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

November 24, 2004

IN REPLY PLEASE
REFER TO FILE: AS-0

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

Dear Supervisors:

GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the provision of graffiti removal at various Los Angeles County Flood Control District facilities can be more economically performed by independent contractors than by County employees.

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

3. Award and delegate authority to the Interim Director of Public Works to execute the contracts for "Graffiti Removal at Various East Area Flood Control Facilities" to Superior Property Services, Inc., located in Santa Ana, California; "Graffiti Removal at Various South Area Flood Control Facilities" to Urban Graffiti Enterprises, Inc., located in Azusa, California; and "Graffiti Removal at Various West Area Flood Control Facilities" to Graffiti Control Systems, Inc., located in North Hollywood, California. These contracts will be for a period of one year, commencing on January 1, 2005, with two 1-year renewal options, not to exceed a total contract period of three years.

4. Delegate authority to the Interim Director to renew these contracts for each additional renewal option, if, in the opinion of the Interim Director, renewal is warranted.

5. Delegate authority to the Interim Director to terminate one or more of these contracts, if, in the opinion of the Interim Director, it is in the best interest of the County to do so.

6. Authorize the contractors to proceed with the work in accordance with the contracts' specifications, terms, conditions, and requirements.

7. Authorize Public Works to encumber an annual amount not to exceed $398,352; $168,000 for the West area, $146,352 for the South area, and $84,000 for the East area. Funds are available in the Flood Control District's 2004-05 budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue contracted graffiti removal services within the Los Angeles County Flood Control District's rights of way. The Graffiti Removal at Various Flood Control Facilities Program is designed to remove graffiti quickly and as often as necessary to keep the designated facilities graffiti free. A prompt cleanup is considered preventive from the standpoint that, if the graffiti does not remain for long periods, vandals satisfaction from seeing their marks and having others see them is limited. The potential for fame and recognition, a key motivator for graffiti vandals, is significantly diminished when the graffiti is quickly removed or "buffed out." In severely affected areas, such cleanups are an essential way to combat a neighborhood's deterioration. Public Works' graffiti abatement endeavors have been successful in other areas in the County. These contracts will continue our efforts in the area of graffiti abatement.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness. These contracts will improve internal operations through the utilization of the contractors' expertise to effectively provide these services in a timely, cost-effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The total annual cost of these contracts is $398,352; $168,000 for the West area, $146,352 for the South area, and $84,000 for the East area. These amounts represent the contractors' costs to perform the requested work. These contracts will commence on January 1, 2005, for a one-year period, with two 1-year renewal options. With the

Board's delegated authority, the Interim Director may renew these contracts from year to year for a total contract period not to exceed three years. One or more of these contracts 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 contractors.

Public Works calculated the cost-effectiveness of contracting for these services based on Auditor-Controller guidelines. Based on the cost calculations, it has been determined that these services can be more economically performed by independent contractors than by County employees. Combined annual savings of $39,959 will be realized.

Funds are available in the Flood Control District's 2004-05 budget to cover the cost of these contracts. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Interim Director executing these contracts, which are substantially reflected in Enclosure A, the contractors will sign and County Counsel will review the contracts as to form.

These services are being contracted in accordance with procedures authorized under the provisions of County Charter Section 44.7, Part 3, and Chapters 2.121.250 through 2.121.420, Title 2, of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code Section 2.121.380 have been met.

These contracts are in compliance with the mandatory living wage requirements as set forth in the Los Angeles County Code Chapter 2.201, Living Wage Program. Public Works has evaluated and determined that each contractor fully complies with the requirements of the Living Wage Program and agrees to pay full-time employees providing these services a living wage.

ENVIRONMENTAL DOCUMENTATION

With respect to the requirements of the CEQA, the type of services to be provided is categorically exempt as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On October 28, 2004, Public Works solicited proposals from 85 independent contractors and community business enterprises to accomplish this work. Also, a notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On November 10, 2004, five proposals were received for the West area, four for the South Area, and three for the East Area from a total of five proposers. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the Request for Proposals (RFP). One proposer failed to provide a copy of the required State contractor's license and was found nonresponsive. The remaining four proposers, having met these requirements, had their proposals evaluated by an evaluation committee consisting of Public Works staff and a member of the Sheriff's Department. The committee's evaluation was based on criteria described in the RFP which included price, experience, work plan, financial resources, and references. Based on this evaluation, it is recommended that these contracts be awarded to the most responsive and responsible proposers, Superior Property Services, Inc., for the East area; Urban Graffiti Enterprises, Inc., for the South area; and Graffiti Control Systems, Inc., for the West area.

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 contains Board-approved contract terms and conditions regarding contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Public Works has requested, but not yet received, State records pertaining to any history of labor law violations. Division of Labor Standards Enforcement records of these contractors have been examined frequently over the last two years in connection with other solicitations, and no significant labor violations were found. No negative experiences with County contracts were discovered.

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 started.

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

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that these contractors will not be requested to perform services which will exceed the contracts' 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
Interim Director of Public Works

KV
P:\aspub\CONTRACT\TONY\GRAFFITI-FLOOD CONTROL\GRAFFITI-2004-GENERAL\BL.doc 11/23/2004

Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR GRAFFITI REMOVAL AT VARIOUS Xxxxx AREA FLOOD CONTROL FACILITIES

THIS AGREEMENT, made and entered into this _____ day of _____, 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, acting as the governing body of the Los Angeles County Flood Control District, hereinafter referred to as "District," and [Name of Contractor], a [Form of Entity], hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, County is administering all matters for the Los Angeles County Flood Control District, hereinafter referred to as "District," pursuant to Section 56-3/4 of the County's Charter and in accordance with an Agreement approved on December 26, 1984, between the County and District.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by Contractor and District and of the premises herein contained, it is hereby agreed as follows:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the District of the Contractor's Proposal filed with the District on the _____ day of _____, 2004, hereby agrees to provide services as described in the attached specifications for Graffiti Removal at Various xxxxx Area Flood Control Facilities, 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 Exhibit E, Maps of xxxxx Area Locations, all attached hereto, are incorporated herein, and are agreed by the District and the Contractor to constitute an integral part of the Contract documents. The term "County," when used in such Contract documents to denote one of the contracting entities, shall be deemed to denote the Los Angeles County Flood Control District.

THIRD: That the District agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's specifications to the satisfaction of the Interim Director of Public Works, to pay the Contractor pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed $xxx,xxx 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 on January 1, 2005. At the discretion of the District, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The District, acting through the Interim Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Interim Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the District. This Contract may be canceled or terminated at any time by the District, without cause, upon the giving of at least 30 days' written notice to the Contractor.

FIFTH: That the Contractor shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly rate quoted in Form PW-2, Schedule of Prices.

SIXTH: That Public Works on behalf of the District 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

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

EIGHTH: 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.

NINTH: 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.

TENTH: That in the event that terms and conditions which may be listed in the Contractor's Proposal conflict with the District's specifications, requirements, terms and conditions herein, the District's provisions shall control and be binding.

ELEVENTH: That the Contractor agrees in strict accordance with this Contract's specifications and conditions to meet the District's requirements.

TWELVTH: That this Contract constitutes the entire agreement between the District and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

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

COUNTY OF LOS ANGELES, acting as the governing body of the Los Angeles County Flood Control District

By_____
Interim Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

_____
(Type or Print Name)

By _____
Its Secretary

_____
(Type or Print Name)

SCOPE OF WORK

GRAFFITI REMOVAL AT VARIOUS

XXXX AREA FLOOD CONTROL FACILITIES

A. Public Works' Contract Manager

Public Works' Contract Manager will be Ms. Valerie Hill of Water Resources Division, who may be contacted at (626) 458-4091, e-mail address: vjhill@ladpw.org, Monday through Friday, 8:30 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 the Contract Manager.

B. Background

The work to be performed under this Contract consists of removing graffiti from various flood control channels in the District's XXXX Maintenance Area. Public Works' Graffiti Abatement Program is designed to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti. A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for fame and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed or "buffed out." In areas where the incidence of graffiti vandalism is low, cleanups may be a sufficient method to deal with the problem and maintain a satisfactory community image. In severely affected areas, cleanups are essential components of fighting the downward spiral of neighborhood deterioration.

During the past eight years, the County has undertaken a huge effort in establishing very successful zero-tolerance graffiti abatement zones.

C. Work Description - General Statement

These specifications require that the Contractor patrol each facility and obliterate all graffiti discovered within 72 hours. It is anticipated that this will constitute the majority of work to be performed under this Contract. The Contractor shall also be available at all reasonable times to report and confer with Public Works with respect to these graffiti removal services.

Minimally, the Contractor shall provide telephone answering service and FAX, within the County, 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works and/or Hotline Operator. The work shall be performed in accordance with these specifications and Exhibit E, Area Map.

The Contractor's on-site supervisor shall have a thorough knowledge of the needs of Public Works' Zero-Tolerance Graffiti Program for the Flood Control District's facilities and these specifications, terms, conditions, and requirements.
The Contractor shall log all graffiti removal requests. Response shall be in the following priority:

1. Requests from the Public Works Graffiti Abatement Program Manager (Contract Manager);

2. Requests from Public Works' Hotline Operator;

3. Direct calls from the Supervisorial District Staff; and

4. Direct constituent requests.

D. Graffiti Removal Services

The Contractor shall conduct the graffiti removal services as follows:

1. The Contractor shall maintain a zero-tolerance policy for the District's facilities indicated in this Exhibit's paragraph F, Facility Locations and Limits, in accordance with the Contractor's Work Plan of Action/Approach. The Contractor shall follow its Work Plan of Action/Approach throughout the entire Contract unless otherwise approved in writing by the Contract Manager. In addition, the Contractor shall:

   a. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours (seven days per week).

   b. Respond to East Area's Graffiti Program Contract Manager's priority assignments within 24 hours (seven days per week).

   c. Remove graffiti within 72 hours from District property right of way, Monday through Friday.

2. The Contractor shall provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. The monthly report shall indicate the number and source of crews utilized, hours worked, requests and constituent complaints, square footage painted over or water blasted, gallons of paint used, and the type of surface worked on. The Contract Manager will originate graffiti removal work requests and receive all completion reports from the Contractor. These reports will then be routed to the Contract Manager who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works
Attention Valerie Hill
900 South Fremont Avenue
Alhambra, CA 91803

3. The Contractor shall perform all work necessary to complete this Contract in a satisfactory manner and shall provide all personnel, supervision, tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
4. Remove graffiti from all types of surfaces such as, but not limited to wood, metal, brick, concrete, smooth concrete, very rough grouted rip rap, etc.

5. The method of removal shall consist of covering the graffiti with water base and/or recycled paint (graffiti paint). The color of the paint shall closely match the color of the surface to which it is applied. The paint may be applied either mechanically or manually in a neat and even manner such that it completely obliterates any graffiti present and does not leave splatter marks on the blacktop pavement. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage.

6. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc. Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works review.

7. Graffiti found on "No Trespassing Signs" or any other signs should not be painted over. The Contractor shall notify Public Works liaison of the location of any defaced signs.

8. Typical graffiti removal sites include, but are not limited to channel walls and bottoms, side drain outlet structures, asphalt concrete embankments, berms, slopes, fences, curbs, retaining walls, stream gaging recording buildings, bridge abutments and decks, outside pump plant buildings, and paved access ways. Bridge abutments and piers shall be cleared to a minimum height of 12 feet above the adjacent surface.

9. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel if they are removing graffiti improperly.

10. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.
11. The Contractor's attention is directed to the fact that running water may be encountered in the channels and rivers following storms. In addition, water may be released to the channels from various reservoirs during non-storm periods. The Contractor shall not attempt to enter the channel bottoms when

rapidly flowing water is present since personnel and equipment could be swept downstream. The Contractor is solely responsible for determining whether or not the channels can be entered safely. However, Public Works will notify the Contractor of scheduled releases. Regular monthly payment will be made regardless of work canceled due to rain or high flows in the channels. A phone number where the Contractor can be reached 24 hours a day, seven days a week, shall be provided such that Public Works can notify the Contractor of unscheduled releases or imminent flooding.

12. The Contractor is advised that due to construction or maintenance activities within the facilities, the Contractor may be directed to temporarily or permanently avoid a portion of a particular facility. A prorated payment based on this Contract's Unit Price and the affected length of the facility will be made. Public Works reserves the right to withdraw any or all facilities from this Contract at any time.

13. The Contractor will be issued a key for the purpose of accessing the facilities. The Contractor shall lock all gates following entry and/or exit. The Contractor is advised that bikeways and equestrian trails exist along many of the facilities. The Contractor shall conduct its activities in a manner that will not endanger the users or block access to these additional facilities.

E. Murals

Public Works is committed to the preservation of registered murals. Artists, community groups, and art organizations create new murals annually. Anyone or any group wishing to paint murals must obtain approval and permission from the property owner, whether a private individual or public agency. Painting murals on public or private property without permission of the owner is illegal and punishable.

Artists and private property owners should establish an agreement regarding the location of the mural, materials, content, lifespan, repairs, and routine maintenance of any particular work prior to mural execution.

Not all murals are intended to be "permanent" artworks. Please refer any request from the public, for removal of graffiti or removal of a temporary "memorial" mural to the Contract Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up", or "buff out" any registered murals. In defining what is a mural versus what is graffiti, when in doubt, leave it alone and contact the Contract Manager.

Do not remove graffiti on any "public displays of art" without obtaining written permission from the Contract Manager.

F. Graffiti Removal Services, County-owned Property

For graffiti removal from County-owned property, the Contractor shall use the following additional specifications:

1. Water-based and/or recycled paint shall be used.

2. Concrete Block Walls: All graffiti shall be removed by either a water blasting machine with soda compound or water-based paint. The paint-over color shall match the wall color. Overspray on non-County owned or private property shall not be allowed.

3. Chain Link Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.

4. Asphalt Concrete (street/bike paths): The Contractor shall be responsible for removing graffiti found on the asphalt concrete street and bike paths only when pedestrian and cyclist traffic is at a minimal level to perform work. The Contractor shall place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.

5. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.

6. Miscellaneous: These standards are basic. However, other standards may be developed and incorporated herein, as other graffiti surfaces are found.

7. Graffiti extending into covered box conduits and appurtenance structures shall be serviced such that the graffiti cannot be seen from the adjacent street level. In no case shall service be required into the box conduit beyond a distance equal to the width of the conduit entrance.

G. Facility Locations and Limits

Following is a description of each facility included in this Contract. The terms right bank and left bank on channels are based on the observer looking downstream:

Facility	Location
********	********

H. Plans and Specifications

Included in Exhibit E is a map showing the location of the flood maintenance facilities and the limits included in this Contract. This map shall be used only to locate the site and do not contain sufficient information to represent the actual site conditions.

The maps, specifications, and other contract documents will govern the work. These Contract documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the specifications and not on the maps, or on the maps and not in the specifications, shall be as though shown or mentioned in both. The Contractor shall ascertain the existence of any conditions affecting the cost of the work which would have been disclosed by reasonable examination of the site.

I. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of the facility rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason, or use water, or electricity from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public rights of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this Section and with permission or in violation of this Section without permission.

J. Work Schedule

The Contractor shall commence work in accordance with the Contractor's Work Plan of Action/Approach. Any adjustments to the plan must be approved by the Contract Manager 24 hours in advance of the work. The plan shall reflect completion of all work under this Contract within the specified time and in accordance with these specifications. If the Contractor refuses or for any reason fails to perform sufficiently to meet its Work Plan of Action/Approach, Public Works may perform said work and charge the Contractor for all costs incurred.

The work shall be diligently prosecuted throughout the term of this Contract. If the Contractor desires to make a major change in the method of operations after commencing work, or if the plan fails to reflect the actual progress, the Contractor shall submit to the Contract Manager a revised Work Plan of Action/Approach in advance of beginning revised operations. The Contract Manager shall review and

approve or disapprove the changes.

K. Prosecution of Work

To minimize possible hazard and to restore work areas to their original condition as soon as practicable, the Contractor shall diligently prosecute the work to completion. If, as determined by the Contract Manager, the Contractor fails to prosecute the work to the extent that the above purpose is not being accomplished, the Contractor shall, upon orders from the Contract Manager, immediately takes steps necessary to fully accomplish said purposes. All cost of prosecuting of the work as describe herein shall be included in the Contractor's Annual Price. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part, until the Contractor takes steps.

If work is suspended through no fault of Public Works, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety and traffic during periods of suspension, Public Works may elect to do so, and deduct the costs thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

L. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the best interest of Public Works. The Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to the Contractor on the part of Public Works except as otherwise specified in Exhibit B, Section 3.R, Default and Termination.

M. Default by Contractor

If the Contractor fails to commence work within the time specified, to execute the work in the manner and at such locations as specified, or fails to maintain a work program which will ensure Public Works interest, or, if the Contractor is not carrying out the intent of this Contract, a written notice may be served upon the Contractor demanding satisfactory compliance with this Contract. If the Contractor does not comply with such notice within five days after receiving it, or after starting to comply, and/or fails to continue, Public Works may exclude the Contractor from the worksite and complete the work by Public Works, by letting the unfinished work to another contractor, or by a combination of such methods.

This Contract may be canceled by the County without liability for damage, when in the County's opinion the Contractor is not complying in good faith, has become insolvent, or assigned or subcontracted any part of the work without the County's consent. In the event of such cancellation, the Contractor will be paid the actual

amount due based on unit price and the quantity of work completed at the time of cancellation, less damages caused to Public Works by acts of the Contractor causing the cancellation. Such damages shall include costs incurred by Public Works to complete the work over and above the costs which would have resulted under this Contract. These damages may be deducted from any money due or becoming due to the Contractor from Public Works. If sums due under this Contract are insufficient, the Contractor shall pay to Public Works within 10 business days after receipt of an invoice from Public Works all costs in excess of the amounts withheld by Public Works. The provisions of this Section shall be in addition to all other rights and remedies available to Public Works under law.

N. Termination of Contract

The County may terminate this Contract in its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when Public Works is prevented from proceeding with this Contract by act of God, by law, or by official action of a public authority.

O. Work by Others Due to Unsatisfactory Work Prosecution

If, as determined by the Contract Manager, the Contractor is not prosecuting the work in a satisfactory manner or is not providing for public safety and traffic, the Contract Manager will notify the Contractor of such unsatisfactory conditions and will indicate when corrective work must be completed. If the Contractor fails to comply, Public Works may elect to do the work or have the work performed by others and deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from liability.

P. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be restricted to Monday through Friday.

Q. Completion and Acceptance

The work may be inspected by the Contract Manager for acceptance upon receipt of the Contractor's written assertion that the work has been completed.

R. Utilities

Public Works will not provide utilities.

S. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

T. Removal of Debris

All debris produced from this graffiti removal services specified herein shall be removed from County's property rights of way and private property by the Contractor. The debris shall be properly disposed of at the Contractor's expense. Failure of the Contractor to comply with the Contract Manager cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

The Contractor shall provide and maintain portable enclosed toilets if needed for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition.

U. Safety Requirements

All Contractor's personnel shall be expected to observe all applicable Cal/OSHA and departmental safety requirements while at the various jobsites. Hard hats and reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti removal crew shall know the Contractor's standard safety practice.

The Contractor shall supply its personnel with safety equipments, such as glasses, gloves, head gear, skin creams, respirators, etc.

V. Safety Standards

All Contractor's personnel and any volunteers shall be obligated to adhere to the following quality control and safety standards while performing this graffiti removal service for the County:

1. Uniform clothing is required. Uniforms shall consist of a plain white shirt/t-shirt and dark pants. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.
2. Reflective safety vests shall be worn at all times by those removing graffiti from any bridge, channel wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment and only trained personnel shall be allowed to operate it.
3. Horseplay, shoving, pushing, etc., shall not be allowed.
4. Use of drugs or alcohol while performing this graffiti removal service is prohibited. Use of drugs or alcohol by court-ordered community service

referrals shall be cause for sending the court referral back to the volunteer center.

5. Excess paint shall be disposed of properly. Paint containers shall be opened, mixed with sand, dirt, or kitty litter, and allowed to dry. Once the paint is completely dry, it can be disposed of in the regular trash.

6. Paint brushes, rollers, or frames shall be washed in clean water and the water shall be disposed of in a sink or toilet. Water used to clean paint tools shall not be disposed of in storm drains, gutters, and/or on sidewalks and streets.

W. The Contractor's Representative

Before starting the work, the Contractor shall designate in writing, a representative who shall have complete authority to act for the Contractor. An alternate representative may be designated. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture or partnership shall designate only one representative and alternate. In the absence of the Contractor or its designated representative, necessary or desirable directions or instruction may be given by the Contract Manager to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

In order to communicate with Public Works, the Contractor's representative, superintendent, or person having charge of specific work shall be able to speak, read, and write the English language.

X. Best Management Practices

Best Management Practices shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
Telephone (510) 287-5485
Fax (510) 444-1262

County of Los Angeles
Department of Public Works
Cashiers Office (Mezzanine)
900 South Fremont Avenue
Alhambra, CA 91803
Telephone (626) 458-6959

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMPs for the prevention of storm

water pollution in conjunction with all its activities and construction operations:

CONTRACTOR ACTIVITIES

CA 3 Structure Construction and Painting

MATERIAL MANAGEMENT

CA 010 Material Delivery and Storage
CA 011 Material Use
CA 012 Spill Prevention and Control

WASTE MANAGEMENT

CA 020 Solid Waste Management
CA 021 Hazardous Waste Management
CA 024 Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

CA 030 Vehicle and Equipment Cleaning
CA 031 Vehicle and Equipment Fueling
CA 032 Vehicle and Equipment Maintenance

TRAINING

CA 040 Employee/Subcontractor Training

Additional BMPs may be required as a result of a change in actual field conditions, Contractor's activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will assess the Contractor with liquidated damages of $1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the project and/or is otherwise in noncompliance with these provisions. In addition, the County will deduct, from the final payment due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Y. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property

and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the Contract Manager. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

Z. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all local, State and federal laws and regulations which are applicable to the work.

AA. Laws to be Observed

The Contractor shall keep fully informed of federal and State laws and County and municipal ordinances and regulations which in any manner affect those employed in the work or in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations.

AB. Responsibilities of Public Works

The Director/Designee shall approve or disapprove the Contractor's performance under this Contract. Public Works may make regular inspections to verify that the requested work has been completed according to these specifications before payment will be authorized. Payment can and will be withheld if terms and conditions of this Contract is not met by the Contractor.

AC. 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.

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

J. Safety Requirements

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

K. Public Safety

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

L. Work Area Controls

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

M. Transportation

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

N. Storage of Material and Equipment

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

O. Jobsite Safety

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

P. Recycled-Content Paper Products

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

Q. Liquidated Damages

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

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

   - 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 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:

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

3. 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.

4. 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 furnishings 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.

6. Termination Claim

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

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

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

S. Notification

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's 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.

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

COMPLIANCE WITH LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program (Program) as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor's qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County under this Contract:

   a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

   b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under this Contract. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall 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 Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under this Contract. "Full-time" means a minimum of 40 hours 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; however, fewer than 35 hours worked

per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if the Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding "claim" concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the

County of any pertinent facts known by the Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operation in California.

E. County Auditing of Contractor Records

1. Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports.

2. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's employees are working. Contractor shall also distribute County-provided notices to each of its employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

2. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date is due, or if the report submitted does not contain all of the required information, or is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If the Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and

properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to the Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

3. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of $50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any

assessed liquidated damages from any payments otherwise due to the Contractor.

c. Termination: Contractor's failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

4. Debarment: In the event Contractor's breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County's requirements for the work to be performed under this Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time-employee staffing plan. If the Contractor changes its full-time-employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person, or entity who has reported a violation of the Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which

would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 8

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 9

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 10

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

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

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

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

Which Employees Must I Notify About the EIC?

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

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

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

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

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

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

How Do My Employees Claim the EIC?

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

How Do My Employees Get Advance EIC Payments?

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

Cat. No. 20599I

EXHIBIT D.1

No shame.
No blame.
No names.

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

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
[illegible], Supervisor, Third District
[illegible], 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.

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

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

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

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

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(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
[illegible], Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
[illegible], Supervisor, Tercer Distrito
[illegible], 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 brazalete y el padre/madre recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

MAP #1
Graffiti Abatement Open Channel
South Area

MAP #2
Graffiti Abatement Open Channel
South Area

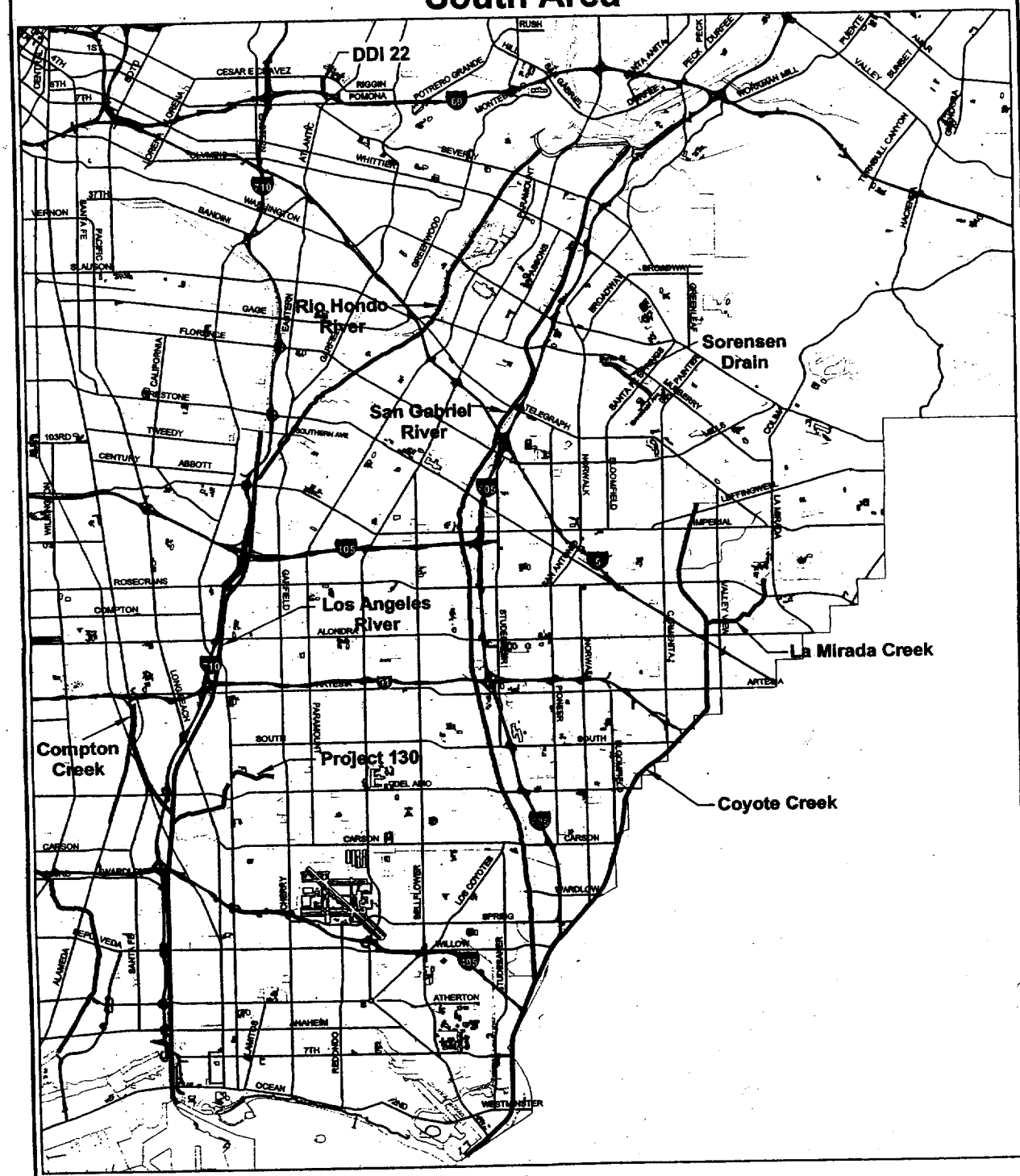


EXHIBIT E.3

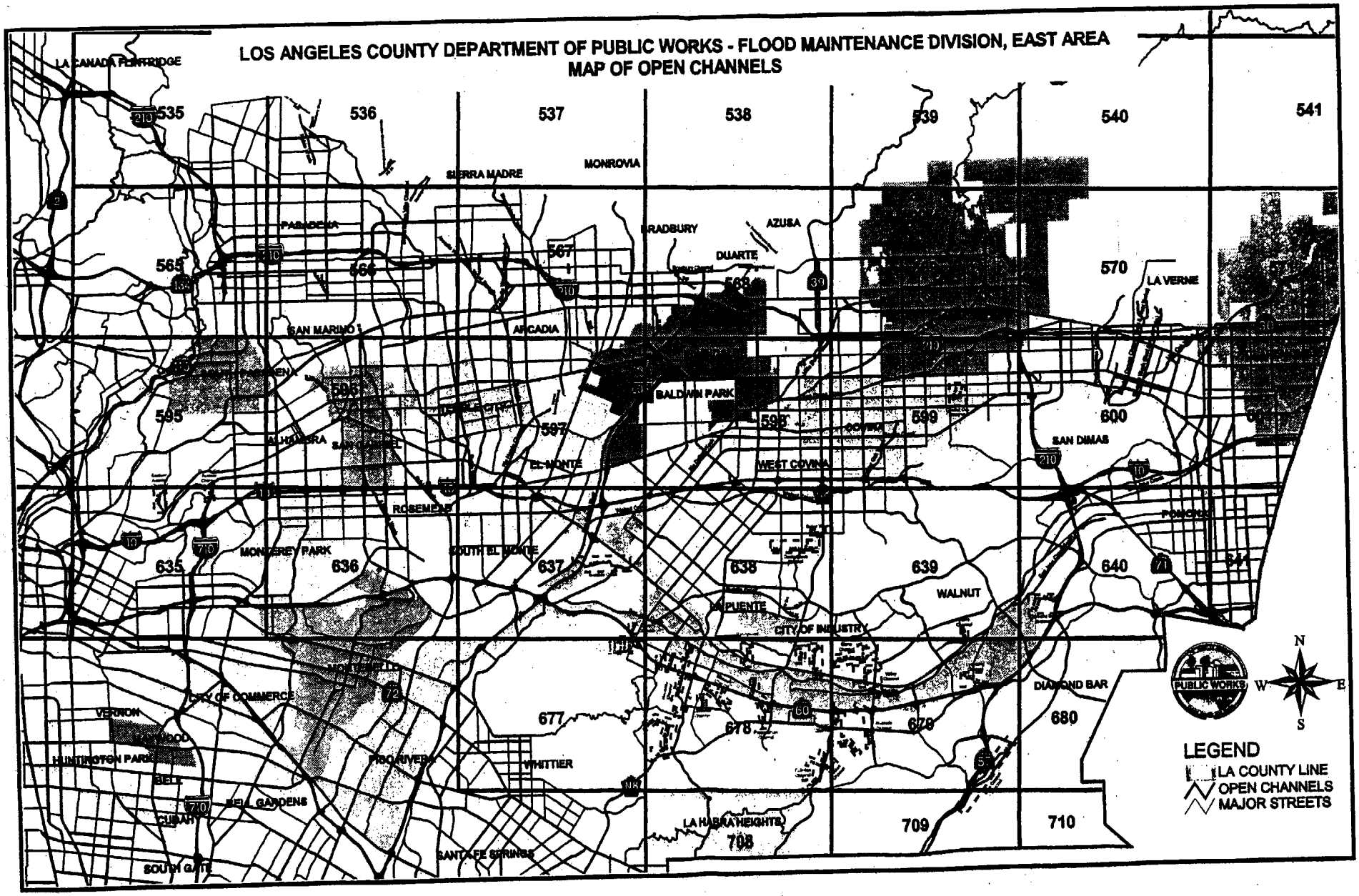
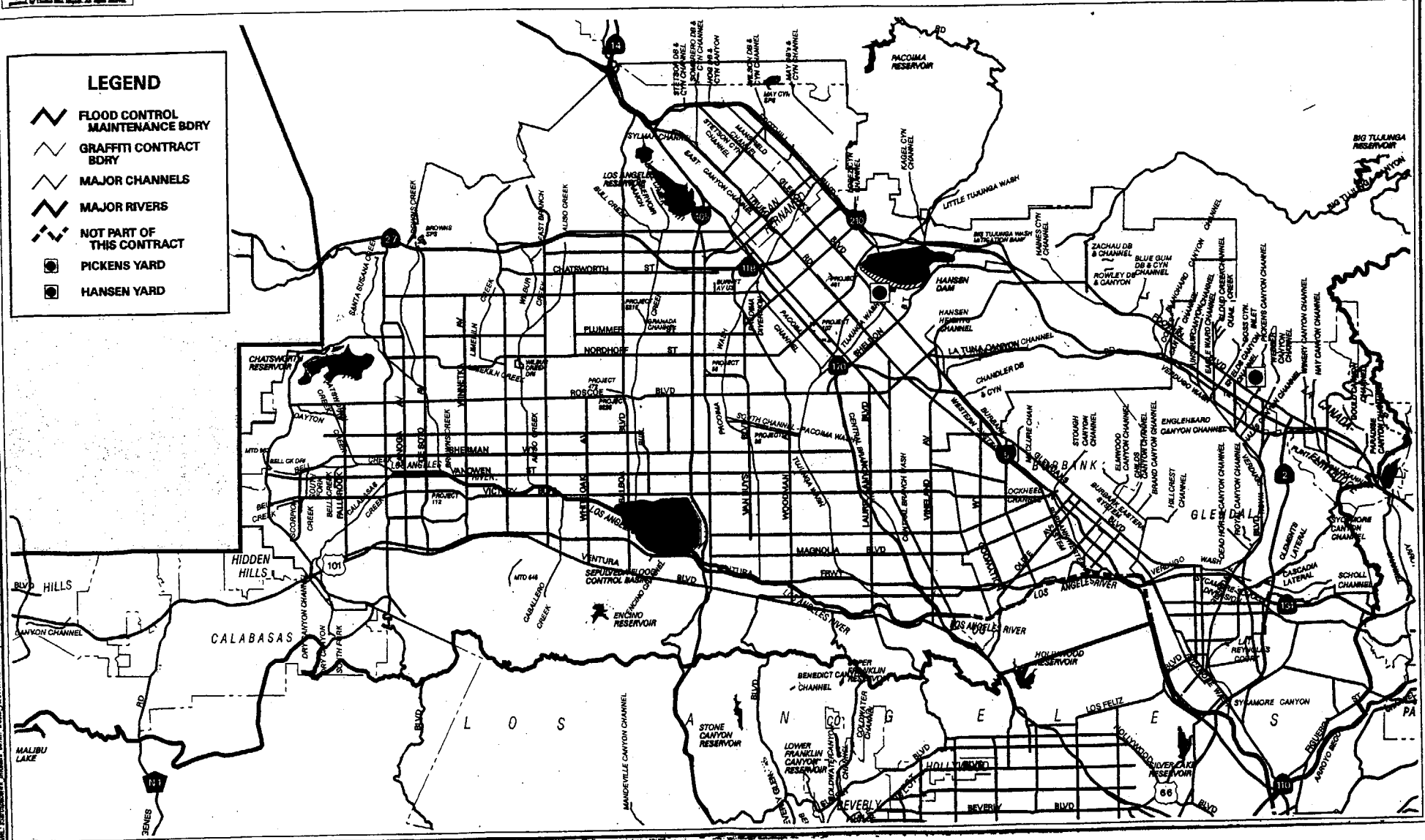

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS - FLOOD MAINTENANCE DIVISION, EAST AREA
MAP OF OPEN CHANNELS
LA CANADA FLINTRIDGE
SIERRA MADRE
MONROVIA
PASADENA
BRADBURY
AZUSA
DUARTE
LA VERNE
SAN MARINO
ARCADIA
BALDWIN PARK
ALHAMBRA
EL MONTE
WEST COVINA
SAN DIMAS
ROSEMEAD
MONTEREY PARK
SOUTH EL MONTE
WALNUT
INDUSTRY
CITY OF INDUSTRY
DIAMOND BAR
POMONA
MONTEBELLO
CITY OF COMMERCE
VERNON
HUNTINGTON PARK
BELL
BELL GARDENS
CUDAHY
PICO RIVERA
WHITTIER
LA HABRA HEIGHTS
SANTA FE SPRINGS
SOUTH GATE
535
536
537
538
539
540
541
565
566
567
568
570
595
596
597
598
599
600
635
636
637
638
639
640
677
678
679
680
708
709
710
PUBLIC WORKS
N
W
E
S
LEGEND
LA COUNTY LINE
OPEN CHANNELS
MAJOR STREETS

EXHIBIT E.4

FLOOD MAINTENANCE DIVISION - WEST AREA

GRAFFITI ABATEMENT CONTRACT BOUNDARY



iew and Search Class

ENCLOSURE B

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 238
Bid Title : Graffiti Removal At Various South, East and West Area Flood Control Facilities
Bid Type : Service
Department : Public Works
Commodity : GRAFFITI REMOVAL SERVICES
Open Date : 10/28/2004
Closing Date : 11/10/2004 5:30 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
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 Graffiti Removal at Various Flood Control Facilities. The annual cost of this service is as follow:
East - $85,000
West - $190,000 and
South - $135,000

A Proposers Conference will be held on Thursday, November 4, 2004, at 1:30 p.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this Conference.

Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' (RFP) contract 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 a written addenda to all who attended the Conference and only if time permits.

Minimum Requirement: Proposer is required to possess, at the time of proposal submission, a valid C-33 State contractors license to perform the requested work.

The deadline to submit proposals is Wednesday, November 10, 2004, at 5:30 p.m. Proposals must be submitted to the 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. Mark Hill at (626) 458-4074, 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. Mark Hill at (626) 458-4074, or at mhill@ladpw.org.

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

Contact Name : Mark Hill
Contact Phone# : (626) 458-4074
Contact Email : mhill@ladpw.org
Last Changed On : 10/28/2004 5:03:39 PM

Back to Last Window

Back to Award Main

[redacted]

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

FIRM NAME: Superior Property Services, Inc.

My County (WebVen) Vendor Number: 51739001

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ 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.

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

Business Structure: ☐ Sole ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 34

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

Black/African American	0	0	0	0	0	0
Hispanic/Latino	0	1	2	1	20	10
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	2	0	0	0	0	0

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	0 %	0 %	0 %	0 %	0 %	98 %
Women	2 %	0 %	0 %	0 %	0 %	0 %

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

[redacted]					

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

Authorized Signature:	Title:	Date:
[signature]	President	11/10/04

ENCLOSURE C.2

[redacted]

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

FIRM NAME: Urban Graffiti Ents, Inc.

My County (WebVen) Vendor Number: 52010701

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ 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.

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

Business Structure: ☐ Sole ☐ Partnership ☑ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 22

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

[redacted]	[redacted]		[redacted]			
Black/African American						
Hispanic/Latino	1	1	5		11	2
Asian or Pacific Islander						
American Indian						
Filipino				1	1	
White						

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

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

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

[redacted]					

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

Authorized Signature:	Title:	Date:
[signature]	President	11-10-04

[redacted]

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

FIRM NAME: GRAFFIN CONTROL SYSTEMS / WOODS MAINTENANCE SVCS

My County (WebVen) Vendor Number: 05696502

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ 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.

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

Business Structure: ☐ Sole ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 70

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

	[redacted]		[redacted]			
Black/African American			19		44	4
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1		1		

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

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

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

[redacted]					

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

Authorized Signature:	Title:	Date:
[signature]	President	11/16/04

[redacted]

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

FIRM NAME: Hancock Painting

My County (WebVen) Vendor Number: I have registered with LA County already by on-line, I am still waitting Vendor Number

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ 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.

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

Business Structure:	☒ Sole	☐ 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:

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

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

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

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

Metropolitan Water District of Southern California(as a SBE)					from 11/3/04 to 11/3/07

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

Authorized Signature:	Title:	Date:
[signature]	owner	11/10/04