



# 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

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

May 5, 2005

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:

**AERIAL PHOTOGRAPHY, TOPOGRAPHIC AND/OR PLANIMETRIC MAPPING AND  
RELATED WORK  
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. Award contracts for "Aerial Photography, Topographic and/or Planimetric Mapping and Related Work" in a combined annual sum not to exceed \$350,000 to Western Air Maps, Inc., located in San Bernardino, California; Towill, Inc., located in Irvine, California; and Digital Mapping, Inc., located in Huntington Beach, California. Each contract will be for a term of one year commencing upon execution, with two 1-year renewal options, not to exceed a total of three years. First year funds are available in Public Works' 2004-05 Road and Flood Control District Funds.
3. Delegate authority to the Acting Director to annually expend up to 20 percent of the annual contract sum for unforeseen additional work within the scope of work of each contract, if required.
4. Delegate authority to the Acting Director of Public Works to execute each contract; to renew them for each additional renewal option if, in the opinion of the Acting Director, renewal is warranted; to extend the final contracts

terms on a month-to-month basis for up to six months; or to terminate them if, in the opinion of the Acting Director, it is in the best interest of the County to do so.

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

These contracts are for Aerial Photography, Topographic and/or Planimetric Mapping and Related Work within the unincorporated County areas. Public Works requires aerial mapping surveys for use in engineering studies and designs, flood plain management, and for State and Federal natural disaster reimbursements. The work to be performed will consist of photographic missions, lab work, and analytical control/bridging. Public Works has contracted for this service since 1982. The purpose of this action is to continue contracting for this service.

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

The award of these contracts is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness, as the contractors have the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

### **FISCAL IMPACT/FINANCING**

These contracts are for a combined annual amount not to exceed \$350,000, plus 20 percent for unforeseen, additional work within the scope of these contracts. This amount is based on the unit prices/hourly rates quoted by the contractors and Public Works' estimated annual utilization of the contractors' services.

First year financing for these services is included in Public Works' 2004-05 Road and Flood Control District Funds. In addition, should an unanticipated need arise in other Public Works funds, Public Works will finance this service from the appropriate funding sources. Total annual expenditures for this service, however, will not exceed the amounts approved by the Board, and no service will be ordered without the funding authorization of Public Works' Financial Management Branch. There will be no impact on net County cost.

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

Prior to the Acting Director executing each of the contracts, which are substantially

reflected in Enclosure A, each respective contractor will sign. County Counsel has reviewed these contracts as to form.

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

### **ENVIRONMENTAL DOCUMENTATION**

These recommended contracts do not constitute a project as defined by the CEQA, and therefore is not subject to the provisions of CEQA.

### **CONTRACTING PROCESS**

On February 23, 2005, Public Works solicited proposals from 40 independent contractors and community business enterprises to accomplish this work. Also, notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On March 22, 2005, six proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. One of the proposals was rejected for not meeting license requirements. The remainder of the proposals having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan and references. Based on this evaluation, it is recommended that contracts be awarded to the three most responsive and responsible proposers: Western Air Maps, Inc.; Towill, Inc.; and Digital Mapping, Inc.

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

These contracts contain Board-approved contract terms and conditions regarding employee notification of the Federal-earned income tax credit, contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, the safely surrendered baby law, and the services contract solicitation protest policy.

The Honorable Board of Supervisors  
May 5, 2005  
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Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

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

In accordance with the Chief Administrative Officer's June 15, 2001 instructions, this is Public Works' assurance that 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,

DONALD L. WOLFE  
Acting Director of Public Works

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Enc. 3

cc: Chief Administrative Office  
County Counsel

PART II

SAMPLE AGREEMENT FOR

AERIAL PHOTOGRAPHY, TOPOGRAPHIC AND/OR

PLANIMETRIC MAPPING AND RELATED WORK

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, 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 Western Air Maps, Inc., a California Corporation, hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 22nd day of March, 2005, hereby agrees to provide services as described in the attached specifications for "Aerial Photography, Topographic and/or Planimetric Mapping and Related Work," including but not limited to Exhibit A, Scope of Work.

SECOND: 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; 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.

THIRD: That the Contractor shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices. However, the total annual amount shall not exceed \$350,000, or such greater amount as the Board may approve.

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

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

The invoices shall be submitted to:

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

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

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

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

NINTH: That 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 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.

TENTH: That the Director shall adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost-of-living adjustment will be granted.



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 \_\_\_\_\_  
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

WESTERN AIR MAPS, INC.

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

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



PART II

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AERIAL PHOTOGRAPHY, TOPOGRAPHIC AND/OR  
PLANIMETRIC MAPPING AND RELATED WORK

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, 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 Towill, Inc., a California Corporation, hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 22nd day of March, 2005, hereby agrees to provide services as described in the attached specifications for "Aerial Photography, Topographic and/or Planimetric Mapping and Related Work," including but not limited to Exhibit A, Scope of Work.

SECOND: 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; 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.

THIRD: That the Contractor shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices. However, the total annual amount shall not exceed \$350,000, or such greater amount as the Board may approve.

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

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

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

TOWILL, INC.

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

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

PART II

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AERIAL PHOTOGRAPHY, TOPOGRAPHIC AND/OR

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WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 22nd day of March, 2005, hereby agrees to provide services as described in the attached specifications for "Aerial Photography, Topographic and/or Planimetric Mapping and Related Work," including but not limited to Exhibit A, Scope of Work.

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COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

DIGITAL MAPPING, INC.

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

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



## SCOPE OF WORK

AERIAL PHOTOGRAPHY, TOPOGRAPHIC AND/OR  
PLANIMETRIC MAPPING AND RELATED WORKA. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Allen Thompson of our Survey Division, who may be contacted at (626) 458-5144, or at [athomps@ladpw.org](mailto:athomps@ladpw.org), Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

The areas to be mapped or photographed are within Los Angeles County and adjacent areas. There could be 10 separate photographic missions or more over a period of one year. The area to be mapped on any one flight could vary from one model up to 20 or more models. The required scale and contour interval will vary depending on the requirements of Public Works. It should be expected that requested missions may be made on short notice, if weather permits.

C. Work Description1. Photogrammetric Mapping Specifications

The following work descriptions are related to Part I, Schedule of Prices, Form PW-2:

- a. Photographic Mission - The cost per photographic mission shall be the same despite number of exposures and shall include all charges for time out, time over target, time back, and any miscellaneous mobilization charges.
- b. Lab Work - The cost per exposure shall include cost of film, film processing, editing, 'M' film diapositives (.007 thickness), two contact prints on resin coated paper with semi-matte finish, and any miscellaneous charges. The unit cost shall be the same for two or more exposures in any one mission.
- c. Analytical Control - The cost per exposure shall be the same despite the number of exposures and shall include all costs for analytical bridging.

- d. Digitized Computer Compilation - All digital mapping files shall be delivered in MicroStation DGN format. MicroStation levels, colors, line weights, and line codes for all mapping data will be furnished by Public Works upon contract approval. However, depending upon varying job requirements, above-described mapping data may require adjustment. A sample digital map shall be submitted to Public Works by the Contractor prior to the first project.

The distinction between mapping rural and urban areas shall be agreed upon before work begins. Urban shall be defined as significant amount of man made culture or unusual amount of mapping features.

Orthophotographs only: This pay item is for creating the terrain model to be used in rectifying photographs, the pay item for rectifying the deliverable images is listed in Schedule of Prices, item No. 1 and I.2, Orthophotos.

Orthophotographs with planimetric features: This pay item is for creating the terrain model to be used in rectifying photographs, the pay item for rectifying the deliverable images is listed in Schedule of Prices, item No. 1 and I.2. This cost includes a deliverable DGN file of the planimetric features.

Standard Mapping: The cost shall include all charges for time and materials for producing the requested map in DGN format. The data file will include mass data points and terrain breaklines.

- e. Strip Mapping - This pay item includes the work description of Digitized Computer Compilation above. This pay item is created to compensate for the reduced acreage in mapping strips. The length of the map shall be measured along the center of the strip.
- f. Computer Plotted Topographic Map - The costs for computer plotting of manuscripts shall be computed to the nearest square foot of actual plotted area despite the number of individual sheets required for any given project.
- g. Ground Control Surveys - All survey work shall be performed in accordance with the Professional Land Surveyors Act.
- h. Photographic Image Scanning - The cost shall include a digital file supplied to Public Works.
- i. Image Rectification - Simple Rectification: This item includes all costs for simple rectification of images and will be paid per each photo image.

Orthophotos: This cost will include the rectification of photos using the terrain model created in Pay Item d, Digitized Computer Compilation above. This item is paid per number of delivered orthophoto images. The number of orthophotos shall approximate the number of stereo models.

Digital mosaic of Orthophotos: Mosaic requests will be paid per orthophoto.

2. Work to be Delivered for Each Topographic Mission

- a. One set of negatives.
- b. Two sets of contact prints (one set to show all flight data on negatives at time of exposure).
- c. Digitized data file including mass data points and terrain breaklines on media acceptable to Public Works.
- d. All computer files used for, or generated during, the processing of the work order will be delivered on an acceptable media.

3. Photography

A precision single lens aerial camera of one of the following or later models shall be used:

- Wild RC-10;
- Zeiss RMK-A; or
- Zeiss Jena LMK.

All photography shall be undertaken:

- a. With the optical axis of the camera as near vertical as possible and never shall tip or tilt exceed three degrees.
- b. When the atmospheric conditions are such that clear and well-defined images can be obtained.
- c. At the time of day when shadows caused by topographic relief and/or when sun angles will be at a minimum. Excessive or deep shadows may be cause for rejection of the photography. On occasions a specific time of day may be required.

4. Contact Prints

- a. Contact prints from the 9-inch vertical negatives shall be printed on resin coated semimatte paper made without mask and squarely trimmed to the photographic image.
- b. Prints shall be of uniform color and density, and such a degree of contrast that all details of the negatives will show clearly, both in the shadows and highlights, and in the halftone between the shadows and highlights.
- c. All contact delivered prints shall be arranged in order by flight lines. A numerical abbreviation of the month, day, and year of exposure of the negative with its serial number shall show on each contact print.
- d. The back of all prints shall be stamped or neatly lettered with ink indicating the approximate scale of the photograph and the name and address of the Contractor. Stick on labels will be permitted.
- e. All prints shall be delivered in a smooth and flat condition.

5. Ground Control

Normally Public Works will furnish adequate control for direct compilation or for analytical bridging, and all necessary control points will be premarked by Public Works.

However, Public Works may require the Contractor to furnish the ground control survey. Such surveys shall be under the direct supervision of a California Licensed Land Surveyor, and the raw data in the field books collected along with the final coordinate printout shall be furnished to Public Works for checking prior to mapping. The survey documents shall be signed and stamped by the Surveyor.

6. Contours

Contours shall reflect the true nature of the ground conditions. Intermediate contours shall be omitted where they would lead to confusion. Where ground is obscured by trees or tall ground cover, all contours shall be dashed.

Contours shall be derived from a Digital Terrain Model (DTM) unless otherwise specified in the order. The DTM shall have sufficient break lines, fault lines, and mass points to accurately define the terrain. Use of a DTM shall have no effect on map accuracy requirements as stated in Part I, Section C.18, Accuracy of Maps.

7. Digital Topographic Data

Delivered digital mapping data shall be in MicroStation DGN format in levels designated by the Department. A list of levels, colors, line weights, and line styles will be furnished by Public Works.

All line work shall be in line strings. Arcs are to be avoided except for true circles and half circles.

All data including plan features shall be in 3D. Plan features may be used as break lines in the DTM.

8. Digital Photo Rectification

Digital aerial photographic images may be required in individual orders. The requirements may vary from delivery of the raw images, to simple rectification, to precise orthophotos, in either black and white or in color. The quality of the imagery shall be such that enlargement up to six times will show good detail and no apparent pixels or lack of sharpness.

Complying with the following specifications for digital imagery does not affect the requirement for high quality and resolution.

- a. Digital photographs shall be produced by scanning the diapositives before their use in bridging or compilation to avoid marks or scratches. If necessary, a clean set of diapositives shall be made specifically for this purpose.
- b. The scanning shall be accomplished using a precision scanner with accuracy to plus or minus 3um (microns). Scan pixel size shall be no larger than 15um, unless otherwise specified in the order. Scanning may be in TIFF or JPEG compression format, but shall be compatible with MicroStation/Bentley software import facilities.
- c. Simple rectification shall require software that will allow moving a number of image points to specified control points. Public Works will furnish contact prints with points identified and coordinates for those points.
- d. Orthophoto rectification shall be produced using software designed expressly for that purpose. Orthophotos produced from mapping DTM data are expected to meet the same accuracy specifications at ground level as the mapping. Hard copies of the orthophotos shall be clear and sharp at final map scale. Final digital images are to be delivered on CD or DVD media in either uncompressed TIFF or JPEG format, compatible with Public Work's hardware and software.

9. Time Frame

A time frame for each work request will be established before the execution of any work by the Contractor. Public Works and the Contractor will agree to an established delivery date on each request, realizing that poor weather conditions may affect said date.

10. Terrain Characteristics

It is understood that this mapping may be for various types of terrain including desert, rugged mountains, and coastal plains. All of which may or may not include areas of extensive urban development.

11. Vertical Negatives

- a. Processing and Drying of Exposed Photographic Film. The processing, including development, fixation, washing, and drying of all exposed photographic film, shall result in negatives free from chemical and other stains containing normal and uniform density and fine-grain quality. Before, during, and after processing, the film shall not be rolled tightly on drums or in any way stretched, distorted, scratched, or marked and shall be free from finger marks, dirt, or blemishes of any kind.
- b. Quality of Photographic Negatives. Camera shutter speeds or use of cameras equipped with 'I' (Image Forward Motion Compensation) shall result in minimum image movement on negatives. Exposure and processing shall result in negatives of high quality clearly showing details of the topographic and 'P' features.

The negatives shall be free from static marks, shall have uniform color tone, and the proper degree of contrast for details to show clearly in both darkest and lightest areas as well as the halftones between.

Negative contrast shall yield prints that will show detail in both highlights and shadows. Excessive contrast or lack of sufficient contrast will be cause for rejection of the photography.

- c. Scale of Vertical Photographic Negatives. The flight height above the average elevations of the ground shall be such that the negatives shall have the average scale specified in the Proposal schedule. Negatives having a departure from that scale of more than 5 percent because of tilt or abrupt changes in flying altitude shall be grounds for rejection.

- d. All negatives shall become the property of Public Works and shall be delivered to Public Works by the Contractor at the end of each project.

12. Finished Maps

- a. High grade 0.004 M film shall be used for plotting of the final map sheets.
- b. The maps shall be plotted to exact scale as specified in the individual order.
- c. The ratio from the original photography scale to the final map scale shall not exceed a ratio of 1:8. Allowable 'C' factor for the various plotting instruments shall not exceed the following: Analog optical train instruments - 1800, Analytical and Softcopy systems - 2400.
- d. A 1-inch border shall be left on all sides of the finished map along with an area of 3 x 11 inches reserved for Public Works title block in the lower right-hand corner.
- e. In multiple sheets, a mapping index may be required to show the relationship of each sheet to the others. This index shall be of a small scale and on each sheet.
- f. Map sheets shall have no overlapping areas. Adjoining map sheets shall have butt joints.

13. Orientation and Size of Maps

Public Works will have at its option the right to stipulate the orientation, size of the finished maps, and each map sheet be laid out in rectangular coordinates based on the California Coordinate System.

When Public Works exercises this option, it will furnish the Contractor with the following:

- a. A map marked "Exhibit A" showing the orientation and numbering of the sheets.
- b. "Exhibit B" showing the overall size of the finished maps.
- c. Public Works will provide seed files, global origin, and coordinate values for the control within the area to be mapped. If ground control surveys are to be furnished by the Contractor, Public Works will furnish the basis for the coordinate system to be used.

14. Information to be included on Data Files and Maps

The data supplied shall conform to Public Works provided layer list and cell library.

Specific information to be shown is as follows:

- a. Control monuments
- b. Grid ticks
- c. Contour elevations
- d. Spot elevations
- e. Houses, buildings, etc.
- f. Curbs
- g. Walls
- h. Edges of pavement
- i. Edges of traveled unpaved roads
- j. Railroads
- k. Channels
- l. Billboards
- m. Fences (label type)
- n. Telephone and power lines (poles)
- o. Pipelines (above ground)
- p. Clumps of trees or heavy brush (outline area)
- q. Free standing trees having crown diameters of 5 feet or more (individually by symbol)
- r. Drainage features and streams
- s. Oil wells
- t. Slide areas (wherever identifiable)
- u. All other improvements or distinguishing features visible on the aerial photographs
- v. Any feature whose identity is questionable shall be shown as dashed line and labeled "U/O"

15. Grid Ticks

Grid ticks shall be established in the data file and shown for the map scales indicated. The coordinate values for each grid line shall be labeled near the edge of each map.

<u>Map</u>	<u>Scale</u>	<u>Spacing of Grid Ticks</u>
1 inch	40 feet	200 feet Northing and Easting
1 inch	50 feet	250 feet Northing and Easting



1 inch	80 feet	400 feet Northing and Easting
1 inch	100 feet	500 feet Northing and Easting
1 inch	200 feet	1,000 feet Northing and Easting

16. Contour Lines

Every fifth contour shall be of heavier weight and shall be labeled in tiers on general slopes at intervals not to exceed 5 inches. Labeling of contours shall be so placed that the elevation of any contour is readily discernible.

17. Spot Elevations

All spot elevations shall be determined photogrammetrically and shown at points in comparatively flat areas which are more than 1-1/2 inches from regular contours at all saddles, tops of summits, street intersections, and wherever interpolation of contours would incorrectly represent the land form.

- a. Spot elevations shall be accurate to within one-quarter of the specified contour interval.
- b. In comparatively level terrain where contours are further apart, the contours may be omitted and spot elevations substituted therefore. Such spot elevations shall be spaced 1-1/2 inches apart at final map scale in each direction forming a rectangular grid.
- c. On slopes less than 10 feet in height and steeper than one contour in 100 feet horizontal distance, spot elevations may be shown in lieu of contours provided they are spaced to show all breaks in the slope and are spaced not more than 100 feet apart at approximate right angles to the direction of the slope.
- d. Spot elevations shall be shown at intervals not exceeding 1-1/2 inches along the boundary of the area to be mapped at locations where the nearest contour is over one inch from the boundary.

18. Accuracy of Maps

- a. All map accuracies specified herein shall apply to the final scale of maps delivered by the Contractor.
- b. Grid ticks and control points shall be inserted at precise coordinate positions.

- c. 90 percent of all planimetric features are well defined on the photographs and shall be accurate within at least one-fiftieth ( $1/50$ ) of an inch of their true coordinate positions, as determined by field test surveys, and none of the features tested shall be misplaced on the map by more than one-twentieth ( $1/20$ ) of an inch from their true coordinate positions.
- d. 90 percent of all spot elevations placed on the maps shall have an accuracy of one-quarter ( $1/4$ ) of the specified contour interval, and the remaining 10 percent shall not be in error by more than one-half ( $1/2$ ) the contour interval.
- e. 90 percent of the elevations determined from the solid line contours of the topographic maps shall have an accuracy with respect to true elevation of one-half ( $1/2$ ) contour interval or better and the remaining 10 percent of such elevations shall not be in error by more than one contour interval. In checking elevations taken from the maps the apparent vertical error may be decreased by assuming a horizontal displacement of one-fortieth ( $1/40$ ) of an inch.

In densely wooded areas where heavy brush or tree cover fully obscures the ground and the contours are shown as dashed lines, they shall be plotted as accurately as possible from the stereoscopic model, while using spot elevations obtained during ground control surveys and all spot elevations measured photogrammetrically in places where the ground is visible.

For mapping at a scale of one inch equals 100 feet or larger, in areas where the ground is completely obscured by dense brush or timber, 90 percent of all contours shall be within one contour interval of correct elevation or one-half ( $1/2$ ) the height of the ground cover, whichever is greater. Contours in such areas shall be dashed.

For mapping at scales smaller than one inch equals 100 feet, in areas where the ground is completely obscured by dense brush or timber, 90 percent of all contours be within one contour interval or one-half the average height of the ground cover, whichever is the greater of true elevation. Contours in such areas shall be dashed.

19. Testing and Inspection of Maps

- a. Public Works reserves the right to inspect any phases of the work anytime during the progress of the work.

- b. Maps will be tested and inspected by Public Works and will be accepted or rejected within 30 days. This time shall commence when all requested items have been delivered by the Contractor.
- c. The Contractor shall correct and resubmit all maps and data files returned for corrections so that they comply with the specified accuracy, within 30 days of being returned, at the Contractor's expense.
- d. Completeness of detail will be observed by a thorough inspection, performed by Public Works. Accuracy of plotting of planimetric features may be tested by field surveys performed by Public Works.
- e. Standard deviations of shots tested shall not exceed 1/4000 of the flight height above the ground (rounded to the next highest 0.1 foot) or in areas where the ground is completely obscured by brush to one-half the height of the ground cover, whichever is greater. A test shall consist of a minimum of 10 shots. The standard deviation between any profile taken from the digitized data and the actual ground shall not exceed 1.3 times the above figure (rounded to the next highest 0.1 foot). Test profiles shall be at least 200 feet long. Failure of any portion of the data to meet the Specifications set forth shall be sufficient cause to return the data for correction despite the accuracy of the rest.

20. Field Edit

When the ground is completely obscured, it shall be the responsibility of the Contractor to perform such field edits as are necessary to correctly map what is on the ground.

21. Cost of Testing

The cost of testing and inspecting each map before initial acceptance will be borne by Public Works. Before accepting any previously rejected map the Department may retest the map. Should the resubmitted map fail to comply with the Specification, the cost of retesting required to prove that the map meets the Specifications shall be assessed against the Contractor provided, however, that the charges so assessed shall not exceed \$2,000 per map for each additional test after the initial rejection. Such assessments against the Contractor shall be deducted from any monies due. Inspection will include plotting the digital topographic data on the County's 'CADD' system. Any digital data which does not match the 'M' map exactly for all contours and line work shall be resubmitted by the Contractor at no cost to the County. The size and shape of symbols and text on the 'CADD' plot should be to reasonable drafting standards.

22. Data File Compatibility

It shall be the responsibility of the Contractor to provide adequate proof of compatibility of its data files with that of Public Work's system within a reasonable period. Failure to provide such evidence may result in the termination of this Contract. It will be the sole judgment of Public Works whether the data files submitted are compatible.

23. Aerial Photography and Laboratory Work Specifications

The following work specifications are related to Part I, Section 6, Schedule of Prices, Item no. 2.

- a. Furnishing Plane, Pilot, Photographer, and Camera - Payment will be made for flight time between the time of takeoff and the time of landing. A flight log signed by either the pilot or the photographer shall be submitted with each applicable invoice. The flight details, photo scale, analog or digital camera, and image resolution shall be agreed upon before the flight. The Contractor is expected to take advantage of the earliest suitable flying weather following a request for photography.

Reflights - Public Works reserves the right to order the Contractor to make reflights at the Contractor's expense whenever photography is rejected by the Department as being unsatisfactory. However, the Department will reimburse the Contractor for reflights under either of the following circumstances:

1. When the original request was for the Contractor to take photographs during adverse weather condition.
  2. When inclement weather conditions made the original flight unproductive, or the photographs from such flight are unsatisfactory, and the Contractor presents sufficient evidence to Public Works showing that such weather could not reasonably be anticipated at the time of takeoff.
- b. Mobilization of Equipment and Personnel - Public Works will pay a fixed amount for the Contractor's cost of mobilizing cameras, equipment, and personnel for each individual flying order which is completed. The mobilization charge shall be in addition to the hourly flight charge above. Mobilization payment will be paid for authorized reflights.

When more than one individual order is flown on one mission, the mobilization charge shall be prorated among the individual orders.

- c. Aerial Exposures 9 x 9 inches (Black and White) - The unit price for 9 x 9 inches aerial exposures shall include the following:
  - 1. Furnishing, developing, and editing all aerial film.
  - 2. Furnishing two sets of prints.
- d. Aerial Exposures 9 x 9 inches (Color) - The exposures shall be taken on Kodak Aerocolor Negative File No. 2445, or equal. The unit price for each exposure shall include the following:
  - 1. Furnishing, developing, and editing of film.
  - 2. Furnishing one set of black and white proof prints.
  - 3. Furnishing one set of color prints.
- e. Prints (Black and White) - Prints from aerial negatives shall be furnished on Kodak paper, or equal.
- f. Prints (Color) - Prints from aerial negatives shall be furnished on Kodak Ektacolor R.C. paper, or equal.
- g. Enlargements (Black and White) - Continuous tone, halftone or line projection up to and including 10- plus enlargements, or reductions.
  - 1. Accuracy for work on stable base materials shall be within one-half of one percent of the requirements specified in individual orders.
  - 2. All enlargements or reductions for line work shall be specified as distance, in inches, on the end product, between two well-defined points along one axis on the original.
  - 3. All enlargements or reductions for work shall be specified as a ratio.
- h. Enlargements (Color)
  - 1. Accuracy for work on stable base materials shall be within one-half of one percent of the requirements specified in individual orders.

2. All enlargements or reductions for line work shall be specified as distance, in inches, on the end product, between two well-defined points along one axis on the original.

3. All enlargements or reductions for work shall be specified as a ratio.

i. Overtime/Holidays - Any additional charges for work performed outside of normal working hours must be pre-approved by Public Works.

j. Mounting - The unit price for mounting of photographs shall include all costs for labor and materials. The mounting board shall be foam core (i.e., gator board) or equivalent.

D. Hours and Days of Service

Hours of services shall be primarily 7 a.m. to 4:30 p.m., Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Director.

E. Utilities

The County will not provide utilities.

F. Storage Facilities

The County will not provide storage facilities for the Contractor.

G. Removal of Debris

All debris derived from the contracted services specified herein shall be removed from Public Works' property and disposed of at the Contractor's expense.

H. Special Safety Requirements

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

I. Delivery of Requested Items

The Contractor shall deliver all items under this Contract to Public Work's Survey Division, Design Section. With the delivery of materials, the Contractor shall provide a suitable delivery memo with each order. This memo shall include

the agreement number and an itemized breakdown of all charges for materials and workmanship. All delivery costs shall be the responsibility of the contractor.

J. Responsibilities of the Contractor

1. Provide Public Works with aerial photography, photogrammetric mapping, and related services.
2. Provide or supply all labor (operator and helpers), equipment, tools, and supervision, to perform all work required.
3. Provide all necessary city, county, and state permits and/or licenses required for its equipment and operators.

K. Responsibilities of Public Works

Public Works will determine the need for, and provide any necessary data or coordination required to perform the work requested.

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 shutdown 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

As the County may award to more than one contractor, contractor selection for work will be based on the contractor's ranking established criteria outlined in Part I, Section 4.D, Evaluation Criteria, of the RFP, ability to perform the work, and availability to perform the work within Public Works' time frames. As the need for work arises, Public Works will initially offer one project to each awarded contractor on a rotating sequence beginning with the highest evaluated contractor. The Contract Manager will call the Contractor. The Contractor will have 24 hours to respond. In the event there is no response or the Contractor selected is not available to perform the work within the County's time frame or cannot perform the work, 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 each contractor has been awarded one individual project, award of additional work through out the life of this contract will be based on the County's best interests as determined by Public Works, contractor's availability

and ability to perform the requested work, and a balance of awarded dollar amounts between the contractors.

N. Notice to Proceed

After the selection of a contractor to perform the required work, the County will issue a Notice to Proceed.

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## 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, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

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. 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, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

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:
  - All the time limits and acts required to be done by both parties are of the essence of the Contract;
  - The parties are both experienced in performance of the Contract work;
  - The 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;

- The parties are not under any compulsion to contract;
  - 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 the Contract;
  - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - 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 \$100 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 nonallocation 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 in accordance with 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 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. Nondiscrimination 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 contract 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 (Los Angeles 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 the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or 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 the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such

termination, County shall be entitled to pursue that same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts. 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) 554-6861. Such fraud may also be reported via e-mail to [fraud@auditor.co.la.ca.us](mailto:fraud@auditor.co.la.ca.us) and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

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

1. 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:
  - a. The Contractor shall develop all publicity material in a professional manner.
  - b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
  - c. 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 (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - 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 Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate the Contract pursuant to Paragraph D1 "Default," of this Section 3, and debar the Contractor pursuant to County Code Chapter 2.202.

S. Notification

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

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 copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

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 the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the 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 the 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 the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The 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 the 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 the 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, Paragraph 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 the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The 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

1. 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 the Contractor's own expense.
2. 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 the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - 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 the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable

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

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
  - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the 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 the 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 the 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 the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets 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. The 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," "nonowned," 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 the 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.
7. Aviation liability, including passenger liability, with a combined single limit of not less than \$5,000,000 per occurrence.

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 the 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 the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County;
- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the 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

The 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). The 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. The Contractor shall retain such documentation for all covered employees for the period prescribed by law. The 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 the Contractor or the 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. 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 of Supervisors, in its discretion, finds 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 the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 the 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 the 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 the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the 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 the Contractor demonstrate to the County's

satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the 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. The 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. The 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 the 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 Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the 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](http://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.

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

(Rev. December 2003)

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

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**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](http://www.irs.gov).

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 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.

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**Notice 1015**  
(Rev. 12-2003)

# 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](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### 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.

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

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



# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura 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](http://www.babysafela.org)



Estado de California  
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

Departamento de Servicios Sociales  
(Department of Social Services)  
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

**¿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 brazaletes y el padre/madre recibirá un brazaletes 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.

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

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos 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.*

Award Information has not been added at this time.

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### Bid Information

**Bid Number :** PW-ASD 243

**Bid Title :** AERIAL PHOTOGRAPHY TOPOGRAPHIC AND/OR PLANIMETRIC MAPPING & RELATED WORK

**Bid Type :** Service

**Department :** Public Works

**Commodity :** AERIAL PHOTOGRAPHY SERVICE

**Open Date :** 2/23/2005

**Closing Date :** 3/22/2005 5:30 PM

**Notice of Intent to Award :** [View Detail](#)

**Bid Amount :** \$ 350,000

**Bid Download :** Not Available

**Bid Description :** NOTICE IS HEREBY GIVEN that the County of Los Angeles Department of Public Works is interested in contracting for "Aerial Photography, Topographic and/or Planimetric Mapping and Related Work." The annual cost of this service is estimated to be \$350,000.

A Proposers' Conference will be held on Monday, March 7, 2005, at 1 p.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA). ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED EMPLOYEE IS MANDATORY. Public Works will reject proposals from those who do not attend this Conference.

Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' (RFP) and contract's requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will provide further clarifications, modifications, and/or answers concerning this solicitation only through written addenda to all who attended the Conference and only if time permits.

The deadline to submit proposals is Tuesday, March 22, 2005, at 5:30 p.m. Proposals must be submitted to Public Works' Cashier at the above address. To ensure proper identification of your proposal, submit it in a sealed package with your company's name and address and the name of this project clearly shown on the outside of the package.

Please direct your questions to Mr. Anthony Ford at (626) 458-4075, Monday through Thursday, 7 a.m. to 5 p.m.

If not enclosed with this notice, the RFP with specifications, terms, conditions, requirements, instructions for preparing and submitting proposals, and forms may be obtained at no charge from the Public Works' Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m. To have it mailed, contact Mr. Ford at (626) 458-4075, or at [aford@ladpw.org](mailto:aford@ladpw.org).

With notice of a request at least four business days before the Conference, we will make every reasonable effort to provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations or obtain ADA information, please contact our ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

**Contact Name :** ANTHONY FORD

**Contact Phone# :** (626) 458-4075

**Contact Email :** [aford@ladpw.org](mailto:aford@ladpw.org)

**Last Changed On :** 2/24/2005 2:48:57 PM

[Back to Last Window](#)

[Back to Award Main](#)



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: Western Air Maps, Inc.	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 46					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American			1		1
Hispanic/Latino					
Asian or Pacific Islander				1	
American Indian					1
Filipino					
White	2		5	1	31

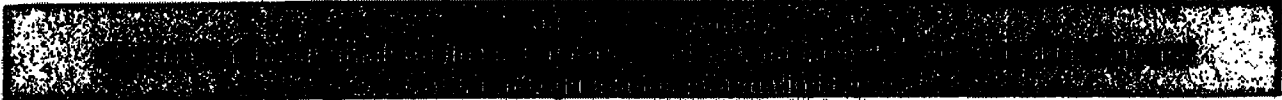
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	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.)


**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: Eric Andelin	Title: Client Consultant	Date: March 18, 2005
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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: <i>Digital Imaging</i>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): <b>27</b>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					
Hispanic/Latino		<b>1</b>		<b>1</b>	<b>3</b>
Asian or Pacific Islander					<b>1</b>
American Indian					<b>1</b>
Filipino				<b>5</b>	<b>1</b>
White	<b>2</b>		<b>2</b>		<b>10</b>

**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	%	%	%	%	%	<b>49 %</b>
Women	%	<b>51 %</b>	%	%	%	%

**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.)

County of Los Angeles, OAAC	X	X			12/08/2005
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**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: <i>[Signature]</i>	Title: <b>President</b>	Date: <b>03/22/2005</b>
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All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Tocall

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:

**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):

Number of Employees (including owners): 84

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

Ethnicity	Number of Individuals
African American	0
Hispanic/Latino	0
Asian or Pacific Islander	1
American Indian	0
Other	0
<b>Total</b>	<b>6</b>

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

Ethnicity	Percentage (%)
African American	0 %
Hispanic/Latino	0 %
Asian or Pacific Islander	13.75 %
American Indian	0 %
Other	0 %
<b>Total</b>	<b>6</b>

**STATEMENT ON AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is 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.)

Name	Title

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

Signature: R. C. [Signature] Title: President Date: 3/22/05



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

**LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: OLYMPIC MAPPING SYSTEM, 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:

**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): 5

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

Race/Ethnic Composition	Owners/Partners/Associates/Executives		Managers		Employees	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	<u>1</u>					
Asian or Pacific Islander			<u>1</u>		<u>3</u>	
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	%	<u>100</u> %	%	%	%	%
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.)

Firm Name	Minority	Women	Disadvantaged	Disabled Veteran	Certification Date

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

Authorized Signature: [Signature] Title: PRESIDENT Date: 03-22-05

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

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

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

**FIRM NAME:** Aero Tech Surveys

**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/bids 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 :** AER 3740

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

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees</b> (including owners): <u>Eight (8)</u>						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino					3	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1			1	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	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

*If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
State of California Dept. of General Services			X		08-31-2007

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

<b>Print Authorized Name</b> William F. Schmidt	<b>Authorized Signature</b> 	<b>Title</b> President	<b>Date</b> 03-22-2005
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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: TMR ASSOCIATES, INC.	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: State of California Small Business and DVBE Certification Ref # 0025312	

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): Six full time & Three Part-time					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					
Hispanic/Latino	3			5	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	%	100.00 %	%	%	%	%
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.)

CA Dept of Transportation			Ref # 0025312	11/30/2007
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**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: <i>Robert Becerra</i>	Title: CFO/PRINCIPAL	Date: March 18, 2005
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