COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"
Russ Guiney, Director
John Wicker, Chief Deputy Director
Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

July 16, 2013

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
18 July 16, 2013
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVE PROJECT BUDGET
PLACERITA CANYON NATURAL AREA AND NATURE CENTER EXHIBIT PROJECT
(SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

To request approval of a sole source agreement for the exhibit design, fabrication and installation of the Placerita Canyon Natural Area and Nature Center Exhibit Project with Delphi Productions, Incorporated DBA Group Delphi. Approval of these actions will allow the Department of Parks and Recreation to perform the Placerita Canyon Nature Center Exhibit Project in the most cost-effective manner.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Placerita Canyon Natural Area and Nature Center Exhibit Project is categorically exempt from the California Environmental Quality Act because the project consists of minor alterations of an existing facility and installation of small, new structures and for the reasons stated herein and the reason reflected in the record of the Project.

2. Approve a total project budget in the amount of $1,465,000 for the Placerita Canyon Natural Area and Nature Center Exhibit Project.

3. Approve and instruct the Chairman to sign a sole source Contract with Delphi Productions, Incorporated DBA Group Delphi, effective upon Board approval for a term of two years or through the Director's final acceptance and issuance of the final payment for the design, fabrication and installation of the Project in an amount not to exceed $1,230,000.

4. Authorize the Director of the Department of Parks and Recreation to extend the contract on a

month-to-month basis for a term not to exceed six months, if necessary to complete the Project work.

5. Authorize the Director to suspend, terminate, or assign the Contract, if deemed necessary, in accordance with the approved terms and conditions of the Contract.

6. Authorize the Director to utilize a previously Board approved Job Order Contract to refurbish and install courtyard exhibits and animal enclosures in an amount not to exceed $235,000, including County Services, as a part of the overall Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department of Parks and Recreation (Department) to implement the Placerita Canyon Natural Area and Nature Center Exhibit Project (Project) as indicated in the attached Project Schedule and Budget (Attachment II). The project site is located in the Placerita Canyon Natural Area and Nature Center. The Project will include the design, construction documents, fabrication and installation of interpretive exhibits, interactive displays, signage, and live animal enclosures in the museum and the courtyard areas of the facility.

The Placerita Nature Center Rehabilitation Project was completed by the Department of Public Works and received the Leadership in Energy and Environmental Design (LEED) Silver Certification in November of 2010. The Placerita Nature Center Rehabilitation Project was the first Department LEED certified building and has been a model for many other projects within the Department. As part of this project, the existing museum exhibits and interpretive displays were removed and many were stored on site. The proposed Project is scheduled to replace, refurbish and enhance the areas known as the Museum and Courtyard.

In early 2009, conceptual planning for the proposed exhibit project was initiated by Placerita Canyon Nature Center's non-profit volunteer group, Placerita Nature Center Associates (PNCA). After coordinating with Department staff, PNCA issued a Request for Proposal to complete the conceptual design and interpretive master plan for the project. Acorn Group/GGE was selected to undertake this work. In May, 2010, the Placerita Canyon Nature Center Interpretive Master Plan was completed by Acorn Group/GGE at a cost of $12,000 which was funded in its entirety by the PNCA. In October 2010, the Conceptual Design was completed by Acorn Group/GGE at a cost of $17,000 which was also funded in its entirety by the PNCA.

In July 2010, the Department submitted a grant proposal for the proposed Project with the State of California Department of Parks and Recreation Proposition 84 Nature Education Facilities Program and in April 2011, the Department was awarded $1 million based upon the conceptual design developed by Acorn Group/GGE. Acorn Group/GGE have subsequently merged and formed the entity Delphi Productions, Incorporated DBA Group Delphi (Delphi).

In June 2011, the Project total budget was estimated to be $1,465,000. The balance of the funding, $465,000 was provided to the Department from the Fifth Supervisorial District and has been placed in the Department's operating budget during the mid-year supplemental budget process.

Approval of the recommended actions will allow the Department to contract with Delphi to provide design documents, construction documents, and fabrication and installation of all fixtures, interpretive exhibits interactive displays, signage, study areas and exhibits. Utilizing a sole source contract for the proposed project is the most cost-effective option and is in the best interest of the

County by reducing time for completion, staff costs and overhead.

Implementation of Strategic Plan Goals

The proposed recommendations further the Board approved County Strategic Plan Goals of Operational Effectiveness (Goal 1) by enhancing recreational opportunities that benefit County residents.

GREEN BUILDING/SUSTAINABLE DESIGN

Portions of the project will support your Board's Sustainable Design Program by reducing maintenance, repairs and monitoring of the site. Additional Green elements will be utilized in various aspects of the project such as energy efficient lighting and building products made of recycled materials.

FISCAL IMPACT/FINANCING

The total cost of the Project is funded by the California Water Quality, Safety and Supply, Flood Control, Natural Resource Protection, Park Improvements, Bonds, Initiative Statute and the Fifth Supervisorial District.

OPERATING BUDGET IMPACT

Based on the project description, the Department anticipates approximately $8,600 in one-time costs for cleaning and maintenance equipment, shelving and a dedication ceremony; and approximately $5,000 in on-going costs for utilities. The Department has received sufficient appropriation for these costs from its New Facilities Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized by the provision of Government Code Section 3100 wherein the County is permitted to contract with private businesses to perform special services when such persons are specially trained, experienced, expert and competent to perform the special services. The recommended Contract is consistent with said purposes.
The initial term of the Contract is for two years effective upon Board approval. The Contract also includes a provision whereby the Director may extend the Contract on a month-to-month basis, for up to six months if additional time is needed to complete the Project. The Director may exercise this option if, in his discretion, Delphi is in compliance with all of the terms and conditions stated in the Contract. The extension shall be subject to the same terms and conditions of the original contract. The Contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; the Defaulted Property Tax Reduction Program, Los Angeles County Code 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Delphi has executed the attached Contract (Attachment III) and will provide the required insurance policies prior to beginning work under this Contract naming the County as an additional insured.

County Counsel has approved the Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Placerita Canyon Natural Area and Nature Center Exhibit Project is categorically exempt from the California Environmental Quality Act (CEQA). The Project, which consists of the design, construction documents, fabrication and installation of interpretive exhibits, interactive displays, signage, and live animal enclosures in the museum and the courtyard areas of the facility are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301(a) and 15303 (e) of the State CEQA Guidelines and Classes 1 (d) and 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the Project involves minor alterations of an existing facility and installation of small, new structures.

The proposed Project does not have any expansion of an existing use, and will not involve the removal of healthy, mature trees. Additionally, the proposed Project is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the proposed Project's records.

CONTRACTING PROCESS

The Department believes it is in the County's best interest to implement the proposed Project through a sole source contract with Delphi. Delphi (formerly known as Acorn Group/GGE) prepared the conceptual design and interpretive master plan for the Project Therefore, savings will be incurred by eliminating the time and costs incurred with the learning curve of a new consultant firm, and eliminate the time-consuming and costly process of soliciting and selecting a new consultant for the Project. This proposed approach for implementing the Project promotes efficient use of resources, staff time, available funding and accelerates timelines for completion. The award of sole source Contract will positively impact the transition from conceptual design to fabrication and installation, saving the County time and money.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Since the completion of the Placerita Nature Center Rehabilitation Project in the November 2010, the museum, exhibit areas and exterior enclosures have remained underutilized. With the implementation of the proposed project, staff and services and supplies have been budgeted to accommodate the new exhibits, outdoor enclosures and other facility improvements included in the project.

CONCLUSION

It is requested that two adopted copies of the action taken and three fully executed copies of the attached Contract be forwarded to the Director.

Should you have any questions please contact Christopher W. Kinney at (626) 821-4603 or ckinney@park.lacounty.gov, Kimel Conway at (626) 369-5147 or KConway@parks.lacounty.gov, Elsi Mares at (213) 738-2986 or emares@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,

RUSS GUINEY

Director

RG:JW:RAM
KEH:CK:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Attachment I

Project Sole Source Checklist

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➢ Only one bona fide source for the service exists; performance and price competition are not available.
	➢ Quick action is required (emergency situation).
	➢ Proposals have been solicited but no satisfactory proposals were received.
X	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. **Upon review of the work completed, the Department believes it is in the County's best interest to continue with the next phases of work for the project utilizing the conceptual exhibit design and interpretive master plan prepared by Acorn Group/General Graphics Exhibits (GGE) as the basis for the overall project. With this work already completed by Acorn Group/GGE and given their unique and in-depth knowledge of the project scope of work, the award of a sole source agreement to Acorn Group/GGE (now known as Group Delphi) for the remainder of the work to be done for the project that includes the final design, fabrication and installation will create a seamless transition in a positive way, saving the County time and money. Savings will also be incurred by reducing the learning curve, administrative costs and reduce the time involved relative to the solicitation and selection of a new exhibit consultant firm in lieu of GGE.**
	➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➢ It is most cost-effective to obtain services by exercising an option under an existing contract.
X	➢ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc. **The conceptual design and interpretive master plan were prepared by Acorn Group/GGE. With this work already completed by Acorn Group/GGE and given their unique and in-depth knowledge of the project scope of work, the award of a sole source agreement to Acorn Group/GGE (now known as Group Delphi) for the remainder of the work to be done for the project that includes the final design, fabrication and installation will create a seamless transition in a positive way, saving the County time and money.**
	➢ Other reason. Please explain:

Deputy Chief Executive Officer, CEO

6/24/13
Date

Attachment II

Department of Parks and Recreation
Placerita Canyon Nature Center Museum Restoration and Exhibit
Project Schedule and Budget

I. PROJECT SCHEDULE

Project Activity	Scheduled Date
Board Approval	07/16/2013
Initiate JOC Contract	09/20/2013
Start JOC Construction	10/21/2013
Complete Exhibit Design Documents	03/14/2014
Complete Exhibit Fabrication	11/25/2014
Substantial Completion of Installation	12/23/2014
Project Acceptance	01/29/2015

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Land Acquisition	$ 0
Construction	
Contract (Sole Source)	$1,230,000
Job Order Contract	223,000
Change Orders/Contingency	0
Departmental Crafts Parks Department Trails	0
Youth Employment	0
Construction Consultants	0
Telecomm Equip – Affixed to Building	0
Civic Arts	0
Subtotal	$ **1,453,000**
Programming/Development	$ 0
Plans and Specifications*	$ 0
Consultant Services	
Site Planning	$ 0
DPW Engineering Services	0
Geotech/Soils Report and Soils Testing	0
Material Testing	0
Cost Estimating	0
Topographic Surveys	0
Construction Management	0
Construction Administration	0
Environmental	0
Utilities/Change Order	$ 0
Other Expenditure:	**0**
Subtotal	
Miscellaneous Expenditures - Furniture	0
Jurisdictional Review/Plan Check/Permit	$ 0
County Services	
Code Compliance Inspection	$ 0
Quality Control Inspection	0
Design Review	0
Contract Administration	0
Gordian Group	4,000
Project Management Support Services	0
ISD Job Order Contract Management	0
DPW Job Order Contract Management	3,000
ISD Communications/Data	0
Project Security	0
Project Technical Support	0
Office of Affirmative Action	5,000
Subtotal	**$ 12,000**
TOTAL	**$1,465,000**

CONTRACT
BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

DELPHI PRODUCTIONS, INC. DBA: GROUP DELPHI

77985

FOR

PLACERITA CANYON NATURAL AREA AND NATURE CENTER EXHIBIT DESIGN, FABRICATION AND INSTALLATION SERVICES

July 16, 2013

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	CONTRACTOR SERVICES	4
4.0	TERM OF CONTRACT	4
5.0	MAXIMUM CONTRACT SUM	5
6.0	ENFORCEMENT OF CONTRACT	7
7.0	CONTRACTOR'S STAFF	8
8.0	CHANGE ORDERS AND AMENDMENTS	11
9.0	STANDARD TERMS AND CONDITIONS	
9.1	ASSIGNMENT AND DELEGATION	12
9.2	AUTHORIZATION WARRANTY	13
9.3	BUDGET REDUCTIONS	13
9.4	COMPLAINTS	13
9.5	COMPLIANCE WITH APPLICABLE LAW	15
9.6	COMPLIANCE WITH CIVIL RIGHTS LAWS	16
9.7	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	16
9.8	CONFLICT OF INTEREST	18
9.9	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT	19
9.10	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	19
9.11	CONTRACTOR RESPONSIBILITY AND DEBARMENT	20
9.12	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	23
9.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	23
9.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	23
9.15	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	24
9.16	COUNTY'S QUALITY ASSURANCE PLAN	24
9.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	25
9.18	EMPLOYMENT ELIGIBILITY VERIFICATION	25
9.19	FACSIMILE REPRESENTATIONS	26
9.20	FAIR LABOR STANDARDS	26

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
9.21	GOVERNING LAW, JURISDICTION, AND VENUE	26
9.22	INDEPENDENT CONTRACTOR STATUS	27
9.23	INDEMNIFICATION	27
9.24	PROVISION FOR ALL INSURANCE REQUIREMENTS, GENERAL	28
9.25	INSURANCE COVERAGE REQUIREMENTS	33
9.26	INTERPRETATION OF MAINTENANCE SPECIFICATIONS	34
9.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	34
9.28	NON-EXCLUSIVITY	36
9.29	NOTICE OF DELAYS	36
9.30	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	37
9.31	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	37
9.32	NOTICES	37
9.33	PREVAILING WAGES	38
9.34	PUBLIC RECORDS ACT	39
9.35	PUBLICITY	39
9.36	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	40
9.37	RECYCLED BOND PAPER	43
9.38	REMEDIES/LIQUIDATED DAMAGES	43
9.39	RIGHT OF ENTRY	44
9.40	SUBCONTRACTING	45
9.41	TERMINATION FOR BREACH OF WARRANNTY TO MAINTAIN COMPLIANT WITH COUNTY'S DEFAULTED TAX REDUCTION PROGRAM	47
9.42	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	47
9.43	TERMINATION FOR CONVENIENCE BY COUNTY	48
9.44	TERMINATION FOR DEFAULT	49
9.45	TERMINATION FOR IMPROPER CONSIDERATION	52
9.46	TERMINATION FOR INSOLVENCY	53
9.47	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	54
9.48	TERMINATION FOR NON-APPROPRIATION OF FUNDS	54
9.49	TERMINATION UPON TRANSFER OF TITLE, MAINTENANCE RESPONSIBILITY, OR PARK CLOSURE	54
9.50	VALIDITY	55
9.51	WAIVER	56
9.52	WARRANTY AGAINST CONTINGENT FEES	56
9.53	CONTRACTOR PERFORMANCE HISTORY	56

PARAGRAPH **TITLE** **PAGE**

10.0 UNIQUE TERMS AND CONDITIONS

10.1 INTENTIONALLY LEFT BLANK 56

10.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM..... 66

10.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM..... 67

10.4 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE ……..68

11.0 ENTIRE CONTRACT 69

SIGNATURES 70

EXHIBITS

A PRICING AND BILLING SCHEDULE

B STATEMENT OF WORK (SOW)

C FLOOR PLAN

D GROUP DELPHI PROPOSAL

E SCHEDULE

F CONTRACTOR'S EEO CERTIFICATION

G INTERNAL REVENUE SERVICE NOTICE NO. 1015

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

J CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

K COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

L COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
DELPHI PRODUCTIONS, INC. DBA: GROUP DELPHI
PLACERITA CANYON NATURAL AREA AND NATURE CENTER
EXHIBIT DESIGN, FABRICATION AND INSTALLATION SERVICES

This Contract and Exhibits made and entered into this 16th day of July, 2013, by and between the County of Los Angeles, hereinafter referred to as the County, and Delphi Productions, Inc., DBA: Group Delphi, hereinafter referred to as the Contractor.

RECITALS

77985

WHEREAS, pursuant to Section 3100 of the California Government Code, the County is permitted to contract with private businesses to perform special services when such persons are specially trained, experienced, expert and competent to perform the special services; and

WHEREAS, the Contractor is duly licensed and certified to engage in the business of design, fabrication and installation services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by

giving precedence first to the Contract and then to the Exhibits according to the following priority:

1.1 EXHIBIT A - Pricing and Billing Schedule
1.2 EXHIBIT B - Statement of Work (SOW)
1.3 EXHIBIT C – Floor Plan
1.4 EXHIBIT D – Group Delphi Proposal
1.5 EXHIBIT E – Schedule
1.6 EXHIBIT F - Contractor's EEO Certification
1.7 EXHIBIT G – Internal Revenue Service Notice No. 1015
1.8 EXHIBIT H – Jury Service Ordinance
1.9 EXHIBIT I – Safely Surrendered Baby Law
1.10 EXHIBIT J – Contractor Acknowledgement and Confidentiality Agreement
1.11 EXHBIT K – County's Defaulted Property Tax Reduction Program
1.12 EXHIBIT L – Compliance with County's Smoking Ban Ordinance

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Allowance: The Contract Sum includes allowance amounts for certain items of the work that have not been specified to date and may or may not be selected during the course of the Work by the County as listed in the Schedule of Values (each, an "Allowance Item"). The Allowance items may be selected by the County in its sole and absolute discretion within a reasonable time prior to the date on which the Contractor shall be required to install such items. The amount shown for each Allowance item shall include, and may be used by the County for, the cost of the material or equipment for the Allowance item. All other costs associated with installing an Allowance item, including without limitation the cost of all labor, overhead, and profit, are otherwise included in the Contract Sum and shall not be paid for that the actual material or equipment cost of the Allowance

item is more or less than the amount allocated to the Allowance item, herein, as the case may be. If an Allowance item is not selected by the County, the Contract Sum shall be reduced by the amount allocated to the item and a reasonable amount for the unused labor and overhead and unearned profit associated therewith.

2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of services.

2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.

2.4 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

2.5 **Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after award of the Contract.

2.6 **Contractor Project Manager (CPM):** The individual designated by the Contractor with the primary responsibility for: the design, fabrication and installation of the Exhibit design, fabrication and installation of the Exhibit; presentation of the project to the Department and to others as designated by the Department; and shall play an active role in the Contractor's ongoing performance.

2.7 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.8 **County Contract Manager:** Person designated by the Director with authority to acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his/her authorized representative.

2.9 Department: The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.

2.10 Director: The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).

2.11 Exhibit Project Manager (EPM): The individual designated by the Director with the primary responsibility for: monitoring the design, fabrication and installation of the Exhibit design, fabrication and installation of the Exhibit; providing direction to Contractor; final approvals of Contractor's Work and Deliverables; and approving all invoices.

2.12 Maximum Contract Sum: The total monetary amount payable by the County to the Contractor for the design, fabrication and installation of the Exhibit at a total cost not to exceed the costs shown in Section 5.0 of the Contract and Exhibit A Pricing and Billing Schedule of the Contract.

2.13 Statement of Work: A detailed description of the scope of work that the Contractor is required to execute and complete to fulfill the Contract.

2.14 Substantial Completion: The stage in the progress of Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract documents so that the County can occupy or use the Work or a portion thereof for its intended use.

2.15 Day(s): Calendar day(s) unless otherwise specified.

2.16 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR SERVICES

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit B.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract or approved Change Order,

the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.3 Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall commence following the Board of Supervisors' approval, and continuing for a term of two (2) years or through the Director's final acceptance and issuance of the final payment for the design, fabrication and installation of the Placerita Exhibit as defined herein whichever occurs first, unless terminated sooner or extended, in whole or in part, as provided in this contract.

4.2 The County shall have the sole option to extend this Contract term for up to six (6) months on a month to month basis, for a maximum total Contract term of two (2) years and six (6) months. The extension shall be exercised at the sole discretion of the Director.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

5.0 MAXIMUM CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of design, fabrication and installation of the Placerita Exhibit

services and includes, but is not limited to, all materials, labor, fabrication, overhead, transportation, delivery to the Facility and installation therein. Said sum shall not exceed $1,230,000 (one million two hundred thirty thousand dollars) and shall comply with Exhibit A, Pricing and Billing Schedule.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any other entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 In no event shall the Contractor be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Section 8.0, Change Orders and Amendments.

5.4 No Payment for Services Provided Following Expiration/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/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.

5.5 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred twenty-five percent (25%), fifty percent (50%), and seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event,

the Contractor shall send written notification to the Director at the address herein provided under Subparagraph 9.32, Notices, of this Contract.

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the County monthly in arrears for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B, Statement of Work and priced in accordance with Exhibit A, Pricing and Billing Schedule.

5.6.2 The Contractor shall present two (2) copies of the monthly invoice for work performed during the preceding month. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Said invoices shall include all required certifications and reports as provided for in this Contract. No invoice will be approved for payment unless the required subject documents identified hereinabove are included with the invoice.

5.6.3 The Contractor shall submit the monthly invoices to the County on or before the 15th calendar day of each month to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract. Said payment shall be made within thirty (30) days upon receiving a properly prepared and correct invoice, providing that all work performed during the preceding month has been inspected and accepted by the Director and that applicable certifications and reports have been submitted in accordance with the provisions of this Contract.

5.6.4 All invoices submitted by the Contractor for payment must have the written approval of the Director or Designee prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for payment exclusively from the funds having been allocated by the County for such services.

5.6.5 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ENFORCEMENT OF CONTRACT

6.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.

6.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor’s compliance with all Contract terms and conditions and performance standards.

6.3 The Contractor hereby agrees to cooperate with the Director, County Contract Managers and Monitors, and any appropriate Federal or State representative, in the review and monitoring of the Contractor’s service program, records and procedures at any reasonable time, as requested by the County.

6.4 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

7.0 CONTRACTOR’S STAFF

7.1 At any time prior to or during the term of this Contract, the County may require that all of the Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. All background reports on current and future staff hired by the Contractor will be submitted to the Director.

7.1.1 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.1.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.1.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.1 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.2 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees shall include at least one individual who speaks and comprehends the English language.

7.3 The Contractor shall designate a person who will be able to respond to emergencies after normal business hours. Designee shall be available for

notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.

7.4 The Director has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.

7.5 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.

7.6 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.

7.7 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.

7.9 Confidentiality

7.9.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

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

7.9.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit J.

8.0 CHANGE ORDERS AND AMENDMENTS

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

8.1 A Change Order shall be prepared, and executed by the Contractor and the Director for any changes, deemed by the Director as necessary, and which affect the Contractor's service requirements set forth in Exhibit B, and any corresponding changes in the Contract Sum, not to exceed the Maximum Contract Amount.

8.2 For any change which affects any other term or condition included in this Contract, or any changes in the Contractor's service requirements as set forth in Exhibit B that exceeds the Maximum Contract Amount, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.

8.3 The County's Board of Supervisors, Chief Executive Officer, or designee may require the addition of and/or change certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and the Director.

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

9.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

9.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

9.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

9.4 COMPLAINTS

9.4.1 Within ten (10) business days after the effective date of this Contract, the Contractor shall provide the County with its plan for receiving, responding and abating all inquiries and complaints received from the Director, County personnel, or patrons using the facilities. The County will review and approve said plan or request changes. If changes are requested, the Contractor shall resubmit the revised plan within five (5) business days for approval. Changes by the Contractor must first be approved by the County before implementation.

9.4.2 During the term of this contract, the Contractor shall maintain an office located in the State of California. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.

9.4.3 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the services shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.

9.4.4 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.

9.4.5 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor’s invoice and shall be open to the inspection of the Director at all reasonable times.

9.4.6 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.

9.4.7 Contractor shall provide and maintain at its own expense an active California telephone number to make sure that emergency calls can be received. The Contractor or his/her designated person shall ensure that emergency calls can be received after normal business hours on a 24 hour, 7 day a week basis. The Contractor or his/her designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

9.5 COMPLIANCE WITH APPLICABLE LAW

9.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

9.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.6 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 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, 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. The Contractor shall comply with Exhibit F, Contractor's EEO Certification.

9.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.7.1 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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

9.7.2 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 Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph, “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: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph 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 the 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 Jury Service 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 the 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 Subparagraph 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 the 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.

9.8 CONFLICT OF INTEREST

9.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited

to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

9.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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 re-employment list during the life of this Contract.

9.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

9.10.1 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 job category to the Contractor.

9.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.11.1 Responsible Contractor

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 contract. It is the

County's policy to conduct business only with responsible Contractors.

9.11.1.1 Contractor shall have and maintain a current and valid license with the Contractor State License Board (CSLB) of California and shall provide copies thereof to the County upon execution of the contract and when requested by the County.

9.11.2 Chapter 2.202 of the County Code

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 or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

9.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, 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.

9.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department 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.
2. 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 shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of

the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

9.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

9.13 CONTRACTOR'S ACKNOWLEDGEMENT 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.

9.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

9.14.1 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.

9.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall

during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all 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).

9.15 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.15.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are currently in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its tax payers.

9.15.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County code Chapter 2.206.

9.16 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 conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. 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, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

9.17.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, appurtenances, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be completed according to the specifications and instructions provided by the Director and shall be completed immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.17.2 All damage resulting from chemical operation, either spray-drift or lateral leaching, shall be corrected in accordance with the standards provided by the Director and the soil conditioned to insure its ability to support plant life.

9.17.3 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

9.18 EMPLOYMENT ELIGIBILITY VERIFICATION

9.18.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as

they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

9.18.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, 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 any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

9.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Orders and Amendments prepared pursuant to Section 8.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Orders and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

9.20 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

9.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the

laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

9.22 INDEPENDENT CONTRACTOR STATUS

9.22.1 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, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

9.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

9.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and

volunteers (collectively known as the County Indemnitees) 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, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

9.24 PROVISIONS FOR ALL INSURANCE COVERAGE, GENERAL

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 9.24 and 9.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

9.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

  Certificates and copies of any required endorsements shall be sent to the Director, Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, CA 91007-2697 prior to commencing services under this Contract.

  Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

9.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

9.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that the County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

9.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material

breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

9.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

9.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

9.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior

review and approval of any Sub-Contractor request for modification of the Required Insurance.

9.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

9.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

9.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

9.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its

Agents shall be designated as an Additional Covered Party under any approved program.

9.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

9.25 INSURANCE COVERAGE REQUIREMENTS

9.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

9.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable. Such insurance shall be endorsed to cover pollution liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

9.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or,

is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

9.26 INTERPRETATION OF SPECIFICATIONS

9.26.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

9.26.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

9.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

9.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

9.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit F, Contractor's EEO Certification.

9.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

9.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

9.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.

9.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 9.27 when so requested by the County.

9.27.7 If the County finds that any provisions of this Subsection 9.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination 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 Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

9.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

9.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department of Parks and Recreation from acquiring similar, equal or like goods and/or services from other entities or sources.

9.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, 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 one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party, as set forth in Sub-paragraph 9.32 below and by facsimiles, electronic mail and telephone call as set forth herein:

Notice to the County:	**Notice to the Contractor:**
Name: Chester Kano	Mark Adams
Phone: 626 893-8501	925 395-1337
Fax: 626 961-5149	510 749-6899
Email: CKano@parks.lacounty.gov	Mark.Adams@groupdelphi.com

9.30 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 No. 1015. The notice is set forth in Exhibit G of this Contract.

9.31 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 I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon the Contractor shall be Insert Name of Company Here, Attention: Name and Address. Any notice served by mail upon the County shall be addressed to the Department of Parks and Recreation, County of Los Angeles, Attention: Contracts, Golf & Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007-2697, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.33 INTENIONALLY OMMITTED

9.34 PUBLIC RECORDS ACT

9.34.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 9.36, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those

so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

9.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

9.35 PUBLICITY

9.35.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder 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 publishing its role under this Contract within the following conditions:

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

b. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

9.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 9.35 shall apply.

9.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

9.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

9.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.36 shall constitute a material

breach of this Contract upon which the County may terminate or suspend this Contract.

9.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

9.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' 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 on this Contract.

9.38 REMEDIES/LIQUIDATED DAMAGES

9.38.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the

County, will be forwarded to the Contractor by the Director in a written notice describing the reasons for said action.

9.38.2 If the Director determines that there are deficiencies in the performance of this contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the said specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars ($500) per day, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by completion of the work by an alternate source, whether it be County forces or a separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.38.3 In addition to the remedies provided heretofore, this Contract may be terminated per Subsection 9.44, Termination for Default, of the

Contract upon the Contractor's failure to correct deficiencies in a timely manner.

9.38.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Subparagraph 9.38.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.39 RIGHT OF ENTRY

9.39.1 In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

9.39.2 In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract.

9.39.3 If in the sole discretion or judgment of the Director, and in accordance with Subparagraph 9.38, Remedies/Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the

Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

9.40 SUBCONTRACTING

9.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

9.40.1 If the Contractor desires to subcontract, the Contractor shall provide the following information along with its written request to subcontractor promptly at the County's request:

a. A description of the work to be performed by the subcontractor;
b. A draft copy of the proposed subcontract; and
c. Other pertinent information and/or certifications requested by the County.
d. The Contractor shall ensure delivery of all such documents to the Department at the address provided in Subsection 9.32, Notices, before any subcontractor employee may perform any work hereunder.

9.40.2 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

9.40.3 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

9.40.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

9.40.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

9.40.7 In the event Director should consent to subcontracting:

a. 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; and

b. the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions 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."

9.40.8 The Contractor shall obtain all Certificates of Insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County, from each approved Subcontractor.

9.40.9 The Contractor shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for the Contractor's own employees.

9.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIONS PROGRAM

9.41.1 Failure of Contractor to maintain compliance with the requirements set for in Paragraph 9.15 "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction

Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which county may terminate this contract and/or pursue debarment of Contractor, pursuant to County code chapter 2.206.

9.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 9.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 9.44, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.43 TERMINATION FOR CONVENIENCE BY COUNTY

9.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

9.43.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

a. Stop work under this Contract on the date and to the extent specified in such notice, and

b. Complete performance of such part of the work as shall not

have been terminated by such notice.

9.43.3 After receipt of a Notice of Termination, the Contractor shall submit to the Director, in the form and with the certification as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. In the event of failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of 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 shall pay the Contractor the amount so determined.

9.43.4 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to 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 shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of services not terminated.

9.43.5 In the event that, following service of the 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, that the default was excusable under provisions of this clause, or the Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within ten (10) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.44 TERMINATION FOR DEFAULT

9.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, in the following circumstances:

a. The Contractor has materially breached this Contract;

b. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract;

c. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

9.44.2 Upon the occurrence of Subparagraph 9.44.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

9.44.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Contractor cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction,

the Director shall recommend termination for default to the Board of Supervisors.

9.44.4 In the event that the County terminates this Contract in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

9.44.5 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 9.44.4 if its 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 limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, 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 without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 9.44.5, the term “subcontractor” and “subcontractors” mean subcontractor(s) at any tier.

9.44.6 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 9.44.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 9.44.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 9.23, Indemnification.

9.44.7 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Subparagraph 9.44, it is determined for any reason that the Contractor was not in default under the provisions of this Subparagraph 9.44, that the default was excusable under provisions of this Subparagraph 9.44, or Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and

obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.44.8 The rights and remedies of the County provided in this Subparagraph 9.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.45 TERMINATION FOR IMPROPER CONSIDERATION

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

9.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

9.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.46 TERMINATION FOR INSOLVENCY

9.46.1 The County may terminate this Contract forthwith 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 for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

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

d. The execution by the Contractor of a general assignment for the benefit of creditors.

9.46.2 The rights and remedies of the County provided in this Subsection 9.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

9.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as

of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

9.49 TERMINATION UPON TRANSFER OF TITLE, MAINTENANCE RESPONSIBILITY OR PARK CLOSURE

9.49.1 Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, maintenance responsibility or close the facility described in the Statement of Work, Exhibit B of this Contract.

9.49.2 In the event the County closes the facility, the County reserves the right to terminate this Contract upon the effective date of such closure. Upon the effective date of park closure, the Contractor shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure.

9.50 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

9.51 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 9.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.52 WARRANTY AGAINST CONTINGENT FEES

9.52.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

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

9.53 CONTRACTOR PERFORMANCE HISTORY

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

10.0 UNIQUE TERMS AND CONDITIONS

10.1 INTENTIONALLY LEFT BLANK

10.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

10.2.1 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.

10.2.2 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.

10.2.3 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.

10.2.4 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 the Contractor 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 the Contractor would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

10.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

10.3.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as Codified in Chapter 2.205 of the Los Angeles County Code.

10.3.2 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 Transitional Job Opportunity vendor.

10.3.3 Contractor shall not willfully and knowingly make 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 Transitional Job Opportunity vendor.

10.3.4 If Contractor has obtained County certification as Transitional Job Opportunity vendor 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 contact to which it would not otherwise have been entitled, shall:

1. Paying to the County any difference between the contract amount and what the County's costs would have been if the contract has 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 (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

10.3.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

10.4 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

This Lease Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code, a copy of which is attached as Exhibit L and incorporated by reference into and made a part of this contract.

11.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor and its subcontractors, if any for the services to be provided at Placerita Canyon Natural Area and Nature Center. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the services of Contractor. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.0, Changes Notices and Amendments, and signed by both parties.

/

/

/

/

/

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mark Ridley-Thomas
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Commissioners

By _____
Deputy

CONTRACTOR
Delphi Productions, Inc., DBA: Group Delphi

By _____
Paul Porcher, CFO

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:
John Krattli
County Counsel

By _____
Christina Salseda, Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 JUL 16 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

77985

TABLE OF CONTENTS OF EXHIBITS

EXHIBITS

A PRICING AND BILLING SCHEDULE

B STATEMENT OF WORK (SOW)

C FLOOR PLAN

D GROUP DELPHI PROPOSAL

E SCHEDULE

F CONTRACTOR'S EEO CERTIFICATION

G INTERNAL REVENUE SERVICE NOTICE NO. 1015

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

J CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

K COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

L COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE

PRICING AND BILLING SCHEDULE

printed: 5/6/2013

Placerita Canyon Nature Center

Exhibit Design/Build & Courtyard Project

		Subtotal	Tax (9%)	Install	Total	
A. Design Services ***(see Schedule "A")***						
1	Jenny Rigby	$ 43,512.00	$ 3,916.08		$ **47,428.08**	
2	James Freed	$ 25,382.00	$ 2,284.38		$ **27,666.38**	
3	Travel	$ 7,762.00	$ 698.58		$ **8,460.58**	
	Design Services Subtotal	**$ 76,656.00**	**$ 6,899.04**		**$ 83,555.04**	6.8%
B. Foyer						
1	Wall panels	$ 19,269.90	$ 1,734.29	$ 4,920	$ **25,924.19**	2.1%
2	Photo wall mural 160 sq feet	$ 8,146.40	$ 733.18	$ 2,052	$ **10,931.58**	0.9%
3	Quote	$ 881.50	$ 79.34	$ 436	$ **1,396.84**	0.1%
	Foyer Subtotal	**$ 28,297.80**	**$ 2,546.80**	**$ 7,408**	**$ 38,252.60**	3.1%
C. Life Among the Oaks						
1	Back wall panel only	$ 18,583.15	$ 1,672.48	$ 4,244	$ **24,499.63**	2.0%
2	Kneewall 22' x 2'	$ 11,143.70	$ 1,002.93	$ 4,104	$ **16,250.63**	1.3%
3	Reader rail 1, 24" x 10"	$ 2,006.18	$ 180.56	$ 436	$ **2,622.74**	0.2%
4	Reader rail 2, 84" x 24" with flip lids	$ 3,948.30	$ 355.35	$ 327	$ **4,630.65**	0.4%
5	Audio loops activity	$ 8,951.23	$ 805.61	$ 218	$ **9,974.84**	0.8%
6	Interpretive Panel - Southern Oak	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
7	Interpretive panel - wildlife	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
8	Interpretive panel - tribal boundaries	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
9	Interpretive rail panel 1 @24" x 10"	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
10	Interpretive rail panel 2 @84"x24"w/flip panels	$ 2,174.54	$ 195.71	$ 218	$ **2,588.25**	0.2%
11	Ground Roll (reduced)	$ 23,457.75	$ 2,111.20	$ 7,240	$ **32,808.95**	2.7%
12	Coast live Oaks Trees (two, @ posts)	$ 58,488.35	$ 5,263.95	$ 6,156	$ **69,908.30**	5.7%
13	Leaf litter, soil, duff	$ 2,408.75	$ 216.79	$ 1,266	$ **3,891.54**	0.3%
14	Salamander model	$ 5,232.63	$ 470.94	$ 116	$ **5,819.57**	0.5%
15	Fungus and lichen on tree	$ 2,663.46	$ 239.71	$ 422	$ **3,325.17**	0.3%
16	Acorn preparation rock	$ 10,441.58	$ 939.74	$ 478	$ **11,859.32**	1.0%
17	Mural hand painted (approx. 144 sf)	$ 14,170.43	$ 1,275.34	$ 2,052	$ **17,497.77**	1.4%
	Life Among the Oaks Subtotal	**$ 167,543.53**	**$ 15,078.92**	**$ 28,149**	**$ 210,771.45**	17.1%
D. On the Banks of the Stream						
1	Wall panels	$ 14,679.85	$ 1,321.19	$ 3,078	$ **19,079.04**	1.6%
2	Kneewall	$ 10,893.70	$ 980.43	$ 3,078	$ **14,952.13**	1.2%
3	Interpretive panel - Placerita creek habitat	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
4	Interpretive panel - Santa Clara watershed	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
5	Interpretive panel - Endangered species	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
6	Interpretive panel - Energy transfer	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
7	Interpretive panel - Gold	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
8	Interpretive panel - Historic oil (or Tatavium)	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
9	Interpretive panel - Walker, Vant	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
10	Card game	$ 7,107.15	$ 639.64	$ 513	$ **8,259.79**	0.7%
11	Gold Panning interactive	$ 20,612.35	$ 1,855.11	$ 1,026	$ **23,493.46**	1.9%
12	Interpretive panel - Geological forces	$ 968.37	$ 87.15	$ 218	$ **1,273.52**	0.1%
13	Ground roll	$ 63,598.80	$ 5,723.89	$ 7,800	$ **77,122.69**	6.3%
14	Floor treatment	$ 3,007.35	$ 270.66	$ 9,840	$ **13,118.01**	1.1%
15	Painted Mural (approx. 240 sf)	$ 22,582.60	$ 2,032.43	$ 2,052	$ **26,667.03**	2.2%
16	Sycamore tree	$ 29,428.38	$ 2,648.55	$ 2,052	$ **34,128.93**	2.8%
17	Plant replicated models	$ 63,364.08	$ 5,702.77	$ 4,920	$ **73,986.85**	6.0%
18	Resin Stream Scenic w/models	$ 13,238.50	$ 1,191.47	$ 1,026	$ **15,455.97**	1.3%
19	Installation: Taxidermy	$ 2,509.20	$ 225.83	$ 1,446	$ **4,181.03**	0.3%
	On the Banks of the Stream Subtotal	**$ 258,768.92**	**$ 23,289.20**	**$ 38,575**	**$ 320,633.12**	26.1%

Regional Facilities Agency/ckano

page 1 of 2

printed: 5/6/2013

Placerita Canyon Nature Center

Exhibit Design/Build & Courtyard Project

		Subtotal	Tax (9%)	Install	Total	
E. Of Slopes and Chapparal						
1	Wall panels	$ 9,858.35	$ 887.25	$ 3,078	**$ 13,823.60**	1.1%
2	Kneewall	$ 12,538.63	$ 1,128.48	$ 4,104	**$ 17,771.11**	1.4%
3	Interpretive panel -climate and adaptations	$ 968.37	$ 87.15	$ 218	**$ 1,273.52**	0.1%
4	Reader rail interpretive panel- survive & thrive	$ 968.37	$ 87.15	$ 218	**$ 1,273.52**	0.1%
5	Flip lids (four)	$ 11,494.15	$ 1,034.47	$ 1,026	**$ 13,554.62**	1.1%
6	Interpretive panel - fire ecology	$ 968.37	$ 87.15	$ 218	**$ 1,273.52**	0.1%
7	Interactive rail panel - Adaptation (push button)	$ 6,591.01	$ 593.19	$ 218	**$ 7,402.20**	0.6%
8	Interactive film loops- Hollywood	$ 6,591.01	$ 593.19	$ 218	**$ 7,402.20**	0.6%
9	Interactive - Bird call loops (push button)	$ 6,591.01	$ 593.19	$ 218	**$ 7,402.20**	0.6%
10	Ground roll	$ 52,098.30	$ 4,688.85	$ 10,680	**$ 67,467.15**	5.5%
11	Painted mural (approx. 243 sf)	$ 22,582.60	$ 2,032.43	$ 2,052	**$ 26,667.03**	2.2%
12	Plant models	$ 51,729.30	$ 4,655.64	$ 2,052	**$ 58,436.94**	4.8%
13	Taxidermy installation	$ 1,881.90	$ 169.37	$ 1,236	**$ 3,287.27**	0.3%
14	Field guide - 3 dimensional	$ 6,292.48	$ 566.32	$ 1,026	**$ 7,884.80**	0.6%
	Of Slopes and Chapparal Subtotal	**$ 191,153.85**	**$ 17,203.85**	**$ 26,562**	**$ 234,919.70**	**19.1%**
F. Bringing It Home						
1	Interpretive panel - Natural areas, LEED	$ 968.37	$ 87.15	$ 218	**$ 1,273.52**	0.1%
2	Interpretive panel - Practices	$ 968.37	$ 87.15	$ 218	**$ 1,273.52**	0.1%
3	Interpretive panel - Nature activities	$ 968.37	$ 87.15	$ 218	**$ 1,273.52**	0.1%
4	Interpretive display - Day pack	$ 968.37	$ 87.15	$ 218	**$ 1,273.52**	0.1%
5	Interpretive board - Nature Notes	$ 968.37	$ 87.15	$ 218	**$ 1,273.52**	0.1%
	Bringing It Home Subtotal	**$ 4,841.85**	**$ 435.77**	**$ 1,090**	**$ 6,367.62**	**0.5%**
G. Classroom / Discovery Lab						
1	Painted Wall Mural	$ 21,516.00	$ 1,936.44	$ 2,135	**$ 25,587.04**	2.1%
2	Landforms	$ 50,517.15	$ 4,546.54	$ 15,454	**$ 70,517.49**	5.7%
3	Taxidermy Mounting	$ 2,996.00	$ 269.64	$ 1,065	**$ 4,330.84**	0.4%
4	Reader Rails	$ 5,220.50	$ 469.85	$ 1,065	**$ 6,755.55**	0.5%
	Classroom/Discovery Lab Subtotal	**$ 80,249.65**	**$ 7,222.47**	**$ 19,719**	**$ 107,190.92**	**8.7%**
H. Freight		**$ 13,290.15**	**$ 1,196.11**	**$ -**	**$ 14,486.26**	**1.2%**
J. ALLOWANCE: Lighting		**$ 40,110.30**	**$ 3,609.93**	**$ 2,135**	**$ 45,854.83**	**3.7%**
K. ALLOWANCE: Original Artwork &Licensing		**$ 23,386.40**	**$ 2,104.78**	**$ -**	**$ 25,491.18**	**2.1%**
L. ALLOWANCE: Taxidermy	1	**$ 20,000.00**	**$ 1,800.00**	**$ -**	**$ 21,800.00**	**1.8%**
				GD Subtotal	**$ 1,109,322.71**	**90%**
				GD Contingency	**$ 120,677.29**	**9.8%**
				GRAND TOTAL- Prime Contract (Group Delphi)	**$ 1,230,000.00**	**100%**

Regional Facilities Agency/ckano

page 2 of 2

printed: 5/6/2013

SCHEDULE A

Placerita Canyon Nature Center

Exhibit Design Fee: Detailed Budget

	Qty	Unit	Rate	Subtotal	9% Tax	TOTAL
A. Jenny Rigby, The Acorn Group						
1 Preliminary Design						
1.1 Content Development	10.0	hr	$ 98	$ 980.00	$ 88.20	**$ 1,068.20**
1.2 Text Writing	80.0	hr	$ 98	$ 7,840.00	$ 705.60	**$ 8,545.60**
1.3 Graphic Design	21.0	hr	$ 98	$ 2,058.00	$ 185.22	**$ 2,243.22**
1.4 Meetings	22.0	hr	$ 98	$ 2,156.00	$ 194.04	**$ 2,350.04**
			Subtotals	**$ 13,034.00**	**$ 1,173.06**	**$ 14,207.06**
2 Final Design						
2.1 Final Text Writing	50.0	hr	$ 98	$ 4,900.00	$ 441.00	**$ 5,341.00**
2.2 Final Graphic Design	221.0	hr	$ 98	$ 21,658.00	$ 1,949.22	**$ 23,607.22**
2.3 Graphics Pre-production	18.0	hr	$ 98	$ 1,764.00	$ 158.76	**$ 1,922.76**
2.4 Meetings	22.0	hr	$ 98	$ 2,156.00	$ 194.04	**$ 2,350.04**
			Subtotals	**$ 30,478.00**	**$ 2,743.02**	**$ 33,221.02**
			JENNY RIGBY TOTAL	**$ 43,512.00**	**$ 3,916.08**	**$ 47,428.08**
B. James Freed, The Acorn Group						
1 Preliminary & Schematic Design						
1.1 Drawings	107.0	hr	$ 98	$ 10,486.00	$ 943.74	**$ 11,429.74**
1.2 Meetings	5.0	hr	$ 98	$ 490.00	$ 44.10	**$ 534.10**
			Subtotals	**$ 10,976.00**	**$ 987.84**	**$ 11,963.84**
2 Final Design						
2.1 Drawings	142.0	hr	$ 98	$ 13,916.00	$ 1,252.44	**$ 15,168.44**
2.2 Meetings	5.0	hr	$ 98	$ 490.00	$ 44.10	**$ 534.10**
			Subtotals	**$ 14,406.00**	**$ 1,296.54**	**$ 15,702.54**
			JAMES FREED TOTAL	**$ 25,382.00**	**$ 2,284.38**	**$ 27,666.38**
C. Travel						
1 Preliminary & Schematic Design						
1.1 Trips: Mark Adams	3.0	ea	$ 600	$ 1,800.00	$ 162.00	**$ 1,962.00**
1.2 Trips: James Freed	3.0	ea	$ 600	$ 1,800.00	$ 162.00	**$ 1,962.00**
1.3 Trips: Jenny Rigby	No Charge		$ -	$ -	$ -	**$ -**
			Subtotals	**$ 3,600.00**	**$ 324.00**	**$ 3,924.00**
2 Final Design						
2.1 Trips: Mark Adams	3.0	ea	$ 600	$ 1,800.00	$ 162.00	**$ 1,962.00**
2.2 Trips: Mark Adams (alone)	1.0	ea	$ 562	$ 562.00	$ 50.58	**$ 612.58**
2.3 Trips: James Freed	3.0	ea	$ 600	$ 1,800.00	$ 162.00	**$ 1,962.00**
2.4 Trips: Jenny Rigby	No Charge		$ -	$ -	$ -	**$ -**
			Subtotals	**$ 4,162.00**	**$ 374.58**	**$ 4,536.58**
			TRAVEL TOTAL	**$ 7,762.00**	**$ 698.58**	**$ 8,460.58**
			GRAND TOTAL	**$ 76,656.00**	**$ 6,899.04**	**$ 83,555.04**

Regional Facilities Agency/ckano

page 1 of 1

STATEMENT OF WORK

PLACERITA CANYON NATURE CENTER EXHIBITS
STATEMENT OF WORK (SOW)

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.0	CONTEXT OF THE PROJECT	66
2.0	DEFINITIONS	66
3.0	CONTRACTOR'S WORK AND PERSONNEL; CONSULTANTS	67
4.0	DESCRIPTION OF THE WORK	68
4.1	The Exhibit	68
4.2	The Design Development Phase	68
4.3	The Construction Documents Phase	69
4.4	The Fabrication, Assembly, Installation and Close Out Phase	70
4.5	Maintenance	74
4.6	Evaluation of Conditions	74
4.7	Life Cycle and Alternatives Reviews and Analysis	76
4.8	Department-Furnished Materials	76
5.0	STANDARD OF CARE	77
6.0	SCHEDULE	78
7.0	REDESIGN OBLIGATION	80
8.0	APPROVAL OF WORK	81
9.0	PRESENTATION OF THE WORK	82
10.0	DEPARTMENT TO PROVIDE	82
11.0	INTELLECTUAL PROPERTY	82
12.0	OWNERSHIP OF THE WORK & DELIVERABLES	83
13.0	PROPRIETARY INFORMATION; CONFIDENTIALITY	83
14.0	MORAL RIGHTS / DROIT MORAL	83
15.0	REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CONTRACTOR	84
16.0	ADDITIONAL SERVICES	85
17.0	PAYMENT	85
18.0	CONTRACTOR'S COORDINATION RESPONSIBILITIES	87
19.0	CORRECTIONS OF DEFECTS; TERMINATION	87
20.0	MISCELLANEOUS	88

1.0 CONTEXT OF THE PROJECT

1.1 The Department has engaged Contractor to provide professional exhibit design and related services for the Exhibit. Contractor has prepared design documents which depict the intended plan for the fabrication, layout and installation of the exhibits included in the Work ("the Construction Documents"), including those identified in Attachment.

1.2 The installation of the Work shall not result in any material alteration of surrounding Facility space (such space being defined to include walls, floors and ceilings as well as mechanical, electrical, plumbing, HVAC, life safety and structural systems) other than as reflected in the Construction Documents without express prior written authorization of the Department.

2.0 DEFINITIONS

2.1 "Contractor Project Manager (CPM)" - The individual designated by the Contractor with the primary responsibility for: the design, fabrication and installation of the Exhibit design, fabrication and installation of the Exhibit; presentation of the project to the Department and to others as designated by the Department; and shall play an active role in the Contractor's ongoing performance.

2.2 "Exhibit Project Manager (EPM)" - The individual designated by the Director with the primary responsibility for: monitoring the design, fabrication and installation of the Exhibit design, fabrication and installation of the Exhibit; providing direction to Contractor; final approvals of Contractor's Work and Deliverables; and approving all invoices.

2.3 "The Exhibit" – means the construction, renovation and development of new exhibits, including systems, outdoor environments and programmatic content at the Facility.

2.2 "The Facility" – means the Department's facilities, exhibits and grounds located at Placerita Canyon Natural Area and Nature Center, Newhall, California.

2.3 "The Work" – means the services and deliverables to be performed and completed by Contractor as more fully described herein.

2.4 "Maximum Contract Amount" or "Maximum Cost" – means the total monetary amount payable by the County to the Contractor for the design, fabrication and installation of the Exhibit at a total cost not to exceed the costs shown in Exhibit A Pricing and Billing Schedule of the Contract.

3.0 CONTRACTOR'S WORK AND PERSONNEL; CONSULTANTS

3.1 Definition of the Work. For purposes of this Agreement, the term "the Work" shall mean, collectively or individually, all design services and related deliverables related to the Exhibit, including without limitation the Design Development Documents, the Construction Documents, Assembly, Installation, Close-out and Project Management services including any sketches, studies, plans, models, cost estimates, or similar materials created by the Contractor in connection with the Work. The definition of the Work, and all other terms and conditions of this Agreement, may be amended through mutual written agreement.

3.2 Contractor's Personnel. Throughout the term of this Agreement, Mark Adams shall be Contractor's Project Manager (CPM). This individual shall be assigned primary responsibility on behalf of Contractor for: the design, fabrication and installation of the Exhibit design, fabrication and installation of the Exhibit; presentation of the project to the Department and to others as designated by the Department; and shall play an active role in the Contractor's ongoing performance. CPM shall each have full authority to act on behalf of the Contractor on all matters relating to this Agreement and shall promptly take or respond to telephone calls or electronic mail messages. It is understood and agreed that through all phases of the Work, the CPM will devote substantial personal time to this Project. Contractor's additional personnel assigned to the Work shall be satisfactory to the Department, and Contractor shall replace or transfer such personnel only with the Department's written consent, which shall hot be unreasonably withheld.

3.3 Contractor's Consultants. The Contractor's Fee, as set forth herein, for the foregoing Work includes the services to be performed by Contractor or by consultants, subcontractors and suppliers ("Consultants"), who shall be under contract to the Contractor including but not limited to:

All Consultants to the Contractor shall be retained subject to the Department's prior written approval. The form of all of Contractor's written agreements with Consultants shall be submitted to the Department for approval to ensure consistency with this Agreement and protection of the Department's rights.

Contractor shall, for no additional compensation, coordinate its activities and services with Department staff, to ensure that the Contractor's Work is fully integrated with the description of the work and with the Budget and Schedule as defined below. Any disputes arising between the Contractor and the Department team shall be submitted to the Department's Exhibit Project Manager (EPM) for resolution.

3.4 Additional Consultants. Consultants may be required for the Project and with the Department's prior written authorization, will be retained by the Contractor if so required, under the terms of Section 1.3 above. The cost of these consultants is included in the Fee.

3.5 Equitable Adjustment. The Contractor's Fee may be equitably adjusted if the Contractor is requested by the Department to provide services required because of significant changes in the Project, including changes in size, quality, complexity, or the Department's Schedule, but not including changes in materials or overall Project cost that increase fabrication cost but do not require a material increase in design services.

4.0 DESCRIPTION OF WORK

4.1 The Exhibit. The Exhibit is provisionally titled "Placerita Nature Center Exhibit." The space to be occupied by the Exhibit is described in Exhibit C Floor Plan to this Agreement. The Exhibit will be a multifaceted project based on concept documents, including but not limited to the "Intellectual Framework," written narratives and other similar materials describing the Exhibit components ("Conceptual Design Documents and Acorn Group Interpretive Master Plan") and provided to Contractor by the Department. The Contractor's scope of work for the Exhibit in addition to the Concept Documents is as set forth below.

4.2 The Design Development Phase.

4.2.1 Based on the Department's program, the Schedule, the approved Budget, and the approved Conceptual Design Documents and Interpretive Master Plan, the Contractor shall prepare Design Development Documents for the Exhibit consisting of drawings, outline specifications, a study model, and such other documents or materials as required to fix and describe the size and character of the Exhibit, and stating any requirements as to architectural, structural, mechanical, electrical or other work required as further described herein.

4.2.2 When the Design Development Documents are complete, and as part of an overall Project review, the Contractor shall prepare a detailed, itemized estimate of design, fabrication and installation costs, as well as a preliminary fabrication and installation schedule, for review and comment by the Department. The costs of consultants described herein, as well as construction or fabrication costs related thereto, shall be separate line items.

4.2.3 The Consultant shall present the Design Development Documents to the Department and others as the Department may designate,

and shall prepare multiple (at least three) color renderings of the Exhibit in electronic form and a presentation model sufficient in detail to convey the design intent to the Department and to assist in such presentations.

4.2.4 The Work of this phase shall include meetings with the content/theme/story line and Interpretive Master Plan consultants and others as required.

4.2.5 The Work of the Design Development phase, including the estimated costs and any changes to the Schedule, shall be approved in writing by the Department before the Contractor proceeds to the next phase of Work.

4.2.6 The Department's receipt of all deliverables for this phase as shown on Exhibit is required before final payment will be made for the Work of this phase.

4.3 <u>The Construction Documents Phase</u>

4.3.1 Upon receipt of the Department's written notice to proceed and based upon the approved Design Development Documents and any further adjustments to the SOW in the Schedule or Budget authorized by the Department, the Contractor shall prepare for the Department's approval, the Construction Documents for the fabrication and installation of the Exhibit. The Construction Documents shall incorporate text, visual and electronic elements, and such object and specimen components as have been furnished by the Department. In addition, if the Department so requests, the Contractor, shall prepare three-dimensional final prototypes of one or more design elements designated by the Department to ensure that the Construction Documents are understood and followed. The Contractor shall prepare Construction Documents consisting of drawings, specifications, and other materials, as required, setting forth in detail the requirements for the fabrication of the Exhibit. The Construction Documents for the Exhibit shall be complete shall comply with all applicable laws, regulations, codes, ordinances, permits and regulatory approvals (collectively, "Legal Requirements"). Any errors, omissions, ambiguities, gaps in SOW or coordination problems shall be resolved by the Contractor at no cost to the Department.

4.3.2 When the Construction Documents are complete, the Contractor shall prepare a final detailed, line-item estimate of fabrication and installation costs, as well as a final detailed Schedule for the

Department's review and comment. The costs of consultants, as well as construction or fabrication costs related thereto, shall be separate line items. In the event of any conflict that is not reconciled between the estimates prepared by Contractor on the one hand and Department on the other, the higher cost estimates shall prevail. In any event, Contractor shall not be relieved of its obligation to design within the Department approved Budget.

4.3.3 The parties acknowledge that in order to receive necessary approvals and comply with all Legal Requirements, some portion of the Exhibit Fabrication/Contract Documents may need to be prepared by a California licensed architect or engineer ("Licensed Design Professional"). The Department shall obtain the services of required Licensed Design Professionals and the Contractor shall coordinate its services with those of such Licensed Design Professionals in order to ensure a complete and fully coordinated design which conforms with the approval(s) granted herein. The costs of the services of Licensed Design Professionals will be funded first from the allowance established by the Department as shown herein to the extent available funds within such allowance are sufficient, then from the Reimbursable Expenses and finally from other amounts set forth in herein to the extent that funds from the allowance are insufficient.

4.3.4 In the event that California law requires that Licensed Design Professionals contract directly with the Department, rather than with the Contractor, to perform the services, the Department may engage the designated Licensed Design Professionals.

4.3.5 For Placement Plans and Documents included in the Construction Documents to be approved by the Department, the Contractor shall prepare for the Department's approval Placement Plans and Documents, consisting of drawings, specifications, written instructions and procedures and other materials, as required, setting forth in detail the requirements for the design, function and operation of the Exhibits. The Placement Plans and Documents shall comply with all Legal Requirements for the Work described.

4.3.6 The Department's receipt of all deliverables for this phase as shown on Exhibit is required before final payment will be made for the Work of this phase.

4.4 <u>The Fabrication, Assembly, Installation and Close-Out Phase</u>.

4.4.1 <u>Fabrication Quality Control</u>. Contractor shall outline a system for quality control to assist the Department in ensuring that all elements of the Work meet the requirements of the approved

Construction Documents and that all approved modifications are implemented. Contractor shall routinely inspect and observe the quality of all work during fabrication and installation, and regularly report on same to the Department. Contractor shall diligently assist the Department in its efforts to ensure that all work not acceptable or not in compliance with the approved Construction Documents is corrected prior to final inspection or review by the Department.

4.4.2 Installation and Assembly Plan. Prior to the Installation of each exhibit, the Contractor shall provide the Department with a written Installation and Assembly Plan relating to each exhibit for approval.

4.4.3 Staging.

(a) Setup - Prior to shipping the Exhibit elements to the facility for Installation, a thorough inspection of the Exhibits will be made by the Contractor at the designated Contractor's facilities. To the extent possible, the Contractor shall ensure the arrangement and placement of all Exhibit units in exactly the same configuration and dimensioned area as that in which they will be installed.

(b) Demonstration – To the extent possible, all Exhibit components shall be fully operational at the time of final inspection. Exhibit units with built-in lighting, electrical, mechanical and audiovisual equipment shall be connected to power sources. To the degree possible, the Contractor shall demonstrate that each operation is fully functional and in compliance with the approved fabrication documents and Exhibit design.

(c) Operation & Maintenance Manual – Three (3) copies of the preliminary Maintenance Manual shall be submitted to the Department for review and approval at the time of final shop inspection. In compliance with Exhibit, the Contractor shall assemble the Final Operation & Maintenance Manual for each Exhibit as required to produce a fully integrated, comprehensive document. The Contractor shall ensure that the Final Operation & Maintenance Manual is complete and accurate and shall be reviewed and approved by the Department.

4.4.4 Time of Installation. The Contractor shall observe the Installation of the Exhibit as required in order to make sure that design issues do not delay the Installation process. Contractor's Project

Manager shall be available on site at the facility to observe and review the installation of the Exhibit at such times as requested by the Department.

4.4.5 Walk-Through Inspection. Upon completion of each on-site Installation, the Contractor shall conduct a final walk through inspection of the Exhibit with the Department. This inspection shall be conducted at a time approved by the Department. Contractor shall train Department staff in the operation of the Exhibit and answer questions during this walk through or at another time if requested by the Department.

(a) The inspection shall identify punch-list items (items that need to be corrected). The Contractor shall record and maintain a list of the punch-list items as they are identified.

(b) The Contractor shall assist the Department in arranging for the demonstration of the operation of all electrical and mechanical elements, and all audiovisual components, in the Exhibit. The Exhibit shall be fully operational at the time of the walk-through inspection.

(c) The Contractor shall assist the Department in arranging for the demonstration of access into Exhibit cases, structures or other Exhibit items for maintenance purposes, including but not limited to: all lighting chambers, electrical and electronic equipment, including audiovisual equipment.

4.4.6 Acceptance. Receipt of Exhibit components by the Department and the Department's participation in progress inspections and installation reviews shall not be construed to constitute acceptance of the Exhibit by the Department. Acceptance shall not occur, and final payment to the Contractor shall not be due, unless and until either: a) the Exhibit is completed in accordance with the approved design and fully operational, and the Department has accepted the Exhibit in writing; or, b) the Department has determined in writing that the Contractor has satisfactorily completed its services under the Agreement.

4.4.7 Close-Out Documents. After completion of the Assembly and Installation, as defined below of the Exhibits, the Contractor shall compile, organize, and submit to the Department all required permits, approvals, Department-furnished reference materials and graphic sources, along with all materials generated during the production process including drawings and digital files, upon completion of each respective Exhibit installation.

4.4.8 Requirements for the Close-Out Package. The Close-Out Package to be compiled, prepared and submitted to the Department by the Contractor for the Exhibit shall consist, at a minimum, of the following:

(a) Digital Media
- (i) Exhibit Plan Database - Stored on CD-ROM.
- (ii) Graphic Layouts - Stored on CD-ROM.
- (iii) High-resolution Scans of Art and Photos - Stored on CD- ROM

(b) Photo Negatives and Sources

(c) Artwork - Digital artwork shall be stored on CD-ROM; physical artwork, sketches, and layouts shall be placed in acid-free folders or wrapped in acid-free paper. Identify all artwork by exhibit name and graphic number.

(d) Drawings

- (i) As-Built Drawings (showing all field changes, to be stored in AutoCad format on CD-ROM) prepared by the Contractor and reviewed for accuracy and completeness by the Contractor

- (ii) Fabrication submittals, prepared and collected by the Contractor - Stored in AutoCad format on CD-ROM.

(e) Department Furnished Reference Materials - The Contractor shall return all Department furnished reference materials.

(f) Samples - All samples, prototypes, models, or mock-ups ("Samples") required as submittals to the Department for review are the property of the Department, including Samples returned to the Contractor for reference. The Department will inform the Contractor which Samples in the possession of the Contractor are no longer of use and can be discarded and which Samples shall be included in the Close Out Package.

4.4.9 Operational Training Session. After inspection and acceptance of the installed Exhibit, the Contractor shall assist the Department in arranging for operational training sessions to be conducted by the Contractor for the Department staff, using the Final Operation & Maintenance Manual as an instructional aid.

(a) During the training session, the Contractor shall provide three (3) copies of the Final Operation & Maintenance Manual, including materials prepared by the Contractors according to the terms of Exhibit and reviewed for accuracy and completeness by the Contractor. The Manual shall incorporate all changes or corrections to the preliminary Operation & Maintenance Manual reviewed by the Department during the final shop inspection. The Contractor shall ensure that such materials prepared for fabrication are complete and accurate.

(b) The training session and the final Operation & Maintenance Manual shall include, but not be limited to:

(i) Day-to-day cleaning of the exhibits;

(ii) Minor repair and touch-up procedures;

(iii) Access into exhibit structures, including but not limited to: operating locks and tamperproof hardware, opening hinged doors, removing and replacing cover panels, removing and inserting moisture and/or temperature-controlling devices, changing lamps in lighting fixtures, and removing and replacing mounted objects, models, and taxidermy; and

(iv) Start-up and shutdown procedures for audiovisual equipment, interactive components, lighting, and other electrical equipment, including troubleshooting in the event of a power outage, lightning surge, or other potential hazards.

4.5 Maintenance. For a period of one year following final payment to the Contractor for the Exhibit, Contractor agrees to resolve or cooperate in resolving, at no additional charge to the Department, any technical problems that may arise in connection with the Exhibit.

4.6 Evaluation of Conditions.

4.6.1 The Contractor shall travel to the facility to meet with the Department and review existing conditions prior to design or fabrication of the Exhibits. The Department will provide, to the extent possible, the Contractor with copies of record drawings and studies of existing conditions that it can readily locate and are pertinent to Contractor's Work, but cannot guarantee the accuracy of such drawings and

studies. Any measurements of existing or as-built conditions on which the Contractor intends to rely must be confirmed by the Contractor. The Contractor shall make additional trips to the site as necessary in order to review conditions that have changed or to examine Department objects not available to be viewed previously.

4.6.2 During the Design Development phase, at a minimum, the Contractor shall perform the following as required for the design services to be provided hereunder:

(a) Assess existing conditions for onsite work. Take detailed measurements of the exhibit space to ensure proper fit of all exhibit elements. The Contractor shall assess locations of heating and ventilation ducts, doors, windows, lighting fixtures, wall switches and controls, security system alarms and sensors, changes in floor level, floor finishes, ceiling beams, building structures and finishes, and other elements which affect proper fit and operation of the exhibits;

(b) Assess existing conditions which affect the installation of the exhibits, including: unloading areas, doorway clearances, curbs, stairs, elevators, available storage areas, available areas for setup of power tool work stations, offsite facilities for disposal of debris and parking;

(c) Obtain from the Department final measurements verifying the dimensions of Department-furnished objects and specimens;

(d) Review building construction drawings, specifications and related documents provided by the Department relevant to the Exhibits and provide detailed comments concerning the coordination and adequacy of all elements.

4.6.3 The Contractor shall travel to the fabrication site(s) and Facility to confirm that the fabrication, assembly, and Installation of Exhibit components shall be performed in compliance with the approved documents, and to submit the final deliverables to the Department, in accordance with the Project Close-Out requirements.

4.7 Life Cycle and Alternatives Reviews and Analysis.

4.7.1 Contractor shall conduct as part of its design process Life Cycle and Alternatives Reviews and analysis as appropriate for the purpose of assisting the Department in determining whether all major Exhibit systems, components and equipment are procured at the lowest total life cycle cost and that specifications are consistent with needed performance quality, reliability, aesthetics, safety and operational standards. Contractor shall assist the Department in selecting the appropriate design alternatives consistent with the Department's conclusions concerning life cycles and alternatives.

4.7.2 All cost estimates furnished by the Contractor hereunder shall take projected life cycle costs into account in a format to be agreed upon by the Contractor and the Department.

4.8 Department-Furnished Materials.

4.8.1 All Department-furnished materials received or made available to Contractor shall be inspected by Contractor to ensure that the quality is suitable for use in the Exhibit. The Contractor shall notify the Department immediately if any Department-furnished materials are not received in sufficient time to meet critical milestones or are damaged, or if use of the materials would result in an unsatisfactory product. The Department shall be responsible for making sure that Department-furnished objects or specimens are of quality suitable for use in the Exhibit.

4.8.2 During fabrication the Contractor shall ensure that all Department objects, books, negatives, archival, and resource materials furnished to the Contractor are stored in a safe and secure manner and at a location approved by the Department and remain in the same condition as they were when received. After project completion the Contractor shall store copies of digital files used during the Project at Contractor's facility for a minimum of five years following the County's written acceptance of the completed installation of the Exhibit and shall make such files available to the Department upon its request.

4.8.3 Contractor shall identify and compile all graphics materials and digital files produced by the Contractor, and any Department resource material provided to the Contractor, into a production package and ensure this material is used in fabricating the Exhibit.

4.9 Contractor agrees to furnish, to the satisfaction of the Department, all equipment, materials, supplies, documents, manuals and services, including cost of all applicable sales or use taxes, fees, permits, etc., and labor and do all work necessary to complete the Work. The Work to be completed by Contractor is more fully described in Exhibit D (Group Delphi Proposal).

4.10 Contractor agrees not to perform any extra or change order work without written authorization from the EPM and further agrees that it shall be entitled to no compensation for extra or change order work performed without such written authorization. The Work shall be based upon and in conformance with the Construction Documents. Contractor shall use experienced trades people and first quality materials.

5.0 STANDARD OF CARE

5.1 In performing the Work, Contractor shall exercise the standard of care required for first-class Facility exhibit fabrication and installation commissions of similar size, budget and complexity and in locations similar to the Project.

5.2 Wherever in the Contract Documents, or in any directions given by the EPM, it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the following general specifications shall apply:

5.2.1 Design, fabrication and installation shall meet the standards required to provide the Department with first class, fully functional, exhibitry, designed and fabricated in a manner consistent with the quality standards found in herein.

5.2.2 Materials or manufactured articles shall be of the grade, in quality and workmanship, consistent with the requirements of this Agreement and obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the customary standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. All Work shall be consistent with the Contract Documents.

5.3 Contractor shall carry out the Work with due diligence, care and efficiency in a workmanlike manner so as to promote the purpose of this Agreement.

6.0 SCHEDULE

6.1 The Work associated with the Exhibit shall commence on the Effective Date and proceed according to a milestone schedule with timelines for completion prepared by the Contractor, approved by the Department and attached to this Agreement as Exhibit E ("Schedule") or as modified by mutual agreement. Contractor's schedule identifies the milestones of the Work and the deliverables, and/or progress points, to be provided or reached, as the case may be, as a condition to the Department's obligation to make payments to Contractor for associated services.

6.2 The Schedule includes allowances for periods of time required for the Department's review and approval of submissions by authorities having jurisdiction over the Project. Time limits established by the Schedule shall not, except for reasonable cause, be exceeded by the Contractor or the Department.

6.3 The Department will, to the extent possible, allow the consistent Contractor access to the site during the course of the installation. Contractor acknowledges that its work at the Department's facilities may be restricted to times which, in the Department's Exhibit Project Manager's judgment, minimize any adverse impact on the Department's operations.

6.4 Time is of the essence of this Agreement. Contractor's work shall commence upon execution of this Agreement and shall proceed so as not to delay the progress of the Project. Should Contractor, by its negligence or its failure to properly expedite its work, be entirely or partially responsible for the Department taking over the work or a portion of the work or the assessment of damages, Contractor hereby agrees to repay the Department its proportionate share of any additional expense occasioned by such action.

6.5 In the event of encountering conditions which could not be reasonably foreseen and which were not caused by Contractor, work being performed by Department or its agents not being complete and causing a delay in Contractor's performance, and/or additions to the scope of the work to be performed by Contractor, time shall be added to the duration of Contractor's performance.

6.6 The Department and Contractor recognize that time is of the essence of this Agreement and that the Department shall suffer financial loss in the form of lost revenues, contract administration expenses (including project management and consultants' expenses), delay and loss of public use of the Exhibit if the Work is not completed within the time specified in

Attachment, herein, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and the Department agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by the Department because of a delay in completion of the Work.

6.7 Accordingly, and not withstanding any changes in the schedule approved by the Department, the Department and Contractor agree to the following liquidated damages measures that shall apply separately and cumulatively in the event that Contractor is materially responsible for a delay in completion of the Exhibit:

6.8 Contractor shall pay the Department liquidated damages for each calendar day that expires after the date specified in Attachment hereof for completion of installation until the installation of the Exhibit is complete. The sum of Five Hundred Dollars ($500) per calendar day following the scheduled installation completion date.

6.9 These measures of liquidated damages shall be presumed to be, except as provided below, the damages suffered by the Department resulting from delay in completion of the Project.

6.10 Liquidated damages for delay shall only cover and be in lieu of actual damages suffered by the Department as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, damages suffered by others who then seek to recover their damages from the Department (for example, delay claims of other Contractors or subcontractors), and legal costs thereof.

6.11 Contractor shall be excused for any delay in completion of the Exhibit to the extent such delay is caused by any of the following:

6.11.1 Department caused delays, which shall mean:

a. Delays due to the suspension of the Work requested by the Department;
b. Delays due to the suspension of the Work by a failure of the Department to pay undisputed amounts due to Contractor for which Contractor has notified the Department of its intent to suspend and provided Department a reasonable opportunity to make such payment;

c. Delays resulting from the materially negligent acts or omissions of the Department

d. Delays resulting from the failure of Department to provide timely responses to Contractor's submittals for approval by Department.

e. Delays due to changes in availability of building for installation.

6.11.2 Force Majeure delays. Neither party shall be liable for its failure to perform any obligation under this Agreement to the extent that the failure is due to causes beyond its reasonable control such as, but not limited to, fire, flood, strikes, labor disturbances, war (declared or undeclared), embargoes, blockades, riots or insurrections.

6.11.3 Delays caused by the acts or omissions of a governmental authority or utility unless such delay is occasioned by the negligence of Contractor or occasioned by Contractor's failure to comply with its obligations under this Agreement or Contractor's failure to take such steps as a competent party performing similar work under similar conditions would have taken.

7.0 REDESIGN OBLIGATION

The Contractor acknowledges that the Department's Project budget requires the following:

7.1 The Exhibit shall be designed, fabricated and installed at a total cost not to exceed the maximum cost shown in Exhibit A, Pricing and Billing Schedule as the same may be adjusted by mutual written agreement of the parties, herein referred to as ("Maximum Cost").

7.2 If the foregoing Maximum Cost is exceeded by the Department-approved cost estimate prepared by the Contractor during the Design Development or Construction Document phases, or is exceeded during fabrication and installation, then Contractor, at no additional cost to the Department, shall modify the documents on which such estimates are based to the Department's reasonable satisfaction to cause the fabrication and installation cost of the Exhibit to comply with the Maximum Cost.

7.3 The Contractor shall be permitted to include in the Construction Documents alternates approved by the Department as may be necessary to adjust the fabrication and installation cost to the Maximum Cost limit.

7.4 The Exhibit shall not require any material alteration of surrounding facility shell space once such space is completed in accordance with

the construction documents prepared by such shell space being defined to include existing walls, floors and ceilings as well as existing mechanical, electrical, plumbing, HVAC, life safety and structural systems) other than that already reflected in the Construction Documents and related Department budgets, without express prior written authorization of the Department. The costs of any such alteration shall be included in each cost estimate prepared by the Contractor hereunder.

8.0 APPROVAL OF WORK

8.1 Approval Defined. "Approval" shall not be deemed to have occurred, and therefore payment will not be due, for any phase of design work until and unless the Department has reviewed and approved, in writing, that phase of work. The Department shall exert best efforts to secure such approval within fifteen (15) working days after receiving the Contractor's submission.

Unless otherwise directed in writing by the Department, the Contractor shall not proceed with the Work of any Exhibit following completion of any Phase unless and until it has received the Department's written approval of all Work performed to date. The Department shall have no obligation to compensate the Contractor for further Work performed without such written approval.

8.2 Review and Approval. In reviewing each phase of the Contractor's Work, as described above, the Department shall have the right to approve, among other things, a) the overall scope and conception of the Work, b) the content of each component of the Work, c) the technical means by which the Work, or any portion thereof, will be configured for communication to the public and d) the Installation of the Work, including whether the Work is installable and/or whether the cost of the Installation is within the approved Maximum Cost. For the purposes of this Agreement, the term "Installation" shall mean the process of affixing or placing the fabricated Work within the space designed by the Contractor.

8.3 Revision. If the Work or any part thereof is unsatisfactory to the Department, the Contractor shall use best efforts to revise the Work in a timely manner to the Department's satisfaction. So long as such revisions are within the scope of previous Department approvals, including without limitation approved budgets, they will be performed at no charge to the Department. In the event Contractor fails to make the Work satisfactory, and in the Department's sole discretion the work is unsuitable for Presentation, as hereinafter defined, then nothing in this Agreement shall be construed to require the Department to display, distribute, exhibit or otherwise present the Work to the public.

8.4 Approved Authority. Authority to approve the Work of the Contractor is vested in the Department or the Department's authorized representative specifically the EPM.

8.5 The Department, through Its EPM, shall provide direction to Contractor and final approvals of Contractor's Work and Deliverables. CPM shall participate in ongoing shop drawing and submittal reviews and approvals, sketch clarifications and design refinements with the EPM as the Work progresses.

8.6 Any Department review or approval of any submissions from Contractor in any medium is for general conformance with the Department's requirements, and shall not relieve Contractor of its responsibility for performing services under this Agreement in conformity with the legally mandated standard of care and the terms and conditions of this Agreement.

9.0 PRESENTATION OF THE WORK

In the Department's sole discretion, the Department may or may not display, distribute, exhibit and otherwise present the Work to the public in any manner, and at any time and for any length of time, either alone or as a part of an exhibition, independently or in collaboration with other institutions or third parties, including the Department's affiliates (the "Presentation")**.**

10.0 DEPARTMENT TO PROVIDE

The Department shall provide Contractor with:

a) access to the work area in a manner as may be set forth from time to time by the EPM.

b) water, electrical and sanitary facilities as reasonably required for the installation of the Work at the Facility;

c) parking as reasonably available for Contractor's employees during the hours in which the Work is being installed at the Facility; and,

d) an area near the work site for Contractor's use in the storage of its equipment and supplies during installation at the Facility.

11.0 INTELLECTUAL PROPERTY

11.1 Department's Rights. The Department's rights to the Work are as set forth, *inter alia*, herein. The Contractor acknowledges and understands that the Department, as owner of all right, title and interest in

and to the Work (all of which shall be considered to be Work For Hire), may choose to photograph and otherwise reproduce, display, distribute, present, and otherwise use the Work, in whole or in part, in any media now known or not yet invented, including but not limited to catalogs and other publications, promotional materials, and exhibition products, and may authorize or cause others to do the same.

11.2 Consent of Department. The Contractor acknowledges and understands that Contractor may not reproduce, display, distribute or otherwise use the Work, in whole or in part, in other exhibit works or marketing materials or otherwise, or authorize or cause others to do the same, without the prior written consent of the Department, which shall not be unreasonably withheld. The Department may reasonably withhold consent to any proposed use of the Work that would breach the warranty given by Contractor herein.

12.0 OWNERSHIP OF THE WORK & DELIVERABLES

Legal title to the Work shall pass and vest in the Department as the Work is performed and progress payment(s) for the respective portion of the performed Work are made. Once all payments set forth in Attachment have been made, the Department shall own the Work and the Deliverables in their entirety free and clear of all liens or other encumbrances. Contractor agrees to give the Department or its designee(s) all assistance reasonably required to perfect such ownership rights.

13.0 PROPRIETARY INFORMATION; CONFIDENTIALITY

Contractor, its employees, subcontractors and agents, shall hold in strict confidence all information obtained in connection with this Agreement and Contractor's performance hereunder ("Confidential Information"). Contractor shall disclose to its employees, agents, and contractors only so much Confidential Information as such persons must know to fulfill the purposes of this Agreement, and only after entering into non-disclosure agreements, or imposing non-disclosure policies, at least as strict as this Agreement. Contractor shall not disclose Confidential Information to any third party, or use Confidential Information for any purpose other than to facilitate Contractor's performance hereunder, without the Department's prior written consent.

14.0 MORAL RIGHTS / DROIT MORAL

As set forth herein the Contractor by executing this Agreement specifically and irrevocably consents and waives any and all moral rights and visual artist rights granted under any applicable law and understands that the Work may, at the Department's sole discretion and without prior notice to the Contractor, be dismantled, stored, modified, destroyed, reinstalled, relocated, translated or

recreated after the initial display of the Work. So long as the integrity of the Work is preserved, it may continue to be described by the Department as created by the Contractor. Contractor hereby agrees that the integrity of the work is and shall be deemed to be preserved as long as the approved Assembly and Installation Plan is adhered to by the Department.

15.0 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CONTRACTOR

The Contractor hereby represents and warrants to the Department:

(a) that the Work will be and are authentic original works of the Contractor;

(b) that the Contractor has full capacity to enter into and execute the present Agreement, which does not infringe, violate or fail to comply with any legal or administrative provisions, or any agreement, contract or commitment binding on the Contractor;

(c) that the Contractor has the authority to convey the rights in this Agreement and that the Contractor has not previously assigned the rights referred to therein to any other person or entity;

(d) that the Work will be unique and that no identical or substantially similar exhibits will be created by the Contractor;

(e) that in the performance of this Agreement, Contractor shall observe and comply in all respects with the applicable provisions of any regulation, law or ordinance of any kind, of all constituted authorities relating to the manner of performing the Work or to supplying the materials and/or Deliverables and shall refrain during the term of this Agreement from engaging in any activity that may adversely affect, impede or impair in any way and to any extent whatsoever the progress of the Work and the completion and delivery of the Deliverables;

(f) that Contractor is qualified to analyze the Fabrication and Installation Documents and related specifications and documents and inspect the job site with respect to physical conditions impacting the design or the installation of the Work and that it has entered into this Agreement based upon such analysis and inspection and not based upon any representations or statements of the Department or its agents concerning those conditions.

(g) that the Contractor is authorized to conduct business in the State of California and has obtained all licenses required under

California law and other applicable laws to render the services to be provided under this Agreement.

16.0 ADDITIONAL SERVICES

The following work shall be performed only upon the Department's written approval following Contractor's submission of an additional work proposal clearly describing the work proposed (and associated deliverables), its impact on the Schedule and its estimated cost. Estimated cost shall include Contractor's Fee as well as any impact on fabrication or installation budgets. Failure to obtain such written authorization shall be deemed a waiver of all Contractor claims for compensation for such additional work. Additional Services include:

16.1 Making revisions in drawings, specifications or other documents at the Department's direction when such revisions may not be consistent with approvals previously given by the Department.

16.2 Performing work required because of significant changes to the Project, such as size, quality, complexity, or the Department's Schedule, except as may be required to meet the Department's pre-established budget, quality or schedule requirements or resulting from actions taken by Contractor under this Agreement or Contractor's failure to take action required under this Agreement.

17.0 PAYMENT

17.1 Invoicing. The Contractor shall invoice the Department within 15 days following the close of each month by providing the Department with an itemized payment application and supporting documentation substantiating the services provided and the reimbursable costs incurred by Contractor. All payment applications shall be in a form approved by the Department and shall be accompanied by such documentation as the Department may reasonably require.

No payment amount may be exceeded without the Department's advance written approval. Each payment must be approved in writing by the Department.

17.2 Reimbursable Expenses. Monthly payments for reimbursables and allowances shall be made following the receipt of required supporting documentation. Payments of Contractor's fee shall occur following the completion of respective milestones described above, as determined by the Department. Payments to the Contractor will endeavor to be made in United States dollars within 30 days of (1) the Department's approval of the Contractor's payment application and (2) the Department's receipt of all deliverables associated with such payment application, or the Department's confirmation that the Work has progressed satisfactorily

toward the required Schedule milestones, in either case consistent with Exhibit.

17.3 Performance. In the event of any payment dispute, the Contractor shall continue to perform the Work and the Department will continue paying all amounts not in dispute.

17.4 Fees Not Subject to Increase. It is understood and acknowledged that the Contractor's Fee, comprised of the payments shown above, is a lump sum, fixed fee. Such Fee is not subject to increase based on increases in the cost of labor or materials for associated with the Work or the Exhibit, or for any other reason other than those set forth herein.

17.5 Reimbursable Expenses. Payments to the Contractor as described above, include an allowance intended to cover all reimbursable expenses incurred in connection with the Work. The Contractor may draw on this allowance as required, provided that Contractor provides the Department with monthly reports summarizing all draws, both for the past month and to-date. The following expenses are included in the allowance:

17.5.1 Travel to the Facility as necessary in order to ensure that the Exhibit design, Schedule, Budget, operational and other goals are met and otherwise for the successful performance of Contractor's obligations, including reasonable costs of food, lodging, and transportation (defined as economy class airfare and standard commercial budget hotels). Such travel shall include, but not be limited to, an average of at least one trip per month to Los Angeles by the Contractor during design development and construction documents and an average of at least one trip thereafter unless otherwise directed by the Department in writing.

17.6 The Department shall pay only for Work performed under this Agreement that is delivered in English, reflects all measurements in units of measurement consistent with those generally prevalent and in use contractors in the United States, and conforms to the level of detail expected of design documents at the relevant phase of development as established by the standard of care set forth in this Agreement. All Work must be delivered in an electronic form approved by the Department, which the Department may modify at any time upon reasonable notice to Contractor, and shall conform to the graphic and written standards established by the Department.

17.7 Payment by the Department to the Contractor and related approval of the Work shall not be deemed an acceptance of any Work not

conforming to the terms of this Agreement. The Contractor's acceptance of final payment for the Exhibit shall constitute an irrevocable waiver of any further payment claims related to such Exhibit.

18.0 CONTRACTOR'S COORDINATION RESPONSIBILITIES

18.1 Contractor shall work in a diligent manner which facilitates the coordination of its work with that of other design professionals, Department staff, consultants and others on the Project.

18.2 To minimize coordination problems the CPM, as the parties may decide, shall attend Project coordination and management meetings in Los Angeles or via video/telephone conferencing or other mutually agreed upon communication medium as may be scheduled from time to time by the Department. Although not required to attend each such meeting, Contractor's consultants shall attend such meetings as reasonably necessary in order to properly facilitate the Work without additional cost.

18.3 It is understood that the Department shall assign an EPM. The Contractor will make the CPM available to the EPM as reasonably required and provide all information required by Department staff to fulfill their responsibilities for managing the Project budgets and schedules. The Contractor shall coordinate its Work with all other Department staff and consultants whose work is related to exhibit design, including the EPM and Collections curatorial, collections management and conservation specialists, and other staff and consultants responsible for establishing Exhibit content, including broad themes and story lines for each Exhibit and selection of objects.

19.0 CORRECTIONS OF DEFECTS; TERMINATION

19.1 If Contractor fails to start work as scheduled or make the progress required or furnish sufficient skilled workmen or a sufficient quantity of suitable materials or adequate equipment or correct or replace any damaged or defective work or materials, or honor its guarantee, the Department may, at its option, and in addition to any other rights or remedies provided by this agreement or law, after giving Contractor fifteen (15) business days. notice to cure the defects within that time required, take steps to cure the defects itself and charge the entire cost and expense, including attorneys' fees, of such cure to Contractor and deduct such amount from any sums due Contractor. If there is still an amount due Department after such deductions, it shall be paid by Contractor to Department. Failure to cure defects within the notice period set forth above, shall also give Department the right at its option, and in addition and without prejudice to any other rights under this Agreement and by law, to terminate Contractor's performance and to take possession, for the purpose of completing the work under this Agreement, of all materials and

supplies owned or controlled by Contractor specific to the Work and to complete the work itself or through others. Contractor shall be entitled to no further payment until completion of the Work. There shall be deducted from such payment, the Department's cost to cure the defects which shall include all other sums due the Department under this Agreement. Any balance shall be paid to Contractor. If the cost to cure the defects exceeds the balance, Contractor shall pay that amount to Department.

19.2 Any provision to the contrary in this Agreement notwithstanding, no payment shall be due Contractor following termination of this Agreement unless and until Contractor provides the Department with all Deliverables produced or required to have been produced by Contractor as of the date of such termination.

20.0 MISCELLANEOUS

20.1 Contractor shall perform its work so that the work site is at all times clean, orderly and free from debris. Upon completion of the Work, Contractor shall remove all unused or excess materials and all equipment, incidentals, utilities and facilities furnished by it and shall clean up any soiled areas and all refuse and debris, and leave the premises clean, orderly and in good condition. Storage on the job site shall be as directed by the Department's Project Manager but at the expense, if any, of Contractor.

20.2 Contractor shall not be entitled to recover damages from the Department as a result of any act, omission or event without proof that it gave the Department, within 3 days of the first occurrence of the act, omission or event, written notice that it was being or would be damaged by such act, omission or event. A failure to provide this notice is conclusive proof of a failure to mitigate damages and a complete defense of the recovery of any damages, including damages for delay, caused by such act, omission or event, and shall apply whether the theory of recovery is legal or equitable or for a tort, including fraud, breach of contract, promissory estoppel or quantum meruit

/

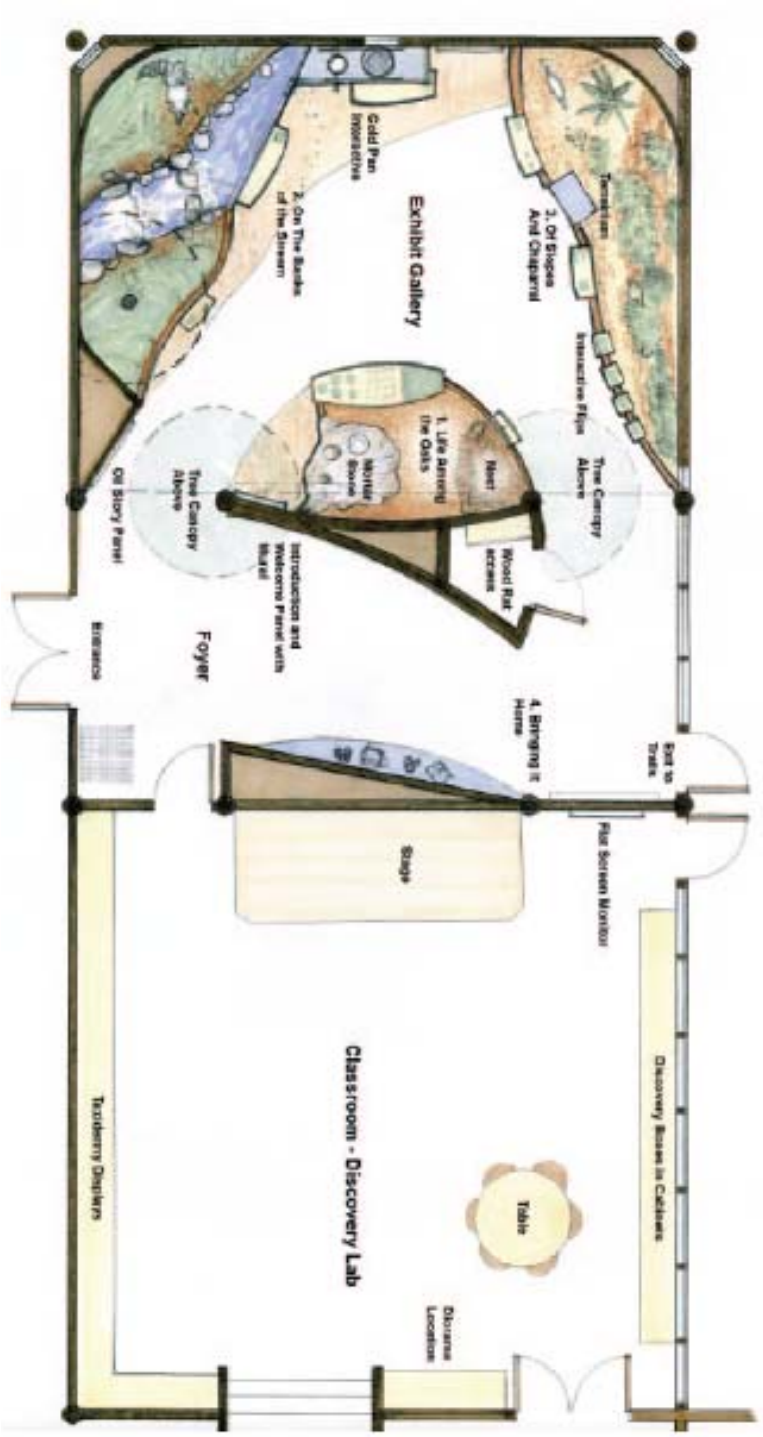
/

/

/

/

FLOOR PLAN


Exit to Trails
Pile Screen Monitor
Discovery Boxes in Cabinets
Stage
4. Bringing It Home
Table
Classroom - Discovery Lab
Diorama Location
Wood Rat ecriens
Nest
Tree Canopy Above
Interactive Flips
Terrarium
3. Of Slopes And Chaparral
Exhibit Gallery
1. Life Among the Oaks
Monitor Stand
Introduction and Welcome Panel with Maps
Foyer
Tree Canopy Above
Entrance
Taxidermy Displays
Gold Pan Interactive
2. On The Banks of the Stream
Oil Story Panel

GROUP DELPHI PROPOSAL

Cost Proposal
For Exhibit Design-Build

The Placerita Canyon Nature Center
LA County Department of Parks & Rec.

October 10th, 2012

Presented By Group Delphi
In Association With The Acorn Group

The Acorn Group

groupdelphi
exhibits ▫ events ▫ environments

groupdelphi
exhibits • events • environments

October 10, 2012

Chester Kano
Sr. Project Manager/Architect
Regional Facilities Agency – Construction
265 Cloverleaf Ave., Baldwin Park, CA 91746

Dear Mr. Kano:

Enclosed please find our cost proposal for exhibit design development, fabrication and installation for the Placerita Canyon Nature Center.

We are pleased to be able to present the same key team members who led the interpretive master planning and concept design for the Friends of Placerita Canyon, and who will also be leading these next phases of exhibit development and production.

Please note that the fabrication line items in our cost proposal are budgetary numbers that we know we can meet through a disciplined design process while still meeting the vision of the exhibit gallery and classroom as called out in the Interpretive Master Plan and Concept Designs, as well as outlined in the scope documents contained within this proposal.

Thank you for your time and consideration.

Sincerely,

Mark Adams

Mark Adams
Museum Project Director
Direct Line: (925) 935-5276
Cell: (925) 395-1337
Mark.adams@groupdelphi.com

Preliminary Schematic Design Deliverables

Overall Plan View at 1/4"
Overall exhibit preliminary lighting and electrical plan
Preliminary Design Scale model
Content outline

Foyer / Introduction / Bringing it Home
Elevation 1
Elevation 2
Mural comp. (black and white drawing)
Materials specifications
Content outline

Life Among the Oaks
Enlarged Plan View
Elevation 1
Elevation 2
Elevation 3
Section 1
Section 2
Mural comp. (black and white drawing)
Materials specifications
Content outline

On the Banks of the Stream
Enlarged Plan View at 1/2" scale
Elevation 1
Elevation 2
Section 1
Mural comp. (black and white drawing)
Materials specifications
Content outline

Of Slopes and Chaparral
Enlarged Plan View at 1/2" scale
Elevation 1
Section 1
Mural comp. (black and white drawing)
Materials specifications
Content outline

Graphic Design Templates

Note: Assumes initial round of drawings with one round of changes. Changes on the revised drawings will be applied to Final Design.

Final Design Deliverables

Overall Plan View at 1/4" scale
Overall Lighting and electrical plan
Site visit trip to verify room dimensions
Final Design Scale Model
Final content outline

Foyer / Introduction / Bringing it Home
Elevation 1
Elevation 2
Exhibit lighting design
Final content outline

Life Among the Oaks
Enlarged Plan View at 1/2" scale
Elevation 1
Elevation 2
Elevation 3
Section 1
Section 2
Color Mural comp.
Exhibit lighting design
Materials specifications
Taxidermy mount design
Final content outline

On the Banks of the Stream
Enlarged Plan View at 1/2" scale
Elevation 1
Elevation 2
Section 1
Color Mural comp.
Exhibit lighting design
Materials specifications
Taxidermy mount design
Final content outline

Of Slopes and Chaparral
Enlarged Plan View at 1/2" scale
Elevation 1
Section 1
Color Mural comp.
Exhibit lighting design
Materials specifications
Taxidermy mount design
Final content outline

Drawing Package

Note: Assumes initial round of drawings with one round of changes. Changes on the revised drawings will be applied to Final Design.

Assumptions for Text Writing and Graphic Design

Scope of work:
Background research on content and photo availability
Content development
Development of graphic design standards and template (based on 36 x 24")
Development of text, including one round of revisions
Preliminary design and layout of material itemized below (Includes one round of revisions)
Final design and layout of material itemized below
Preparation of digital files of material itemized below according to Group Delphi specifications
Two on-site client meetings; conference calls as needed (up to five); ongoing communication via email
Exclusion: Revision time for more than one round of revisions.

Foyer
Large-format photograph + quote

Life among Oaks
Large-format photograph
Interpretive panel on southern oak woodland ecology
Interpretive panel on crepuscular and nocturnal wildlife
One side of each of five oak woodland building blocks
Interpretive panel on tribal boundaries (map) and material cultures
Interpretive panel (reading rail) on artifacts, acorn processing, traditions carried on

On Banks of Stream
Large-format photograph
Interpretive panel on Placerita Creek as habitat
Interpretive panel on creek's connection to Santa Clara River and the concept of watershed
Interpretive panel on rare, threatened, and endangered species
Energy cards (10) for game
Interpretive panel on canyon's gold history
Gold/pyrite placard
Oil panel or equivalent
Interpretive panel on Walker and Vani
Geological forces panel

Of Slopes and Chaparral
Large-format photograph
Interpretive panel on chaparral climate and adaptations
Panel (survive and thrive), (reading rail)
Field identification cards (6)
Flip lids (4)
Interpretive panel on fire ecology
Panel (fire adaptations), (reading rail)
Panel for film clips
Layout of quotes about the urban-wildlands interface

Bringing It Home
Interpretive panel on Natural Areas and LEED-designation
Interpretive panel on staff and volunteer practices
Interpretive panel on visitor activities
Panel for "Nature Notes"
Layout of exit quote

Classroom
Five 36 x 6" footer panels (text only) to accompany classroom mural

groupdelphi

DELPHI

Invoice

Page: 1

INVOICE NUMBER:
INVOICE DATE:
CUSTOMER PO #:
TERMS: Due Upon Receipt

SOLD TO:

Placerita Canyon Nature Center

Exhibit Design Fee

Sample Invoicing Format:

SITE:

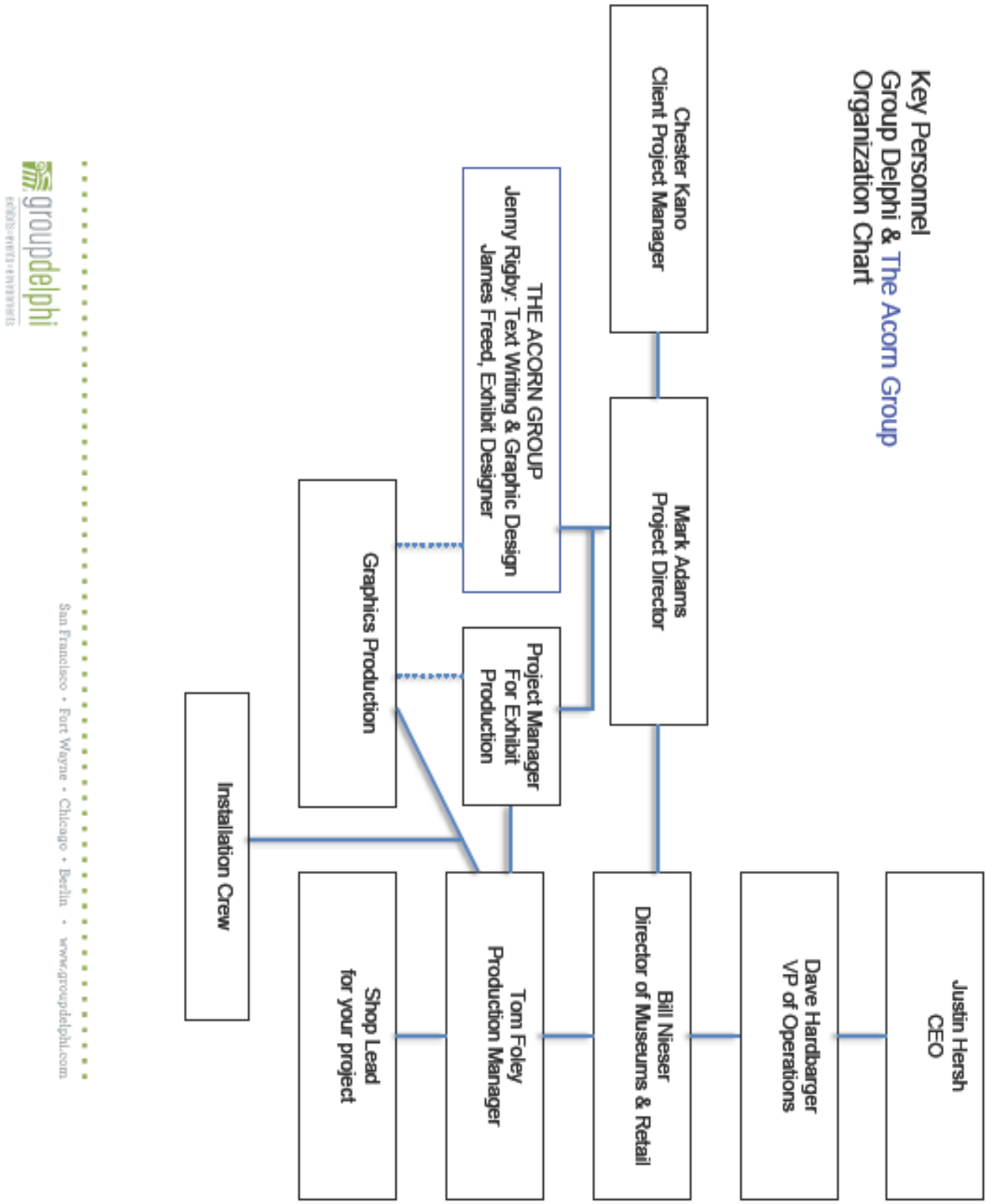
		BUDGET				THIS INVOICE		
		Qty	Unit	Rate	Subtotal	Hrs this invoice	% complete	Amount
A.	**Jenny Rigby, The Acorn Group**							
1	**Preliminary Design**							
1.1	Content Development	10.0	hr	$98	$980.00	5.00	50%	$490.00
1.2	Text Writing	80.0	hr	$98	$7,840.00	20.00	25%	$1,960.00
1.3	Graphic Design	21.0	hr	$98	$2,058.00	5.00	24%	$490.00
1.4	Meetings	4.0	hr	$98	$392.00	2.00	50%	$196.00
				Subtotals	**$11,270.00**		**Subtotal**	**$3,136.00**
2	**Final Design**							
2.1	Final Text Writing	50.102	hr	$98	$4,910.00	0.00	0%	$-
2.2	Final Graphic Design	221.0	hr	$98	$21,658.00	0.00	0%	$-
2.3	Graphics Pre-production	18.0	hr	$98	$1,764.00	0.00	0%	$-
2.4	Meetings	4.0	hr	$98	$392.00	0.00	0%	$-
				Subtotals	**$28,724.00**		**Subtotal**	**$-**

San Francisco · Fort Wayne · Chicago · Berlin · www.groupdelphi.com

groupdelphi

B.	**James Freed, The Acorn Group**							
1	**Preliminary & Schematic Design**							
1.1	Drawings	107.0	hr	$98	$10,486.00	30.00	28%	$2,940.00
1.2	Meetings	5.0	hr	$98	$490.00	2.00	40%	$196.00
				Subtotals	**$10,976.00**		**Subtotal**	**$3,136.00**
2	**Final Design**							
2.1	Drawings	141.663	hr	$98	$13,883.00	0.00	0%	$-
2.2	Meetings	5.0	hr	$98	$490.00	0.00	0%	$-
				Subtotals	**$14,373.00**		**Subtotal**	**$-**
C.	**Travel Costs**							
1	**Preliminary & Schematic Design**							
1.1	Trips: Mark Adams	2.0	ea	$600	$1,200.00	1.00	50%	$600.00
1.2	Trips: James Freed	2.0	ea	$600	$1,200.00	1.00	50%	$600.00
				Subtotals	**$2,400.00**		**Subtotal**	**$1,200.00**
2	**Final Design**							
2.1	Trips: Mark Adams	2.0	ea	$600	$1,200.00	0.00	0%	$-
2.2	Trips: Mark Adams (alone)	1.0	ea	$562	$562.00	0.00	0%	$-
2.3	Trips: James Freed	2.0	ea	$600	$1,200.00	0.00	0%	$-
				Subtotals	**$2,962.00**		**Subtotal**	**$-**
				GRAND TOTAL	**$70,705.00**		**Total this Invoice**	**$7,472.00**
							Tax	**$653.80**

Key Personnel
Group Delphi & The Acorn Group
Organization Chart



Key Personnel

Mark Adams, Project Director

Mark will be the lead client contact and will coordinate all aspects of Group Delphi's work, including design development, engineering, interactive exhibit development, fabrication installation, budgets and schedules. Before the merger of GGE and Group Delphi, Mark filled this same role for the Friends of Placerita Canyon in the first two phases of exhibit master planning and concept design.

For over 20 years Mark has worked with museums, science centers, children's museums and visitor centers in all phases of exhibit development, from conceptual design through final design, fabrication and installation.

Mark understands the processes of creating and integrating a full spectrum of exhibit elements, including graphics and signage systems, artifact display cases, interactive exhibits and activities, dioramas and immersive environments, theaters, media productions and traveling exhibitions.

Mark's current and past clients include the San Bernardino County Museum, White Point Education Center / Palos Verdes Land Preserve, Edgewood Nature Center, the Point Reyes Bird Observatory Foundation, the Gulf of the Farallones National Marine Sanctuary, the West Basin Water District, the Sunnyvale Historical Museum, the Denver Museum of Nature and Science, the Hatfield Marine Science Center, the Chabot Observatory and Space Science Center, the California Science Center, the Arizona Science Center, the Science Spectrum, the Burbank Nature Center, the Jackson Rancheria, the Museum of the Central Sierra, the Southern Ute Cultural Center & Museum, the San Mateo County Historical Association, the San Francisco Maritime Museum, the Warner Bros. Visitor Center, the Children's Fairyland of Oakland, the Phoenix Museum of History, the Barona Band of Mission Indians, the Lake Tahoe Visitor Center, the Los Angeles Children's Museum, the Children's Learning Center at the Ballpark in Arlington (The Texas Rangers), the City of Long Beach Solid Waste Management Division, the Carpenter Family Foundation, the Petroleum Museum (Midland, TX.), the Washington County Historical Museum, and the Dwarshak Dam Visitor Center.

Bill Nieser, Director of Museums and Retail, and Partner at Group Delphi

At Group Delphi, Bill Nieser has retained the same position he held at GGE before the merger, and is intimate with the master plan and concept designs developed to date for the Placerita Canyon Nature Center. With 30 years of exhibit production expertise and a member of the GGE team since 1998, Bill helps Group Delphi maintain high standards in the production of exhibits and environments for museums and retail settings. He will be responsible for insuring that all GGE resources are made available as needed in the design, construction and installation of your exhibits. He has been directly involved in all of GGE's high profile museum projects since joining that company. His broad range of skills and knowledge are a strong part of Group Delphi's operational base for ensuring cost-effective, solid solutions while adhering to the design criteria. Bill has been deeply involved and the main point of contact for both the client and the designers on large projects for the The Perot Museum of Nature and Science, Pacific Science Center, San Bernardino County Museum, California State History Museum, The White Point Education Center, The Oakland Museum of California, West Basin Water District, Honolulu Academy of Arts (George Sexton & Associates), Levi Strauss, Chabot and Robert Mondovi Vineyards (West Office Exhibition Design), Boudin (Pentagram Design) as well as many others.

Jon Altimus, Scenic Manager

Jon will be responsible for the production of all diorama elements for your project. He was involved in the conceptual design of the Placerita Canyon exhibits, providing engineering and estimating guidance.

Jon has been creating dioramas for renowned museums and science centers for over 15 years. Clients include the Perot Museum of Nature and Science, San Bernardino County Museum, California Academy of Sciences, Yosemite Valley Visitor Center, The Oakland Museum of California, Aquarium of the Bay, Notre Dame De Namur University Paleontology Hall, The Lindsay Wildlife Museum, the Hong Kong Museum of History, North Carolina State Museum of Natural History, the Coyote Point Museum, Newark Museum, Ford Museum of Flight, Audubon Zoo Insectarium, the Burke Museum, Taiwan Museum of Natural History, Museo Papalote in Mexico City, and the National aquarium in Mar del Plata, Argentina.

Tom Foley, Production Manager

Tom ensures that Group Delphi maintains high standards of performance in fabricating exhibit properties and display graphics. Tom has 20 years experience exhibit industry and his sought-after expertise keeps jobs on time and on budget. He has instituted processes based on his experiences, particularly in logistics and operational procedures. His responsibilities at Group Delphi include directing execution of construction and set-up drawings, specifying materials and providing workable solutions while adhering to design criteria. Tom's museum client list includes the Perot Museum of Nature and Science, Pacific Science Center, San Bernardino County Museum, California State History Museum, The Oakland Museum of California, West Basin Water District, Sunnyvale History Museum, Edgewood Nature Center, The White Point Education Center, Alviso Adobe Historic Park, National Park Service / Alcatraz Visitor Center, Farallones Marine Sanctuary, Jackson Rancheria, Point Reyes Bird Observatory Center, Bank of the West Museum, Intel Museum, Dolby Systems lobby and San Antonio Museum.

David Sinclair, Senior Design Detailer

David will be responsible for creating all constructions documents and shop drawings for your project. For the last 18 years David has been a Detail Designer for museums, science centers, trade show exhibits, and corporate marketing centers. David has worked for Exhibit Place, Exhibit Group and General Graphics before joining Group Delphi more than ten years ago. During his tenure with Group Delphi he directs the Detailing Department and has produced fabrication and engineering drawings for Omneon and Zhone Technologies, as well as drawings sets for various museum projects including the Denver Museum's "Space Odyssey", The Chabot Science Center's "Dragon Skies" traveling exhibit and the new Bay Area Discovery Museum. He also worked on the Perot Museum of Nature and Science, the Pacific Science Center, a retail setting for L'Uomo International at Stanford Shopping Center and a themed environment for the Sony Metreon. David received his Bachelor of Fine Arts in Industrial Design from the Cleveland Institute of Art and was awarded an IDSA Certificate of Recognition for Design Achievement.

Steve Todisco, Senior Estimator

Steve is the Senior Estimator at Group Delphi and is responsible for preparing comprehensive pricing of all Group Delphi's museum & trade show projects. He has over 15 years of experience with Group Delphi in both the estimating and fabrication side of the business.

A graduate of Rhode Island School of Design with an Industrial Design degree, he brings a passion and keen design awareness to projects. His approach strives to blend the client's desires, the context of the estimate and Group Delphi's unique approach to client service and fabrication.

He is a highly motivated, diligent, detail-oriented individual, well organized and dedicated to his work. His background in both design and the practical side of fabrication is reinforced by a methodical approach to problem solving. Steve's broad range of experience ensures that all aspects and scope of the project are accounted for and that the properties are built per estimate.

Steve is additionally responsible for tracking budgets and offering ideas on value engineering throughout the bid and fabrication process. His work on museum projects include "Dragon Skies" at the Oakland Museum of California, The Perot Museum of Nature and Science, the Pacific Science Center, City of Downey Columbia Memorial Space Science Learning Center, the Chicago Children's Museum, the Hawaiian Hall Restoration Project at the Bishop Museum and the Bay Area Discovery Museum.

Jeff Osloka, Senior Project Manager - Internal Production

Jeff expertise in managing high profile projects is based on ten years in this particular role. Prior to this role at GGE, Jeff spent 8 years in the shop in a hands-on role with many of the techniques that he now uses to develop the quick, cost effective engineering solutions for particular problems on the various jobs that he manages. Additionally, Jeff has a deep graphic production background that allows him to interface effectively between the designers and the production staff. Some of his work has included exhibits and installations for the Intel Museum, Jelly Belly Candy Company, Pixar Animation Studios, Dolby Laboratories, Edgewood Nature Center, Alcatraz Visitor Center, White Point Nature Center, and Sunnyvale Historical Visitor Center.

The Acorn Group

Jennifer Rigby, Text Writing and Graphic Design and Principal of The Acorn Group

Director of The Acorn Group, Jennifer Rigby will be doing all text writing and graphic design. She also led the exhibit master planning process for the Friends of Placerita Canyon and worked as a senior designer with Jim Freed during concept design.

Jennifer's training and experience over the last 20 years have earned her a reputation for creating effective, dynamic educational and interpretive experiences. Her projects are nationally recognized, earning awards for Exhibit Design, Print and Media Design, and Interpretive Media Design from the National Association for Interpretation (NAI); Best of Show from the Western Fairs Association; Award of Excellence from the California Parks and Recreation Society; and the National Education Award from the American Zoo and Aquarium Association. She is the recipient of the 2002 California Project Learning Tree Award for Service to Environmental Education, the 2002 California Institute for Biodiversity Educator of the Year Award, and the 2005 Howard Bell Award for outstanding achievements and contributions as a leader in the field by the Association for Environmental and Outdoor Education.

Jenny has served as an advisor on several national curriculum projects, directed the California Department of Education curriculum and compendium project, and served as project manager of the California Plan for Environmental Education and Senate Bill 373 (School Diversion and Environmental Education Law) and as co-consultant on Assembly Bill 1548 (the Education and the Environment Law). Currently she serves as a regional representative and member of the board certification team for the National Association for Interpretation. Previously, she helped develop strategic plans for the North American Association for Environmental Education, California Department of Fish and Game, and California Regional Environmental Education Network.

Her background includes teaching in formal and non-formal institutions, including zoos and aquaria; interpretive writing, exhibit and graphic design; and program evaluation, research and training. She holds a bachelor's degree in social ecology, master's degree in education, and two California teaching credentials. She is certified by NAI as a Certified Interpretive Planner.

James Freed, Senior Designer, The Acorn Group

Jim Freed will be the lead designer throughout all phases of design development. Jim filled this same role for the Friends of Placerita Canyon in the first two phases of exhibit master planning and concept design. He is a gifted exhibit designer with 15 years in the industry. His specialty is conceptual design and three-dimensional development of educational exhibits. A skilled draftsman and illustrator, he also has a background in architectural design. James grew up in the Bay Area and earned a BFA in illustration at the prestigious Art Center College of Design in Pasadena.

After several years as an artist and animator in the software industry, he moved into exhibit design. His design project credits since 1995 include exhibits at the Lindsay Wildlife Center, Discovery Park Visitor Center, Seattle; The Golden Gate Park Visitor Center, San Francisco; The North Carolina Museum of Natural Sciences, Raleigh; Wilder Ranch State Park Visitor Center, Santa Cruz; Bay Area Discovery Museum, San Francisco, Monterey Bay National Marine Sanctuary Trail, Santa Cruz; Kirkland Ranch and Artessa Wineries, Napa; and Yosemite National Park. Jim's work is showcased in several of The Acorn Group's recent projects, including interpretive master plans for the New Mexico Farm and Ranch Heritage Museum; State of Oregon, Coos Bay Region; Chilao Visitor Center; Coral Mountain Regional Park; Agua Hedionda Lagoon Discovery Center; Huntington Beach Wetlands Conservancy Center; George F Canyon Nature Center, and White Point Nature Preserve. Jim is currently working on several other projects with The Acorn Group and Group Delphi.

The Acorn Group

Rates for Key Personnel

Our price proposal includes all anticipated costs for exhibit design and/or fabrication, and we would not expect any additional costs unless the scope or deliverables change from our current understanding of the project.

Group Delphi will not be charging for time that Mark Adams or Bill Nieser spend on your project. Both men are in management positions covered by the general overhead of our firm. (We are charging for travel expenses for Mark Adams.)

Hourly rates for the Group Delphi team:

James Freed, Senior Designer:	$ 98.00
Jenny Rigby, Senior Planner / Designer:	$ 98.00
Estimators:	$ 96.00
Carpenters:	$ 96.00
Scenic Artists:	$105.00
Interactive Specialist:	$105.00
Electrician:	$100.00
CNC:	$125.00
Detailer:	$100.00
Graphics:	$ 96.00
Installers:	$ 96.00
Metal workers	$ 96.00
Finisher:	$ 96.00
Project Manager:	$100.00

References

San Bernardino County Museum *Geological Wonders Hall*

(for GGE & Group Delphi reference)
Richard Valencia
Principal, Platypus Studio
Pasadena, California
323/916-0071

(for GGE reference)
Kathleen Springer, Senior Curator
Division of Geological Sciences
San Bernardino County Museum
(909) 307-2669 ext. 242

(for GGE and Group Delphi reference)
The Perot Museum of Natural History
Scott Rabiet
Amaze Design
Boston, Massachusetts
(617) 367-6300

Chabot Space Science Center's *Bill Nye Climate Gallery*
Andy Amway
Amaze Design
(617) 367-6300

(for GGE and Group Delphi reference)
Chabot Space and Science Center (four major exhibitions over eight years)
Tamara Schwarz, Project Manager
Oakland, CA.
510-336-7349

(for GGE reference)
Kristina Ellis, Education Specialist
Andrea Vona, Executive Director
Palos Verdes Peninsula Land Conservancy
White Point Nature Preserve
Nature Education Visitor Center
Palos Verdes, California
(310) 541-7613

(for GGE reference)
Julia Bott
Executive Director
Edgewood Nature Preserve
Menlo Park, CA 94025
(650) 321-5812

August 17th, 2012

Chester Kano
Sr. Project Manager/Architect
Regional Facilities Agency – Construction
265 Cloverleaf Ave.
Baldwin Park, CA 91746

Dear Mr. Kano:

Over the last eight years GGE and Group Delphi have built and installed several exhibitions at the Chabot Space Science Center.

GGE, under the direction of Bill Nieser, has completed four major galleries: The 'Mars' exhibit in 2003, the 'Solar-Go-Round' exhibit in 2005, 'Living and Working in Space' in 2008, and most recently the 'Bill Nye Climate Lab' in 2010.

In addition, Group Delphi built and installed our 'Dragon Skies' exhibition in 2004.

GGE and Group Delphi's quality of craftsmanship has always been outstanding, and we feel we get a great value for the dollars spent for exhibit fabrication and installation. They have a penchant for paying attention to detail, and their warranty coverage and service has been excellent. Their billing department is always easy to work with while providing invoices that make it easy for us to review what we are being billed for.

Please don't hesitate to call me with any questions you might have about Group Delphi and GGE. We certainly look forward to working with them again on future projects.

Regards,

Tamara Schwarz
Senior Manager of Experience Design
Chabot Space & Science Center
10000 Skyline Blvd, Oakland, CA 94619
p: 510.336.7349 | f: 510.336.7491
tschwarz@chabotspace.org

August 17th, 2012

Chester Kano
Sr. Project Manager/Architect
Regional Facilities Agency – Construction
265 Cloverleaf Ave.
Baldwin Park, CA 91746

Dear Mr. Kano:

I am writing this letter in behalf of Mark Adams and GGE / Group Delphi, as well as for Jenny Rigby of The Acorn Group.

Jenny created the exhibit master plan and conceptual design for our exhibits at The Bill and Jean Lane Education Center, located in the Edgewood County Park and Natural Preserve. The next phases of the project – exhibit design development, fabrication and installation – were directed and performed by GGE. In this process GGE collaborated with The Acorn Group with Jenny continuing through the project to provide design consultation, text writing and graphic design for GGE. We found their collaboration was helpful in retaining the original vision for our exhibits.

We are pleased with the work done by GGE and The Acorn Group and their attention to the many details in programming and interpretation that were important to our exhibit committee. We feel we received a good value for our exhibit budget, and they have been responsive in repairing a couple of minor warranty issues in the gallery. Throughout the project their invoicing process was easy to follow, which is important to our Foundation.

Please don't hesitate to call me with any questions you might have about GGE / Group Delphi and The Acorn Group. We would certainly work work with them again should the opportunity arise.

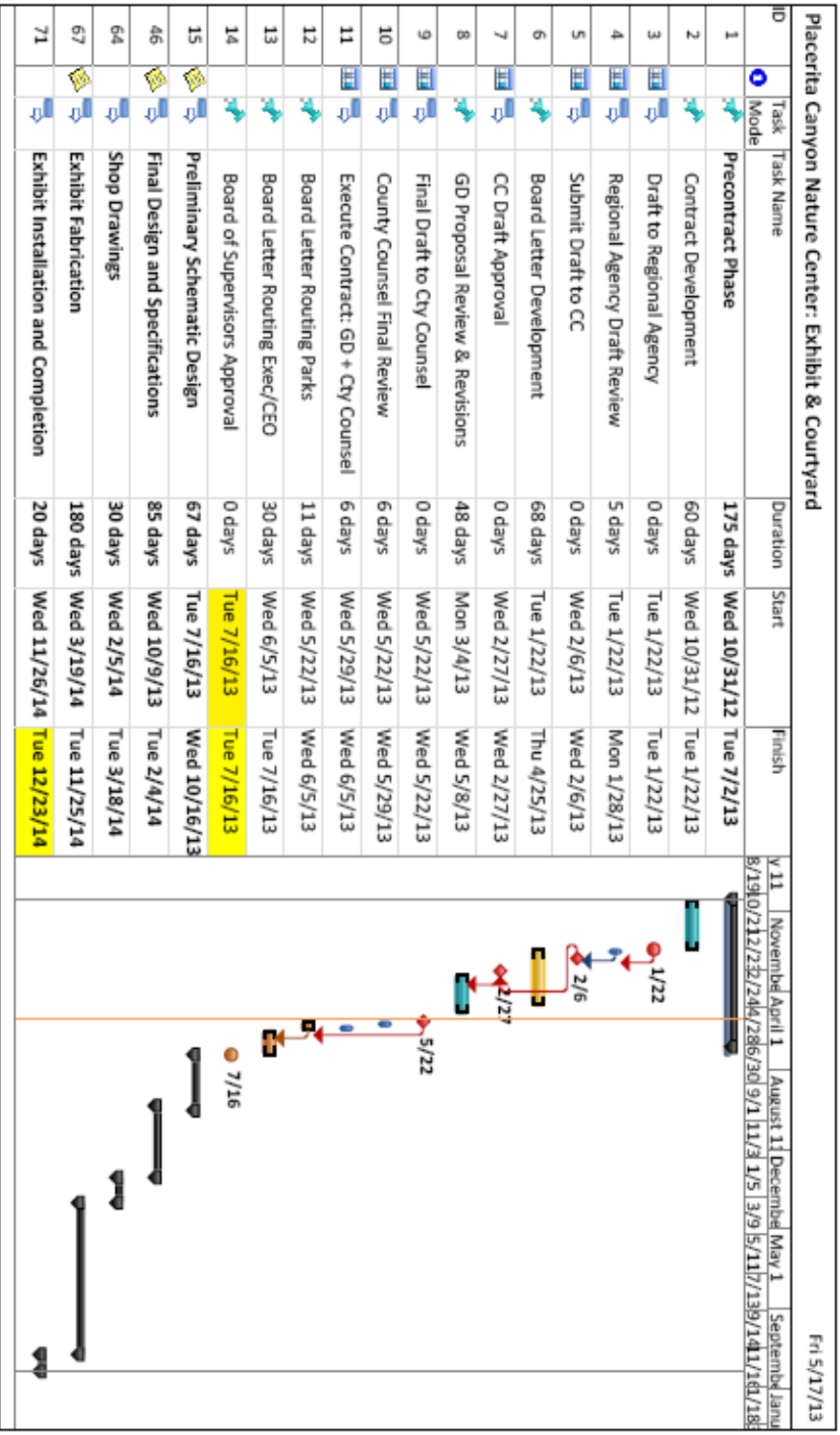
Regards,

Julia Bott
Executive Director
Friends of Edgewood Foundation
215 Bay Road
Menlo Park, CA 94025
650 / 321-5812

SCHEDULE

Placerita Canyon Nature Center: Exhibit & Courtyard

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Precontract Phase**	**175 days**	**Wed 10/31/12**	**Tue 7/2/13**
2		Contract Development	60 days	Wed 10/31/12	Tue 1/22/13
3		Draft to Regional Agency	0 days	Tue 1/22/13	Tue 1/22/13
4		Regional Agency Draft Review	5 days	Tue 1/22/13	Mon 1/28/13
5		Submit Draft to CC	0 days	Wed 2/6/13	Wed 2/6/13
6		Board Letter Development	68 days	Tue 1/22/13	Thu 4/25/13
7		CC Draft Approval	0 days	Wed 2/27/13	Wed 2/27/13
8		GD Proposal Review & Revisions	48 days	Mon 3/4/13	Wed 5/8/13
9		Final Draft to Cty Counsel	0 days	Wed 5/22/13	Wed 5/22/13
10		County Counsel Final Review	6 days	Wed 5/22/13	Wed 5/29/13
11		Execute Contract: GD + Cty Counsel	6 days	Wed 5/29/13	Wed 6/5/13
12		Board Letter Routing Parks	11 days	Wed 5/22/13	Wed 6/5/13
13		Board Letter Routing Exec/CEO	30 days	Wed 6/5/13	Tue 7/16/13
14		Board of Supervisors Approval	0 days	Tue 7/16/13	Tue 7/16/13
15		Preliminary Schematic Design	67 days	Tue 7/16/13	Wed 10/16/13
46		Final Design and Specifications	85 days	Wed 10/9/13	Tue 2/4/14
64		Shop Drawings	30 days	Wed 2/5/14	Tue 3/18/14
67		Exhibit Fabrication	180 days	Wed 3/19/14	Tue 11/25/14
71		Exhibit Installation and Completion	20 days	Wed 11/26/14	Tue 12/23/14



Project: PLAC Exhibit Schedule v3 5-15-13
Date: Fri 5/17/13
* Note: Duration is Work Days (M-F)

Task	External Milestone	Manual Summary Rollup	
Split	Inactive Task	Manual Summary	
Milestone	Inactive Milestone	Start-only	
Summary	Inactive Summary	Finish-only	
Project Summary	Manual Task	Deadline	
External Tasks	Duration-only	Progress	

Page 1

CONTRACTOR'S EEO CERTIFICATION

DELPHI PRODUCTIONS, INC.
Contractor Name

950 W. Tower Ave., Alameda, CA 94501
Address

94-3225117
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☑	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☑	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☑	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☑	No ☐

PAUL PORCHER CFO
Authorized Official's Printed Name and Title

Paul P
Authorized Official's Signature

6-14-13
Date

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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.

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 2012 are less than $50,270 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 7, 2013.

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 from IRS.gov or by calling 1-800-829-3676.

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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 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 2012 and owes no tax but is eligible for a credit of $800, he or she must file a 2012 tax return to get the $800 refund.

Notice 1015 (Rev. 12-2012)
Cat. No. 20599I

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "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 such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A 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 employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

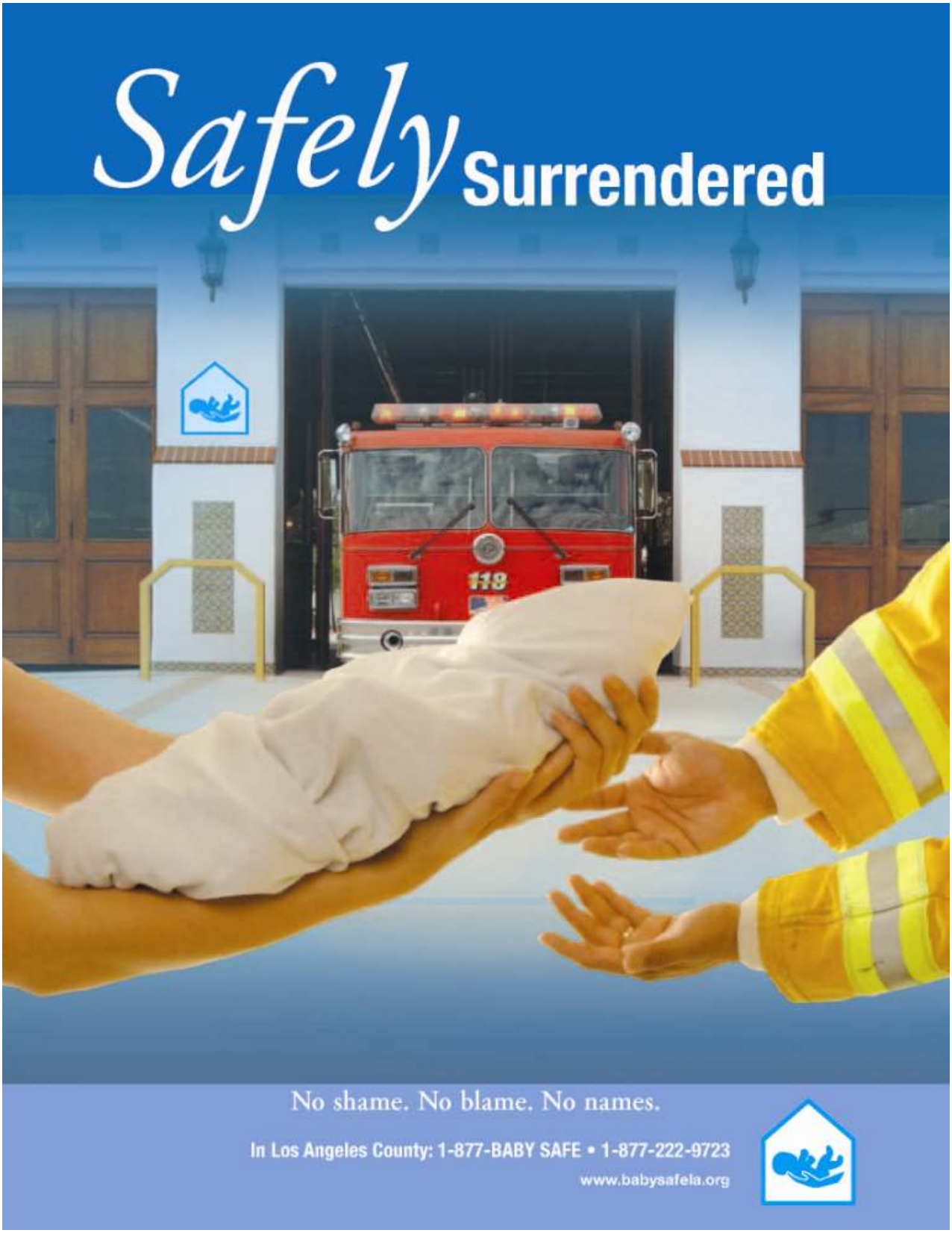
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered 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 surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

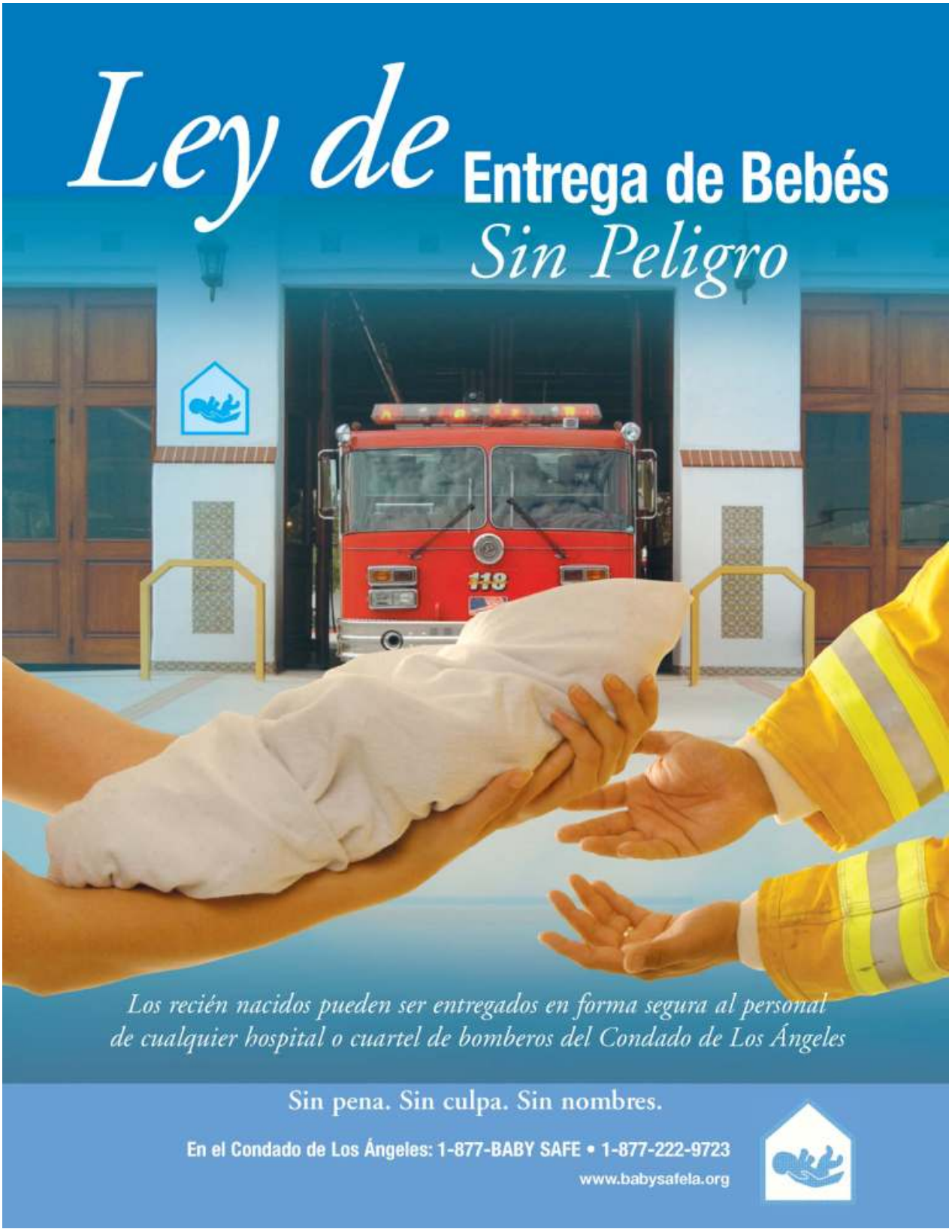
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar 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 Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Exhibit J

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME DELPHI PRODUCTIONS, INC. Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Paul Porcher DATE: 6/14/13

PRINTED NAME: PAUL PORCHER

POSITION: CFO

2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

SMOKING BAN ORDINANCE

ORDINANCE NO._____

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows-

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04,035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and

2 Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]