibit A, Scope of Work.

6. That 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, Haul Truck Policy; Exhibit F, Haul Truck Summary; Exhibit G, Haul Truck Ticket, and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

7. That the Board, having approved the Master Agreement, upon execution of this Agreement by the Contractor and the Director, the parties shall be bound under the Contract, and such execution by the Director shall be as effective for purposes of this Contract as approval and executed by the Board.

8. That 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 County pay any or all Contractors providing services under the As-Needed Haul Truck Services' Master Agreement an aggregate annual amount not to exceed $5,000,000 or such greater amount as the Board may approve.

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:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

By _____
Its Secretary

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SCOPE OF WORK

AS-NEEDED HAUL TRUCK SERVICES

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Lynn Hill of Fleet Management Group who can be contacted at (626) 458-4149, and via e-mail at Lhill@ladpw.org, Monday through Thursday, 7 a.m. to 5:30 p.m. From time to time, Public Works may change Contract Managers. The Contractor shall be notified in writing when there is a change in the Contract Manager.

B. Utilizing Haul Trucks

Public Works will utilize haul trucks with operators to supplement Public Works' internal fleet. Contractor shall furnish haul trucks and operators based on the needs of Public Works. When requested, Contractor shall provide haul trucks and operators based on the hourly rates listed in Form PW-2, Schedule of Prices.

Due to the high volume of trucks required, contracts will not be awarded to individual owner operators. Contractor shall maintain a list of trucks available. Ten trucks with operators shall be available at all times. Contractor shall supply haul trucks and operators for a single job assignment or a sequence of job assignments at two or more locations when the sequence is approved in advance by the Contract Manager. When that job assignment or sequence is complete, all trucks will be laid off.

C. Use of Material

The materials hauled may include, but not be limited to, the following: 1) road repair items: broken asphalt, broken concrete, sand, gravel, aggregate base, new asphalt, etc.; 2) flood area material: dirt, mud, debris, quarry rock, etc.; 3) emergency repair materials: sandbags, barricades, etc.

D. Special Requirements

The locations are varied and can be off-highway and in any part of the County. A large percentage of the hauling consists of debris from flood control channels and road repairs which have limited access and, at times, requires backing a considerable distance on narrow dirt roadways

under adverse conditions (e.g., day and night operations, as well as heavy rain). Trucks shall have proper tarps, Jacob's "Jake" brakes, and back-up alarms. It shall be mandatory that operators be capable of driving under all conditions. Contractor shall provide services in accordance with Section J below, Responsibilities of the Contractor, and Exhibit E - Haul Truck Policy.

Failure of the Contractor or Contractor's operators to meet any of these requirements shall be grounds for immediate dismissal from the work site regardless of any minimum time/payment requirements, and barred from future employment on any other Public Works project. The decision of Public Works on the suitability of any Contractor supplied driver shall be final.

E. Objectives

Public Works desires that the Contractor's annual mix of Contractor's employed/hired operators shall reflect usage of Contractor's standard list and a steady rotation from other sources, including minorities, etc. Contractor should avoid heavy usage of any source. While strict enforcement of this provision is not intended, the distribution of work will be monitored.

F. Hours and Days of Service

The standard hours of service will primarily be from 7 a.m. to 4 p.m., Monday through Friday, each week, on an as-needed basis. However, Contractor may be required to provide haul trucks and operators on legal holidays, on Saturdays and Sundays as well as outside these hours. Work hours will be altered, when necessary, by Public Works. Contractor may be required to provide haul trucks and operators around the clock until Public Works' needs have been met. There shall be no extra billing for overtime hours in excess of the rates in the Schedule of Prices, Form PW-2.

G. Safety Requirements

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

all actions appropriate to provide safe trucks and operators at all Public Works job sites.

H. Equipment and Supplies

The Contractor, and any subcontracts, shall supply any necessary materials and equipment in order to provide the requested services. Public Works' personnel and equipment will not be available for these services.

I. Permits/Licenses

The Contractor, and any subcontractors, shall be fully responsible for obtaining/possessing a required Motor Carrier Permit which includes a California Trucking Number (CA#)for work to be accomplished under this Contract. Contractor shall maintain the appropriate Commercial Driver's License for all trucks provided, including owner-operator and/or subhaulers. Public Works' job site supervisor will check the operators to ensure that they have appropriate licenses and that their medical certificates are valid.

The Contractor shall be responsible for verifying that all Contractor hired operators and/or employed drivers comply with this Contract's licensing, medical certification, and State drug program requirements. Such documents shall be available for Public Works' inspection or supplied to Public Works upon request. Any interruption of registration, such as a lapse in an insurance policy or renewal of Motor Carrier Permit, Contractor shall not allow that truck(s) to work on Public Works' job sites.

Note: It is the Contractor's responsibility, not the insurance company's responsibility, to provide updated insurance information to Public Works.

J. Responsibilities of the Contractor

The Contractor shall be required to:

1. Furnish all appropriate trucks and operators to accomplish the required services.

2. Immediately notify the Contract Manager of any changes in the Contractor's insurance coverage, permit(s), and license(s). Failure to do so may result in immediate termination of this Contract.

3. Ensure that its operators utilize protective clothing and equipment as required by CalOSHA, and/or other regulatory agencies while working under this Contract.

4. Minimize dust and noise problems created from the service.

5. Maintain an active Motor Carrier Permit with CA Permit Number for each truck provided under this Contract.

6. Maintain a copy of current Commercial Driver's License and valid Medical Card for all Contractor's operators and/or independent operators utilized under this Contract.

7. Be enrolled in the Random Drug/Alcohol Consortium Program (Identification & Certificate). This will apply to all Contractor's operators and/or independent operators.

8. Strictly adhere to requested duration of time and number of trucks.

K. Responsibility of Public Works

1. Furnish locations for the required services.

2. Determine the need for and provide job site inspection.

3. Public Works will request work on an as-needed and occasionally emergency basis.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary.

Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. Assignment of Work

Contractor selection for work will be based on the Contractor's ranking and availability established based on criteria outlined in Part I, Section 4.D, Evaluation Criteria of the Request for Proposals. As the need for work arises, Public Works will offer work to all qualified Contractors on a rotating sequence beginning with the highest evaluated Contractor. One call will be made and the Contractor will have one hour 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, Public Works 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. Contractor's 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.

N. Only Contract Manager May Order Work

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 shall not add additional trucks, or work additional days than originally requested by the Contract Manager. Any additional work performed and not approved in writing by the Contract Manager or Fleet Management Group will not be paid by Public Works. 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. There shall be no payment for unauthorized work or work subject to Exhibit B, Sections 3.B, Gratuitous Work, and Section 3.C, No Payment for Services Following Expiration or Termination of Contract.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work/Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

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

B. Public Convenience

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

C. Cooperation

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

D. Care and Protection of Facilities

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

E. Equipment, Labor, Supervision, and Materials

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

F. Permits/Licenses

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

G. Quality of Work

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

H. Cooperation and Collateral Work

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

I. Authority of Public Works and Inspection

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

J. Safety Requirements

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

K. Public Safety

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

L. Work Area Controls

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

M. Transportation

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

N. Storage of Material and Equipment

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

O. Jobsite Safety

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

P. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

   a. All the time limits and acts required to be done by both parties are of the essence of the Contract;

   b. The parties are both experienced in performance of the Contract work;

c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

d. The parties are not under any compulsion to contract;

e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of this Contract;

f. Except where the County has incurred the cost of obtaining substitute performance, it would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of $250 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

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

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to this Exhibit's Section 3.U, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

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

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract.

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

D. Non-discrimination in Employment

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

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

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

4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

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

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null

and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

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

F. Subcontracting

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

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

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

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

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

G. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Orders or contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

H. Assurance of Compliance with Civil Rights Laws

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

I. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

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

J. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide

established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

K. Governing Laws

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

L. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

M. Notice of Delay

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

N. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent

transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

O. Validity

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

P. Waiver

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

Q. Disclosure of Information

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

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

2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent, and approval by the County may be assumed in the event no adverse comments are received in writing from the County within two weeks after submittal.

3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

R. Default and Termination

1. Default

a. The County may, subject to the provisions of Subsection 'c' below (pertaining to defaults of subcontractors), by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part as provided in Subsection 'a' above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of

either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 3, Paragraph R.4, Termination for Convenience.

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

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

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

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

e. The rights and remedies of the County provided in this clause shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this Contract.

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge; however, and notwithstanding:

a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute default by the Contractor under this Contract. Without limiting the rights and remedies available to this County under any other provision of the Contract, failure to cure such default within 90 calendar days of written notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County may

terminate this Contract pursuant to Paragraph D1 "Default," of this Section 3, and debar the Contractor pursuant to County Code Chapter 2.202.

6. Termination Claim

a. If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

b. Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of work not terminated.

c. Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

S. Notification

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

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

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

T. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

U. Changes and Amendments of Terms

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

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

V. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The

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

W. Quantities of Work

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

X. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor. Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any California Occupational Safety & Health Act (Cal/OSHA) regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding

brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense:

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

3. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:

   a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure that any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain

the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

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

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

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

under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

   a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.

   b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

H. Bonding Requirements

1. Contractor shall provide a Payment Bond in the sum of $10,000. This Payment Bond shall be payable to the County and executed by the Contractor and by a corporate surety licensed to transact business as a surety in the State of California. Such bond shall be to satisfy claims of subcontractors, material suppliers and of mechanics and laborers employed by the Contractor under this Contract. The Contractor shall maintain this bond in full force and effect during the life of this Contract and until all claims for materials and labor are paid and shall otherwise comply with the Civil Code.

2. Subject to County conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the County upon demand and in the sum of not less than $10,000 may be acceptable.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

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

B. Overtime

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

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and

   c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

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

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

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment

openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

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

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

F. Legal Status of Contractor's Personnel at Facility

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

G. Prevailing Wage

Where labor is required for Public Works as a part of any requirements covered by this Contract and as such is defined by the California Labor Code, Contractor shall pay no less than the applicable prevailing wages specified. The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial

Relations are incorporated herein by reference and may be accessed at http://www.dir.ca.gov/.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. It shall be the responsibility of the successful contractor to post at each job site a copy of the determination of the prevailing rate of per diem wages required by Labor Code Section 1773.2 prior to the commencement of any work on the job or jobs awarded. Pursuant to Section 1775, Labor Code (State of California), Contractor shall forfeit $50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

H. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.

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

C. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes

within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program.

The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

   1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

   2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

   3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 9

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

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

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

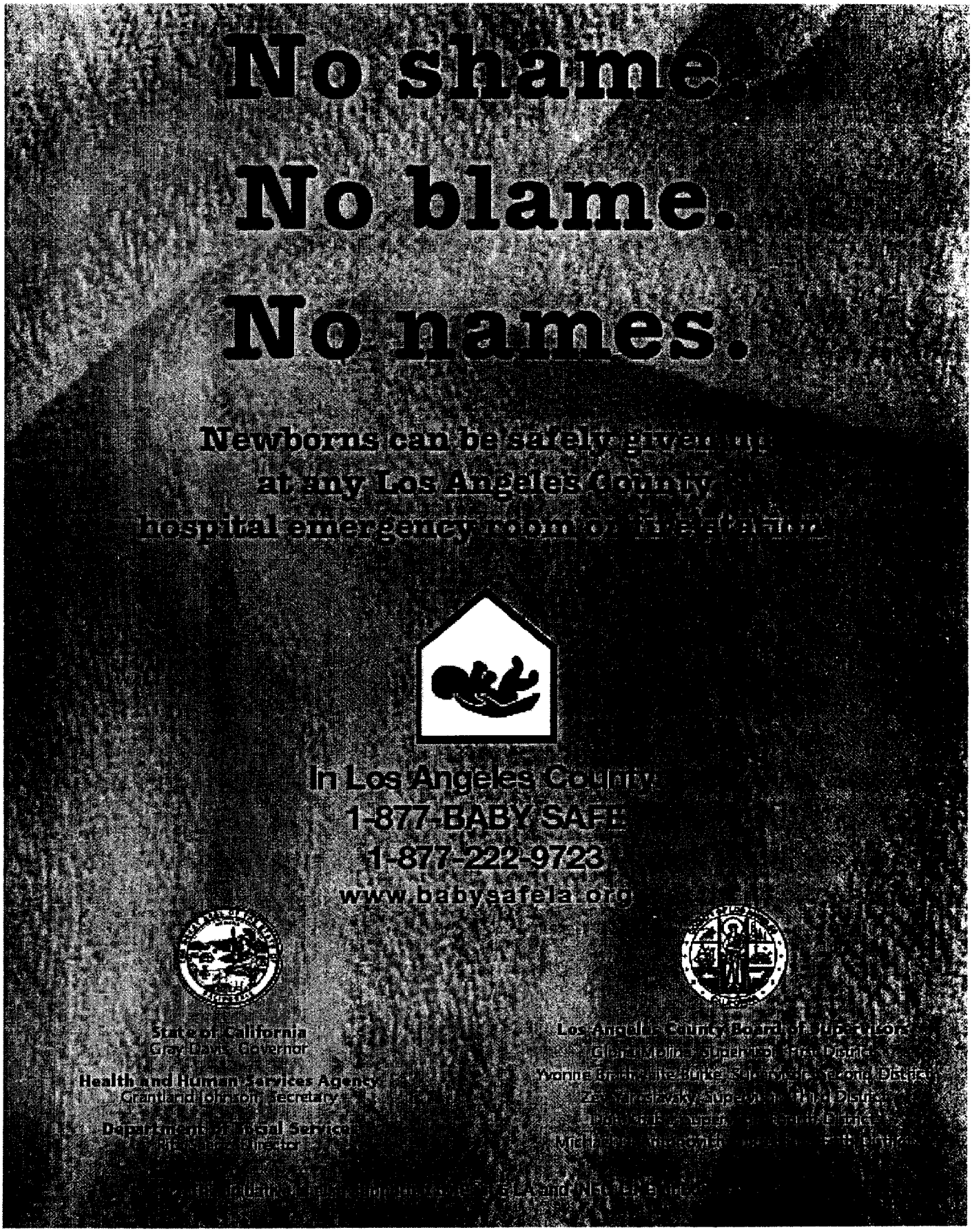
How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Cat. No. 20599I


No shame.
No blame.
No names.
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.
In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Director
Los Angeles County Board of Supervisors
Yvonne Brathwaite Burke, Supervisor, Second District
Michael D. Antonovich, Supervisor, Fifth District

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena.
Sin culpa.
Sin peligro.

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

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
Grantland Johnson, Secretario

Consejo de Supervisores del Condado de Los Angeles

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
HAUL TRUCK POLICY

1. Haul trucks will only be hired from Contractors who have a haul truck Contract with Public Works.

2. Contractor shall ensure that all Contractor supplied operators have a Motor Carrier Permit issued by the Department of Motor Vehicles (DMV) in conjunction with the California Highway Patrol (CHP) in lieu of Public Utilities Commission (PUC) Registration.

   Note: CA number must be visible on Motor Carrier Permit.

3. Contractor shall ensure that Contractor and hired operators have a certificate of insurance which meet the insurance requirements outlined in Exhibit B, Section 4, Indemnification and Insurance Requirements.

4. Contractor's list of trucks to be furnished/available shall be kept updated. Contractor shall notify Public Works in writing (electronic format) of any additions, deletions, or changes to the list. There shall be no updates by telephone. Contractor will be issued a green numbered Contractor decal for each of the Contractor's trucks listed. Contractor shall be responsible for coordinating and updating the issuing of Contractor decal numbers. This decal shall be placed on the inside of the windshield, on the operator's side, lower corner of each truck. Failure to comply with any of the above may result in Contract cancellation.

5. The requested number of trucks and reporting or response time is critical to conducting Public Works' operations. Service provided to Public Works shall be considered to be top priority. The Contractor shall complete Exhibit F, Haul Truck Summary, and e-mail the completed form to the Contract Manager at Lhill@ladpw.org prior to the performance of services. The Contractor shall confirm the number of trucks scheduled for work, the type of truck(s) requested, vehicle license plate number(s), driver name, driver license number, work location, work order number, start date, end date, and last day worked. Commitments made by the Contractor at the time of Public Works' request shall become binding. Only trucks hired by the Contract Manager for a specific job will be allowed to work on that job. The confirmation list of trucks hired for a job will

be sent to the job site. Other trucks that appear at the job site will not be used. Any truck(s) that violate this condition, Public Works may request that the truck/operator be removed from the Contractor's list of available trucks/operators. Contractor's repeated inability to provide trucks and operators upon request may result in cancellation of this Contract.

6. Contractor shall not call Public Works to solicit work.

7. Contractor's haul truck daily "Ticket" will be furnished to the Contractor by Public Works (Exhibit G). The Contractor's truck operators shall be responsible for filling in the name and address of the Contractor, the truck's identification number, year, make, and the truck operator's name. It is important that the Contractor's name and address are correct. This information will be used for processing payment.

8. At the end of each work day or shift, Public Works' supervisor in charge of the job will sign the "Ticket," Exhibit G, certifying the hours worked. All questions concerning downtime, lunch period, and actual hours worked are to be resolved at that time. The original "Ticket" will be retained by Public Works and matched to the Contractor's invoice.

9. Haul trucks that break down and/or are unable to return for the next shift will be laid off. If Public Works' supervisor must replace a truck to complete work on a shift, the disabled truck will not be permitted to return to work on that job.

10. Haul truck passengers shall stay inside the truck cab while at Public Works' job sites.

11. If Contractor supplied haul truck(s) report to a Public Works' job site and it is determined that the truck(s) is/are not needed, Public Works will pay for two hours show-up time at the applicable rate stated in Form PW-2, Schedule of Prices.

12. Hired trucks and operators that show up at the job site not equipped, as requested, with such items as tight beds, Jacob's "Jake" brakes, sideboards, etc.; not maintained in good mechanical condition; or, those that would be

red-tagged by the CHP, will be refused work and are not entitled to two hours show-up time pay.

13. If haul truck operators get out of their trucks at Public Works' job sites, they shall be required to wear hard hats at all times.

14. All haul trucks at Public Works' job sites shall have operational back-up alarms.

15. Public Works may, at its complete and sole discretion, suspend or may permanently delete a haul truck(s) and/or operator(s) from Public Works' job sites for any of the following reasons:

    a. Truck is in an unsafe mechanical condition.

    b. Operator's (or passenger's) consumption of alcoholic beverages or drugs on Public Works' property during working hours.

    c. Operator's (or passenger's) possession of narcotics.

    d. Operator's (or passenger's) intoxication.

    e. Operator is driving erratically.

    f. Operator is operating the truck in a manner that is unsafe.

    g. Operator's failure to follow the instructions of Public Works' supervisor in charge of the job.

    h. Operator's failure to work full-time during hours of service by Public Works.

    i. Operator/Contractor offering or giving money, food, beverages, or any commodity of any kind to a Public Works employee (Public Works' employees who solicit or accept gifts of any value are subject to Public Works' disciplinary procedure and could be terminated).

    j. Operator is discourteous, uncooperative, and/or disrespectful to the public and to other operator(s), or to Public Works' personnel.

k. Operator is engaging in activities which result in the disruption of Public Works' work.

l. Operator/Contractor makes any disparaging remarks as to the national origin, race, sex, political or union affiliation, color, creed, or religious belief of any person while providing service to Public Works.

m. Passenger not remaining in the truck cab while on Public Works' job site.

n. Operator not wearing a hard hat on a Public Works' job site if he/she exits his/her truck cab.

o. Operator/Contractor leaves a Public Works' job in progress in order to accept a higher paying job from another agency, company, or any other party.

p. Truck has repeated incidents of mechanical breakdowns.

q. Failure of the invoicing procedures as set forth below in Sections 16, 17, and 18.

16. The Contractor shall submit semi-monthly invoices for the work performed during the preceding period. The Contractor's invoice shall be in triplicate (original and two copies) and shall include a copy of the completed Haul Truck Summary, Exhibit F, and the Haul Truck Ticket, Exhibit G. The Contractor's invoices shall clearly indicate the Contract number, the haul truck ticket number listed in sequence, the dates of service, a description of the project(s), and an itemization of the work completed. Public Works reserves the right to request additional information it may deem necessary on the invoices. Work performed shall be billed at the hourly rates and unit prices reflected in the Schedule of Prices, Form PW-2. Payment of invoices may be withheld until any requested information is received and/or issues of contention are resolved.

17. 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 shall not add additional trucks, or work additional days than originally requested by the Contract Manager. Any additional work performed and not approved in writing by the Contract Manager or Fleet Management Group will not be

paid by Public Works. 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. There shall be no payment for unauthorized work or work subject to Exhibit B, Sections 3.B, Gratuitous Work, and Section 3.C, No Payment for Services Following Expiration or Termination of Contract.

18. Upon completion of the job, the Contractor shall send the Contract Manager an e-mail at Lhill@ladpw.org indicating that all services requested have been completed as of the last day worked.

The hiring procedures may be waived in special situations such as major storm emergencies, hauling rock, special job site conditions, or when special equipment is required, such as Jacob's "Jake" brakes or swing gates. Deviation from these procedures must be approved in advance by Fleet Management Group.

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EXHIBIT F

HAUL TRUCK SUMMARY

MONTH: _____ AUTHORIZED START DATE: _____ PCA NO: _____ WORK ORDER NO.: _____

LAST DATE WORKED: _____ ESTIMATED END DATE: _____ ORG NO: _____ PAGE: _____ OF _____

BROKER: _____ DPW LOCATION: _____

TRUCK DRIVER	TK MDL	TK Year	TK License	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
				16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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24																			
25																			

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS 84000

HAUL TRUCK TICKET

CONTRACTOR _____ DATE _____

SUBHAULER/DRIVER _____

TRUCK DRIVER USE ONLY

CONTRACTOR MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TRUCK MAKE _____

TRUCK YEAR _____

DEPARTMENT DPO NO. _____

- ☐ 3 AXLE TRUCK 10 CY
- ☐ 5 AXLE TRUCK - Low Side
- ☐ 5 AXLE TRUCK - High Side
- ☐ 5 AXLE TRUCK - Bottom Dump

DEPARTMENT USE ONLY

START SHIFT AM PM

HOURS	1	2	3	4	5	6	7	8	9	10	11	12
MINUTES	0	6	12	18	24	30	36	42	48	54		

END SHIFT AM PM

HOURS	1	2	3	4	5	6	7	8	9	10	11	12
MINUTES	0	6	12	18	24	30	36	42	48	54		

DOWNTIME

			SAT RATE	SUN/HOLIDAY
TOTAL HOURS	DOWN TIME	NET HOURS		

PCA NO. _____ OCA NO. _____ USER CODE 1 _____

COMMENTS _____ RA Pg# _____

MEDICAL ☐ LICENSE ☐

JOB LOCATION _____ LAST DAY _____

DUMP SITE _____

DRIVER _____ FISCAL/CONTRACT MANAGER APPROVAL _____

SUPERVISOR _____ SUPERINTENDENT APPROVAL _____

33-0014 DPW 12/01 A COPY TO ASD-FLEET MANAGEMENT GROUP

AS-NEEDED HAUL TRUCK SERVICES
LIST OF CONTRACTORS

Albert A. Blacksher Trucking, Inc.
3302 E. Ave. Q10
P.O. Box 902196
Palmdale, CA 93590-2196

R. C. Dixon Trucking
1655 W. 110th Street
Los Angeles, CA 90047

L. Curti Truck and Equipment
452 Cajon Street
P.O. Box 2030
Redlands, CA 92373-0641

Dispatch Trucking, Inc.
14032 Santa Ana Avenue
Fontana, CA 92337

R.E.H. Trucking, Inc.
2130 Scenic Ridge Drive
P. O. Box 880
Chino Hills, CA 91709

'iew and Search Class

ENCLOSURE C

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 223
Bid Title : AS-NEEDED HAUL TRUCK SERVICES
Bid Type : Service
Department : Public Works
Commodity : HAULING SERVICES
Open Date : 3/24/2004
Closing Date : 4/21/2004 5:30 PM
Notice of Intent to Award : View Detail
Bid Amount : $ 5,000,000
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works until 5:30 p.m., Wednesday, April 21, 2004, for "As-Needed Haul Truck Services." The annual cost of this service is estimated to be $5,000,000.

A Proposers= Conference will be held on Wednesday, April 7, 2004, at 2 p.m. in Conference Room A at 900 South Fremont Avenue, Alhambra, California 91803. ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not sign in as attending this conference. This facility complies with the Americans with Disabilities Act (ADA).

Upon request, we can provide contract information in alternate formats or make other accommodations for people with disabilities. For more information, contact the ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m., or by calling Ms. Marcia Lucero at (626) 458-4044 (se habla Español) or at mlucero@ladpw.org to have it mailed.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 3/30/2004 7:58:38 AM

Back to Last Window

Back to Award Main

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

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

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

FIRM NAME: Albert A. Blacksher	
☐ I AM NOT ☒ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 50874701	

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

Business Structure:	☒ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): one (1)					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Black/African American	1					
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	100 %	%	%	%	%	%
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
City of Los Angeles	X		X		1/29/05

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

Authorized Signature:	Title:	Date:
Albert A. Blacksher	Owner	4/15/04

ENCLOSURE D.2

FORM PW-9

County of Los Angeles

Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Burns-Pacific Construction, Inc. dba Burns Trucking Company	
☑ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 50502001	

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☑ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 24					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Black/African American						
Hispanic/Latino					5	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1		2	2	13	1

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
Todd D Burns	President	4-19-04

FORM PW-9

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

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

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

FIRM NAME: Chambers Trucking	
☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	☐ Sole Proprietorship	☒ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 2					

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

Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1				

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

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

Calif Unified Cert Program Dept of Transportation		X	X		7-04

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

Authorized Signature: Jamie Chambers	Title: owner	Date: 4-7-04

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

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

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

FIRM NAME:	L. CURTI TRUCK & EQUIPMENT
☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	50712501

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):	16				
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Black/African American					5	
Hispanic/Latino					6	
Asian or Pacific Islander						
American Indian						
Filipino						
White					3	2

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
CAL TRANS		X	X		08/05

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

Authorized Signature:	Title:	Date:
Jannette Curti	PRESIDENT	04/19/04

FORM PW-9

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

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

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

FIRM NAME: K.E. Curtis Construction Co., Inc.	
☑ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 27					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Black/African American	0	0	0	0	0	0
Hispanic/Latino	0	0	1	0	10	0
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	1	0	2	2	6	5

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

Agency Name					

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

Authorized Signature:	Title:	Date:
Robert Curtis	President	4-20-04

FORM PW-9

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

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

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

FIRM NAME:	DISPATCH TRUCKING, INC.
☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 150					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	100		75	25	40	60

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvan-taged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
[signature]	PRESIDENT	4/20/04

ENCLOSURE D.7
FORM PW-9

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

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

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

FIRM NAME: R. C. DIXON TRUCKING	
☐ I AM NOT ☒ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	☒ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 3					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Race/Ethnic Composition	**Owners/Partners/ Associate Partners**		**Managers**		**Staff**	
	Male	**Female**	**Male**	**Female**	**Male**	**Female**
Black/African American					3	1
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	**Hispanic/ Latino**	**Asian or Pacific Islander**	**American Indian**	**Filipino**	**White**
Men	100 %	%	%	%	%	%
Women	%	%	%	%	%	%

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

Agency Name	**Minority**	**Women**	**Disadvan-taged**	**Disabled Veteran**	**Expiration Date**

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

Authorized Signature:	**Title:**	**Date:**
R. C. Dixon	OWNER	4/21/04

FORM PW-9

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

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

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

FIRM NAME: K. A. Fletcher, Inc.	
☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise	
☐ Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Black/African American	1					
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	100 %	%	%	%	%	%
Women	%	%	%	%	%	%

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

Caltrans	X				9-01-2004

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

Authorized Signature:	Title:	Date:
Kenneth A. Fletcher	President	04-21-2004

ENCLOSURE D.9
FORM PW-9

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME	Robert K. Ford Trucking, Inc.
☐ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 8					

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

Race/Ethnic Composition	Owners/Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					1	1
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	1			3

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	49 %
Women	%	%	%	%	%	51 %

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:
	SECRETARY	04/19/2004

FORM PW-9

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

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

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

FIRM NAME: E.JASPER WRECKING & TRUCKING	
☐ I AM NOT ☒ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. 36973/Pending
☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	☒ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 8					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Race/Ethnic Composition	All Firm Owners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1			1	4	
Hispanic/Latino					2	
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	100 %	%	%	%	%	%
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
CITY OF LA	X		XX		12/23/04
CAL-TRANS	X		X &SMBE		06/01/04

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

Authorized Signature:	Title: OWNER	Date: 04/19/04
Eddon Jasper		

ENCLOSURE D.11

FORM PW-9

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

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

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

FIRM NAME: Little House Rentals	
☐ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☑ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number.	

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

Business Structure:	☑ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 7					

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American		✓				
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	100 %	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
LA City	✓	✓	✓		2004
LA County					2005

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

Authorized Signature:	Title:	Date:
Jacqueline Bolton Kuvens	Owner	4/18/04

FORM PW-9

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

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

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

FIRM NAME:	Los Angeles Overlying Carrier Association, Inc
☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise	
☐ Other (Please Specify):						
Total Number of Employees (including owners): TWO						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Black/African American	1		1		NA	
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White Armenian	1		1		NA	

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	51 %	%	%	%	%	49 %
Women	0 %	%	%	%	%	%

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

Los Angeles City Public Works	Yes		Yes		March 2005

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. Viken Mardirossian, Owner – President April 21,'04

Authorized Signature:	Title:	Date:
Viken Mardirossian	PRES.	4/21/04

FORM PW-9

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

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

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

FIRM NAME: MAYES TRUCKING, INC.	
☐ I AM NOT ☒ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 508797 / 5089702 / 12176301	

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 10					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Black/African American	1	4	1	1	1	
Hispanic/Latino					1	
Asian or Pacific Islander						
American Indian						
Filipino						
White					1	

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	80 %	%	%	%	%	%
Women	20 %	%	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other (Specify)
CITY OF LA. CONTRACT ADM.	X	X	X		
(RENEW)					

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

Authorized Signature:	Title:	Date:
	PRESIDENT	21 APR2004

FORM PW-9

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	R.E.H. Trucking, Inc.
☐ I AM NOT ☒ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	VON# 0CS00027

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise	
☐ Other (Please Specify):						
Total Number of Employees (including owners): 20						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Black/African American						
Hispanic/Latino	1	1	1	1	1	
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	49 %	%	%	%	%
Women	%	51 %	%	%	%	%

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

City of Los Angeles	✓	✓	✓		2/2005
Cal Trans (CUCP)	✓		✓		3/2006

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

Authorized Signature:	Title:	Date:
Virginia M. Hernandez	PRESIDENT	4-11-04

FORM PW-9

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

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

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

FIRM NAME: SHENKEL TRUCKING, INc.	
☐ I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
■ I AM	
■ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: ~~2CS00024~~ 50562901	

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	■ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):	Eight (8)				

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

[illegible]		[illegible] Partners		[illegible]		[illegible]	
		[illegible]	Female	[illegible]	[illegible]	[illegible]	[illegible]
Black/African American							
Hispanic/Latino	5					62.5%	
Asian or Pacific Islander	1		100%				
American Indian							
Filipino							
White	2					25 %	

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	100%	%	%	%

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

[illegible]	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
CAL Trans	X	X	X		04/05
City of Los Angeles	X	X	X		04/05

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

Authorized Signature:	Title:	Date:
Madelaine Shenk	Pres.	Apr 12, 2004