



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DEWBERRY ENGINEER INC.

FOR

**DIGITAL AERIAL IMAGERY DATA QUALITY
ASSURANCE/QUALITY CONTROL AND DISTRIBUTION
SERVICES**

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**CONTRACT FOR
DIGITAL AERIAL IMAGERY DATA QUALITY ASSURANCE/QUALITY CONTROL AND
DISTRIBUTION SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A Statement of Work
- B Price Sheet
- C Intentionally Omitted
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
DEWBERRY ENGINEER INC.
FOR
DIGITAL AERIAL IMAGERY DATA QUALITY
ASSURANCE/QUALITY CONTROL AND DISTRIBUTION
SERVICES**

This Contract and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles (County), through its Internal Services Department (ISD) and Dewberry Engineers, Inc. (Contractor), to provide Digital Aerial Imagery Data Quality Assurance/Quality Control (QA/QC) and Distribution services.

RECITALS

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, on March 31, 2020, the Board of Supervisors granted the County of Los Angeles Chief Executive Officer authority to approve fiscal, budgetary, contractual, procurement and operational actions for Special Districts; and

WHEREAS, the Contractor is a private firm specializing in providing Digital Aerial Imagery Data Quality Assurance/Quality Control and Distribution Services; and

WHEREAS, the County may contract with private businesses for independent quality assurance/quality control (QA/QC) and distribution services for digital ortho imagery digital terrain models and oblique aerial digital imagery (collectively, "Services") being produced for the County for the benefit of the Los Angeles Regional Imagery Acquisition Consortium (LARIAC) under the direction of the Internal Services Department when certain requirements are met; 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, 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,

ITS-10500-C

such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Price Sheet
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Contractor's Acknowledgement, Confidentiality and Copyright Assignment Agreement
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

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 Accepted:** Accurate, approved and received deliverables.
- 2.2 Board:** Los Angeles County Board of Supervisors.
- 2.3 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.4 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.5 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.6 County Contract Director:** Person designated by County with authority for County on contractual or administrative matters relating

to this Contract that cannot be resolved by the County's Contract Manager.

- 2.7 County Contract Manager:** The person designated by the County to oversee administration of the Contract.
- 2.8 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. 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.
- 2.9 County Project Director:** Person designated by the County to ensure that the objectives of this Contract are met and provide direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements. County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.
- 2.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Internal Services Department (ISD):** Internal Services Department of County of Los Angeles.
- 2.13 Los Angeles Regional Imagery Acquisition Consortium (LARIAC):** Collaborative acquisition program for digital aerial imagery data which has included the participation of more than 30 County departments, more than forty (40) municipalities, and many other public agencies.
- 2.14 QA/QC:** Quality Assurance/Quality Control.
- 2.15 Spatially-Limited Datasets (SLDS) areas:** Geographic area of the entity's jurisdiction plus a one-half mile buffer or mutually agreed upon area.
- 2.16 Statement of Work (SOW):** The SOW, attached as Exhibit A (Statement of Work) to this Contract.
- 2.17 Tasks:** One or more areas of work to be performed under this Contract and identified as a numbered Task in the SOW.
- 2.18 Work:** Any and all Tasks, subtasks, deliverables, goods and other services performed by or on behalf of Contractor in order to develop

and deliver to County the Services, including the work required pursuant to this Agreement, the SOW, and all the Exhibits, Change Orders, and amendments hereto.

3.0 WORK

- 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 herein.
- 3.2 If the Contractor provides any Tasks, deliverables, goods, services, or other Work, other than as specified in this Contract, 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.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated 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 two (2) additional three-year periods and six (6) month to month extensions, for a maximum total Contract term of nine (9) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director of ISD or his/her designee as authorized by the Board of Supervisors. 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 The Contractor shall notify (Department) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

- 5.1 The Contractor shall adhere to Exhibit B (Price Sheet).
- 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, or

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, shall occur only with the County's express prior written approval.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E (County's Administration).

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against 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 County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Price Sheet), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Price Sheet).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Christine Lam
County of Los Angeles
Internal Services Department
9150 Imperial Highway, MS 42
Downey, CA 90242

5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises (LSBE) Prompt Payment Program**

Certified LSBEs will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 Refunds and Other Payments

5.6.1 Contractor shall provide refunds and other moneys due to County such as for overpayments, liquidated damages, or fees assessed pursuant to the PRS, and/or for any other contractual or statutory reason, within thirty (30) days of the date on the written notification or within thirty (30) days from when good faith demand is made for such other moneys.

5.6.2 Contractor shall remit refunds by check, payable to the County of Los Angeles, and mailed to:

Internal Services Department
1100 N. Eastern Ave.
Room 100, Cashier's Office
Los Angeles, CA 90063

County reserves the right to withhold payment, or to reduce payment, to satisfy such unpaid refund obligation that exceeds the thirty (30) day time limit specified above. Contractor shall not withhold services if such payment is

held or reduced. In the event such payment withholding or reduction will not satisfy the refund obligation, and Contractor declines to submit a check to County for the moneys so owed, County reserves the right to terminate this Contract.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E (County's Administration). The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Except as set forth in Paragraph 8.1 (Amendments) of this Contract County Project Director is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

County Project Director for this Contract shall be the following person:

Dr. Steven Steinberg
County of Los Angeles
Internal Services Department
9150 Imperial Highway, MS #3
Downey, CA 90242

The responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

County will notify Contractor in writing of any change in County Project Director.

County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

6.2 County's Project Manager

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

County Project Manager for this Contract shall be the following person:

Christine Lam
County of Los Angeles
Internal Services Department
9150 Imperial Highway, MS 42
Downey, CA 90242

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

County shall notify Contractor in writing of any change in the name or address of County Project Manager.

County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement.

County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 6.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in this paragraph 6.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this paragraph 6.2.

6.3 County's Contract Director

The County's Contract Director, or his or her designee, is responsible for the administration of this Contract ensuring that Contractors are in compliance with terms and conditions of this Contractors and that the objectives of this Contract are met.

6.4 County's Contract Manager

The County's Contract Manager is responsible for overseeing the day-to-day administration of this Contract. The County's Contract Manager reports to the County's Contract Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project

Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

- 7.2.1 In fulfillment of its responsibilities under this Contract, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, task and subtask as required by this Contractor. Contractor shall sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 7.2.2 County 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, including, but not limited to, the Contractor's Project Manager.
- 7.2.3 Subsequent to approval, and at the County's sole discretion, County may disapprove Contractor's Personnel and may require the replacement of such personnel with reasonable justification as determined by County. Reasonable justification may include, change in project priorities, scope, or cost, change in County policies, need for fewer or different personnel, personnel difficulties, performance difficulties, perceived or actual conflicts of interest, or other perceived or actual ethical, legal, or non-legal difficulties.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services at a LARAIC facility under this Contract with a photo identification badge.

7.4 Background and Security Investigations

At any time, County may require the following:

- 7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction

information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 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.
- 7.4.3 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.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County

shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Orders

8.1.1 **Amendment**: For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, the Amendment shall be prepared by the County, signed by the Contractor and executed by the Director of ISD or his/her designee.

8.1.2 **Amendment**: The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of 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 changes, the Amendment shall be prepared by the County, signed by the Contractor and executed by the Director of ISD or his/her designee.

8.1.3 **Amendment**: The Director of ISD or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, the Amendment shall be prepared by the County, signed by the Contractor and executed by the Director of ISD or his/her designee.

8.1.4 **Change Order:** In County's sole discretion, County may request As-Needed Task(s) as stated in the SOW. The following information will be included:

1. Price for As-Needed Task(s) must reflect the price provided in Exhibit B (Price Sheet).
2. Task and deliverable completion schedule shall be agreed upon between County and Contractor.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 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 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 County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 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 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 County in accordance with applicable provisions of this Contract.

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

8.3 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.

8.4 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.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel,

including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 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 D (Contractor's EEO Certification).

8.8 Compliance with County's Jury Service Program

8.8.1 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 (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

8.8.2 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 (5) 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 sub-paragraph, "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 fifty thousand (\$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 forty (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 ninety (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 sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program and Exhibit H (Jury Service Ordinance) 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. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, 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.

8.9 Conflict of Interest

8.9.1 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.

8.9.2 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.

8.10 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.

8.11 Consideration of Hiring Gain/Grow Participants

- 8.11.1 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. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 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.

8.12.2 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 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.

8.12.4 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 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 Exhibit I, 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. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program

8.14.1 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.

8.14.2 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).

8.15 County’s Quality Assurance Plan

The County or its agent(s) will monitor the contractor’s performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board

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.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 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.

8.17.2 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.

8.18 Electronic, Digital, and Facsimile Signatures

The County and the Contractor hereby agree to accept electronic signatures, digital signatures, and facsimile representations of

original signatures of authorized officers of each party for this Contract and any amendments and change orders thereto. The County and the Contractor agree that such electronic signatures, digital signatures, and facsimile representations of original signatures on this Contract and any amendments and change orders thereto are the same as handwritten signatures for purposes of validity, enforceability, admissibility and are legally sufficient evidence that such original signatures have been affixed to this Contract.

8.19 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.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable 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 Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 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 and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 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.

8.22.2 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.

8.22.3 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.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

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 this Section 8.24 and 8.25 (Insurance Coverage) 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.

8.24.1 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 ten (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:

County of Los Angeles
Internal Service Department, Contracting Division, IT
Contracts
9150 E. Imperial Hwy., Mail Stop 46
Downey, CA 90242
Attention: Krystina Ido, ASM II

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.

8.24.2 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.

8.24.3 Cancellation of or Change in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that 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.

8.24.4 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. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 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.

8.24.6 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.

8.24.7 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.

8.24.8 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.

8.24.9 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.

8.24.10 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.

8.24.11 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.

8.24.12 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.

8.24.13 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.

8.24.14 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.

8.25 Insurance Coverage

8.25.1 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

8.25.2 **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.

8.25.3 **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.

8.25.4 **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director of ISD, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of ISD, or his/her designee, at his/her 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. A description of 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 of ISD , or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of ISD, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of ISD , or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of ISD , or his/her designee, 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 of ISD , or his/her designee, 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 specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A (SOW Attachments), Attachment 3 hereunder, 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

(c) 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 the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph 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 the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 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.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 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.

8.28.4 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, physical or mental disability, marital status, or political affiliation.

- 8.28.5 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.
- 8.28.6 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 sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 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 and Housing 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.
- 8.28.8 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.

8.29 Non Exclusivity

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

8.30 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) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of ISD, or designee shall resolve it.

8.32 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.

8.33 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at www.babysafela.org.

8.34 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, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of ISD, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 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 sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) 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.

8.36.2 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 bid 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 action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 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:

- The Contractor shall develop all publicity material in a professional manner; and
- 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 County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 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.

8.38.1 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).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 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 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.

8.39 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.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance 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.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 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.
- 8.40.5 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.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 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.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Internal Service Department, Contracting Division, IT
Contracts
9150 E. Imperial Hwy., Mail Stop 46
Downey, CA 90242
Attention: Krystina Ido, ASM II

before any Subcontractor employee may perform any work hereunder.

8.41 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 sub-paragraph 8.14 (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 sub-paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 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 notice of termination to the Contractor 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.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, 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. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 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 the 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 if such default arises out of causes beyond the control of both the Contractor and 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 sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 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.
- 8.44.2 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.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 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.

8.47 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 30th 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.

8.48 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.

8.49 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 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 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.

8.50.2 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.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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.

8.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (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 provision of this contract, failure of Contractor to cure such default within ten (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.

8.53 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor’s staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Local Small Business Enterprise (LSBE) Preference Program

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 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 LSBE.

9.2.3 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 LSBE.

9.2.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (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 to any business 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 State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 Ownership of Materials, Software and Copyright

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. Contractor agrees that its work under this Contract is a "work made for hire" within the meaning and purview of Article 101 of the United States Copyright Act, 17 U.S.C. §101. Contractor hereby forever waives and agrees never to assert against LARAIC or the County, its successor or licensees any and all "moral rights" or rights of authorship or attribution Contractor may have in its work under this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such

original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or

alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Intentionally Omitted

9.6 Social Enterprise (SE) Preference Program

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.6.2 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 SE.

9.6.3 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 SE.

9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than ten 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).

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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's

boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.8.2 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 DVBE.

9.8.3 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 DVBE.

9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

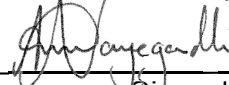
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1) above, the Contractor will 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).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business 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 State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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 Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Dewberry Engineers, Inc.

By 
Signed

Amar Nayegandhi
(Printed)


Senior Vice President
Title

COUNTY OF LOS ANGELES

By _____
Director
Internal Services Department

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Michael D. Owens
Deputy County Counsel

ITS-110500-C



EXHIBIT A

STATEMENT OF WORK

EXHIBIT A

STATEMENT OF WORK TABLE OF CONTENTS

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STATEMENT OF WORK

1.0 SCOPE OF WORK

The Los Angeles Region Imagery Acquisition Consortium (LARIAC) is seeking a Contractor to provide Digital Aerial Imagery Data Quality Assurance/Quality Control (QA/QC) and Distribution Services. LARIAC will contract with Pictometry International Corp. to acquire digital orthophotos at two (2) image resolutions (4" and 9"). The coverage areas for 4 inch and 9 inch orthophotos in Los Angeles County are Project Area 1 for 3,209.5 square miles and Project Area 2 for 1,197.0 square miles, respectively. LARIAC will acquire the digital orthophotos between January 2020 and April 2020. The Contractor will develop a detailed Quality Plan for proposed work which includes, but is not limited to, performing QA/QC on all orthophotos acquired, aerial triangulation, and spot updates for the County's digital terrain model.

2.0 TASK AND DELIVERABLES

Task 1: Major QA/QC Management Tasks

Contractor shall develop a Quality Plan that outlines the project, and deliver the plan during a status and user group meeting for LARIAC that will be scheduled approximately forty-five (45) days following the execution of the contract.

Task 1.1: Status and User Group Meeting

Contractor shall attend one LARIAC status and user group meeting in Los Angeles County to be scheduled by the County Project Director and County Project Manager (County PD/PM) and document key activities and decisions in a written report to be provided to the County PD/PM within one week of the meeting.

Task 1.2: Quality Plan

Contractor shall develop a Quality Plan for the LARIAC Program to include Acceptance Criteria (see Appendix C (SOW Attachments), Attachment 1 (Acceptance Criteria)) for: digital ortho photos at two (2) image resolutions (4" and 9"); aerial triangulation (AT); digital terrain model (DTM) suitable for orthorectification for "spot updates" only (areas of significant grading, i.e. changes to landform and elevation +/- 1 foot as provided by LARIAC participants). Contractor shall draft a Quality Plan incorporating feedback and guidance received during the LARIAC status and user group meeting and submit to County PD/PM within two weeks of the LARIAC status and user group meeting. Quality Plan shall be updated continuously thereafter as new guidance is received from LARIAC.

Task 1.3: LARIAC QA/AC Project Tracking Live Dashboard

Contractor shall develop a LARIAC QA/QC project tracking live dashboard that is updated at least weekly throughout the project that shows the status of all product

tiles from the Pictometry International Corp. by delivery area: (a) delivered to Contractor, (b) reviewed by Contractor with edit calls provided to Pictometry International Corp., (c) corrected by Pictometry International Corp. and delivered to Contractor and (d) delivered by Contractor to County PD/PM and/or its stakeholders and communities. Contractor shall incorporate the project tracking live dashboard into Weekly Progress Reports that report on all activities each week. Contractor may determine the best software to use to create the live dashboard (e.g. Power BI, ArcGIS Online). The dashboard shall be accessible over the internet for viewing and shall be restricted to LARIAC participants. Access shall be administered by County PD/PM. Contractor shall establish the project tracking live dashboard at the end of the first week that products are received from Pictometry International Corp.

Deliverables:

Deliverable 1.1: Attendance at one LARIAC Status and User Group Meeting and provide written report consisting of key activities and decisions.

Deliverable 1.2: Development of Quality Plan (updated continuously)

Deliverable 1.3: Development of LARIAC QA/QC Project Tracking Live Dashboard

Task 2: Development of Aerial Triangulation Reports

Task 2.1: Aerial Triangulation Reports

Contractor shall prepare a report for each of the sixteen (16) Aerial Triangulation (AT) blocks that documents the control(s) used by Pictometry International Corp., and the results of AT adjustment statistics, compared with the AT Acceptance Criteria D1 through D8 documented in Appendix C (SOW Attachments), Attachment 1 (Acceptance Criteria). Each report shall be signed and sealed by an American Society for Photogrammetry and Remote Sensing (ASPRS) Certified Photogrammetrist. Contractor shall submit individual AT reports to County PD/PM within thirty (30) days of receipt of all required AT documentation from Pictometry International Corp. for each AT block as completed.

Deliverable:

Deliverable 2.1: Development of Aerial Triangulation Reports

Task 3: QA/QC of 4" Digital Orthophotos in Urban Areas (Project Area 1)

Task 3.1: 4" Horizontal Accuracy Assessment Reports

Using horizontal photo-identifiable QA/QC checkpoints from LARIAC (2006), LARIAC 2 (2008), LARIAC 3 (2011), LARIAC 4 (2014), and LARIAC 5 (2017), Contractor shall measure ground coordinates of these checkpoints on the 4" orthophoto tiles, and prepare Horizontal Accuracy Assessment Reports for fourteen 4" AT blocks (containing approximately 185,000 4-band ortho frame

counts) consistent with requirements of the ASPRS Positional Accuracy Standards for Digital Geospatial Data and Acceptance Criteria C3 and C4 listed in Appendix C (SOW Attachments), Attachment 1 (Acceptance Criteria). Each Horizontal Accuracy Assessment Report for each 4" AT block shall be submitted to LARIAC within thirty (30) days of receipt of 4" orthophoto tiles covering all such QA/QC checkpoints for each AT block to be evaluated. Each Horizontal Accuracy Assessment Report shall be signed and sealed by an ASPRS Certified Photogrammetrist and a professional land surveyor licensed in California.

Task 3.2: Weekly QC Report for Project Area 1

Contractor shall review all 4" orthophoto tiles (using QC software selected by Contractor) and compare aesthetics of each 4" digital orthophoto GeoTIFF image with Acceptance Criteria A1 through A30, C1, C2, C5 and C6 listed in Appendix C (SOW Attachments), Attachment 1 (Acceptance Criteria). The aesthetic review shall identify color and tone imbalance as well as radiometry, artifacts, smears, warping, distortions, seam lines, mosaicking, and processing errors using commonly accepted professional standards (e.g. ASPRS Positional Accuracy Standards for Digital Geospatial Data; Manual of Photogrammetry by Chris McGlone). Throughout the duration of the orthophoto tiles review, Contractor will submit a QC report each week to Pictometry International Corp. and County PD/PM, including a Microsoft Word document with project information, geodatabase that shows the location of edit calls made, and a live dashboard that lists edit calls by major edit call categories (including, but not limited to, artifact, blurry area, misalignment, seamline, tonal quality, and wavy feature) using codes coordinated with Pictometry International Corp. and County PD/PM. Some production blocks that pass all other Acceptance Criteria will still not be fully accepted until images from adjoining blocks have been received so that the Contractor is able to validate the acceptability of seamline mismatches per Acceptance Criteria C.5 and C.6 listed in Appendix C (SOW Attachments), Attachment 1 (Acceptance Criteria). QC reports for aesthetics shall be submitted weekly, and never later than 30 days after receipt of accepted 4" orthophotos from Pictometry International Corp.

Task 3.3: Review 4" Orthophoto Tiles for SLDS Areas

Contractor shall perform completeness reviews of all 4" orthophoto tiles for countywide datasets and subsets to be used for each of the spatially-limited dataset (SLDS) areas. Contractor shall process orthophoto tiles (1/4 sq mi/tile) as weekly batches are received (at any given point, Contractor may have as much as thirteen thousand (13,000) 4" tiles in queue to process). The Contractor shall deliver the complete processed dataset within sixteen (16) weeks of the date of the first delivery. Contractor shall ensure proper geographic coverage, check file-naming convention, verify that there are no gaps or overlap, ensure that previously rejected tiles have been corrected by Pictometry International Corp. and verify that all datasets are complete and include metadata. Contractor shall document individual 4" orthophoto datasets as complete in Weekly Progress Reports.

Task 3.4: Generate 4" Orthophoto Products for SLDS Areas

Contractor shall generate all 4" orthophoto products required for countywide and spatially-limited datasets. Contractor shall document individual 4" orthophoto datasets as generated and ready for delivery in Weekly Progress Reports, noting tiles that cannot yet be delivered until seamline mismatches are validated per Acceptance Criteria C.5 and C.6 in Appendix C (SOW Attachments), Attachment 1 (Acceptance Criteria).

Deliverables:

- Deliverable 3.1:** Development of 4" Horizontal Accuracy Assessment Reports
- Deliverable 3.2:** Development of Weekly QC Report for Project Area 1
- Deliverable 3.3:** Review of 4" Orthophoto Tiles for SLDS Areas
- Deliverable 3.4:** Generation of 4" Orthophoto Products for SLDS Areas

Task 4: QA/QC of 9": Digital Orthophotos in National Forest Areas (Project Area 2)

Task 4.1: 9" Horizontal Accuracy Assessment Reports

Using 5-10 horizontal photo-identifiable QA/QC checkpoints from National Oceanic and Atmospheric Administration (NOAA) and/or United States Geological Survey (USGS), Contractor shall measure ground coordinates of these checkpoints on the 9" orthophoto tiles, and prepare Horizontal Accuracy Assessment Reports for two 9" AT blocks (containing approximately fifteen thousand (15,000) 4-band ortho frame counts) consistent with requirements of the ASPRS Positional Accuracy Standards for Digital Geospatial Data and Acceptance Criteria B3 and B4 listed in Appendix C (SOW Attachments), Attachment 1 (Acceptance Criteria). Each Horizontal Accuracy Assessment Report for each 9" AT block shall be submitted to County PD/PM within thirty (30) days of receipt of accepted 9" orthophoto tiles covering all such QA/QC checkpoints for each AT block to be evaluated. Each Horizontal Accuracy Assessment Report shall be signed and sealed by an ASPRS Certified Photogrammetrist and a professional land surveyor licensed in California.

Task 4.2: Weekly QC Report for Project Area 2

Throughout the duration of the orthophoto tiles review, contractor shall review all 9" orthophoto tiles (using QC software selected by contractor) and compare aesthetics of each 9" digital orthophoto GeoTIFF image with Acceptance Criteria A1 through A30, B1, B2, B5, C5 and C6 listed in Appendix C (SOW Attachments), Attachment 1 (Acceptance Criteria). Contractor shall submit a QC report each week to Pictometry International Corp. and County PD/PM, including a Microsoft Word document with project information, point shapefiles that show the location of edit calls made, and a live dashboard that lists edit calls by major edit call

categories, using codes coordinated with Pictometry International Corp. and County PD/PM. QC reports for aesthetics shall be submitted weekly.

Task 4.3: Review 9” Orthophoto Tiles for SLDS Areas

Contractor shall perform completeness reviews of all 9” orthophoto tiles in national forest areas for countywide datasets and subsets to be used for each of the SLDS areas. Contractor shall process orthophoto tiles (1/4 sq mi/tile) as weekly batches are received (at any given point, Contractor may have as much as 1,100 9” tiles in queue to process). The Contractor shall deliver the complete processed dataset within sixteen (16) weeks of the date of the first delivery. Ensure that there are no gaps or overlaps and that all datasets are complete and include metadata. Contractor shall document individual 9” orthophoto datasets as complete in Weekly Progress Reports.

Task 4.4: Generate 9” Orthophoto Products for SLDS Areas

Generate all 9” orthophoto products in national forest areas required for countywide and spatially-limited datasets. Contractor shall document individual 9” orthophoto datasets as generated and ready for delivery in Weekly Progress Reports.

Deliverables:

- Deliverable 4.1:** Development of 9” Horizontal Accuracy Assessment Reports
- Deliverable 4.2:** Development of Weekly QC Report for Project Area 2
- Deliverable 4.3:** Review of 9” Orthophoto Tiles for SLDS Areas
- Deliverable 4.4:** Generation of 9” Orthophoto Products for SLDS Areas

Task 5: QA/QC of Photogrammetric Breaklines and Light Detection and Ranging (LiDAR) DTMs in Urban Areas (Project Area 1)

LARIAC participants will identify areas of major development for “spot updates.” The County PD/PM will provide the most recent DTM for these areas.

Task 5.1: Review Updated DTM Tiles

Contractor shall perform completeness reviews of all updated urban area DTM tiles and ensure that there are no gaps and that all datasets are complete and include metadata. Contractor shall document individual DTM tiles as complete in Weekly Progress Reports.

Task 5.2: Generate Updated DTM Products

Contractor shall generate all updated DTM products required for countywide and SLDS. Contractor shall document individual DTM datasets as generated and ready for delivery in Weekly Progress Reports.

Deliverables:

- Deliverable 5.1:** Review of Updated DTM Tiles
- Deliverable 5.2:** Generation of Updated DTM Products

Task 6: QA/QC of Oblique Aerial Digital Images (OADI) from Pictometry International Corp.

The Contractor shall be responsible for completeness and horizontal and vertical accuracy reporting. No aesthetic QC is to be done for the Oblique Imagery.

Task 6.1: Evaluate OADI Image Tiles

Contractor shall evaluate OADI for complete coverage. Contractor shall document tasks as complete in Weekly Progress Reports.

Task 6.2: Evaluate Horizontal Accuracy of OADI Image Tiles

Contractor shall evaluate horizontal accuracy of OADI imagery. This task will not be completed until all OADI images are complete countywide; oblique image accuracies are not evaluated on an individual block basis. Contractor shall document tasks as complete in Weekly Progress Reports.

Task 6.3: Evaluate Vertical Accuracy of OADI Image Tiles

Contractor shall evaluate vertical accuracy of OADI imagery. This task will not be completed until all OADI images are complete countywide; oblique image accuracies are not evaluated on an individual block basis. Contractor shall document tasks as complete in Weekly Progress Reports.

Task 6.4: Generate OADI Deliverables

Contractor shall generate OADI deliverables and provide them to the online viewer. A few of the SLDS Participants (4-5) will receive physical copies of the OADI deliverables, as requested. Contractor shall document OADI datasets as generated and ready for delivery in Weekly Progress Reports.

Deliverables:

- Deliverable 6.1:** Evaluation and documentation of OADI Complete Coverage
- Deliverable 6.2:** Evaluation of Horizontal Accuracy of OADI Imagery
- Deliverable 6.3:** Evaluation of Vertical Accuracy of OADI Imagery
- Deliverable 6.4:** Generation of OADI Deliverables

Task 7: Full Delivery of Countywide and SLDS

The Contractor shall be responsible for the delivery of QA/QC accepted products from Pictometry International Corp. (digital orthophotos) to the County PD/PM as well as to LARIAC participants. All deliverables will be provided within thirty (30) days of receipt of all final accepted datasets from Pictometry International Corp.

Task 7.1: Full Delivery of the Complete Countywide Datasets of All Products to LARIAC Participants Using Transfer Methods Determined By LARIAC Participants

Contractor shall deliver countywide and an estimated forty-five (45) SLDS of all products from Pictometry International Corp. using transfer methods determined by LARIAC Participants. SLDS shall be defined by shapefiles provided by LARIAC Participants to define each spatially-limited area to include buffers. Contractor shall be responsible for full delivery to County & selected LARIAC Participants. "Full delivery" is all data products for the entire County (the entire "data" for the project). All other entities will receive data based on a one-half mile buffer (based on their jurisdiction and appropriate grid system). These are called "spatially limited dataset participants." A shapefile for the delivery area for each LARIAC Participant will be provided by County PD/PM to the Contractor prior to generating delivery.

Task 7.2: Three (3) Year Storage of All LARIAC Data

Contractor shall store all LARIAC data for three years using a cloud-based solution. The Contractor shall be responsible for storing the LARIAC product deliverables for a period of three years after all products have been delivered. Access to LARIAC data is to be restricted to the County, LARIAC participants, and to contractors of LARIAC participants with secured credentials per participant. Access shall be administered by County PD/PM. Download of data from the cloud should be on-demand without delay.

Task 7.3: Full Delivery of All Countywide and SLDS Datasets, Using Hard Drives Purchased By Contractor

Contractor shall provide a cloud-based solution and/or hard drives (up to forty-five (45) and if requested by LARIAC Participants) for data delivery to County & SLDS participants. Access to LARIAC data is to be restricted to the County, LARIAC participants, and to contractors of LARIAC participants with secured credentials per participant. Access shall be administered by County PD/PM. Download of data from the cloud should be on-demand without delay.

Deliverables:

Deliverable 7.1: Full delivery of the complete countywide datasets of all products to LARIAC using transfer methods determined by LARIAC.

Deliverable 7.2: Three-year cloud storage of all LARIAC data.

Deliverable 7.3: Full delivery of all Countywide and SLDS datasets, using cloud-based solution and/or hard drives purchased by Contractor.

Task 8: Additional Data Products

All deliverables for additional data products will be provided within thirty (30) days of receipt of all final datasets from Pictometry International Corp.

Task 8.1: JPEG2000 Dataset

Contractor shall create a JPEG2000 dataset of all tiles (9" and 4" resolution) at a 20:1 compression ratio.

Task 8.2: GEOTIFF Dataset

Contractor shall create a GEOTIFF dataset of all tiles (9" and 4" resolution) with no compression.

Task 8.3: Seamless Imagery Datasets for SLDS

Contractor shall create forty-five (45) seamless imagery datasets in a mutually agreed upon format (e.g. file geodatabase) for each SLDS (based on shapefiles provided by LARIAC Participants), as determined by each SLDS.

Task 8.4: Countywide ECW

Contractor shall generate one countywide Enhanced Compression Wavelet (ECW) and/or one other agreed format mosaic at a mutually agreed upon compression ratio.

Task 8.5: ECW for SLDS

Contractor shall generate 45 ECW and/or one other additional format mosaics for SLDS participants at a mutually agreed upon compression ratio.

Deliverables:

Deliverable 8.1: Provide JPEG2000 set of imagery tiles (9" and 4" resolutions).

Deliverable 8.2: Provide GEOTIFF set of imagery tiles (9" and 4" resolutions).

Deliverable 8.3: Provide 45 seamless imagery datasets for SLDS participants.

Deliverable 8.4: Generate and deliver one countywide ECW and/or one other agreed format mosaic.

Deliverable 8.5: Generate and deliver 45 ECW and/or one other agreed format mosaics for SLDS.

Task 9: Production Management

The Contractor's Project Manager will assume project management duties for project related issues arising during the delivery and QA/QC process. This mechanism could serve as a way to ensure cooperation between all parties (Pictometry International Corp., Contractor, and LARIAC) and also will help identify potential problems before they lead to project delays. More precise guidelines and scope of this effort to be detailed in the LARIAC Quality Plan (deliverable from the Contractor).

Task 9.1: Project Management

Contractor shall assign an internal Project Manager to perform project management duties including attending the LARIAC Status and User Group meeting (Task 1.1, Status and User Group Meeting), participating in teleconference meetings as required by the County PD/PM, communicating between all parties, ensuring tasks and deliverables are achieved, ensuring products are delivered to LARIAC participants on time, identifying potential problems, and resolving problems for duration of the contract.

Task 9.2: On-Call Technical Support

Contractor shall provide on-call technical support during normal business hours and/or mutually agreed hours as required by LARIAC for management of digital orthophotos produced by the Pictometry International Corp., development of acceptance criteria, and resolution of technical issues.

Deliverables may be in the form of emailed recommendations or may be verbal as the result of teleconferences, subsequently formalized by written documentation.

Deliverables:

Deliverable 9.1: Project Management

Deliverable 9.2: On-Call Technical Support

The following are As-Needed Tasks and will be requested by the County PD/PM.

Task 10: QA/QC of Digital Terrain Data (as requested by County PD/PM)

The Contractor shall be responsible for performing QA/QC on digital terrain data received from the Pictometry International Corp. and reviewing photogrammetric breaklines, raster Digital Elevation Model (DEM) and contour lines.

Task 10.1: Perform QA/QC of Digital Terrain Data

Receive Digital Terrain Data (LiDAR.las point cloud or DTM) from Pictometry International Corp., and perform quantitative, qualitative, and completeness

reviews of all data to ensure consistency with requirements of USGS Lidar Base Specification Version 1.0 (2012) and all requirements in Appendix C (SOW Attachments), Attachment 2 (Exhibit A.4 SOW-Digital Terrain Data for Digital Aerial Data) of the County's Agreement with Pictometry; and prepare a Vertical Accuracy Assessment Report for the County of Los Angeles. The Vertical Accuracy Assessment Report will be signed and sealed by an ASPRS Certified Photogrammetrist.

Task 10.2: Review Photogrammetric Breaklines

Review photogrammetric breaklines from Pictometry International Corp. and ensure conformance with all requirements in Appendix C (SOW Attachments), Attachment 2 (Exhibit A.4 SOW-Digital Terrain Data for Digital Aerial Data) of the County's Agreement with Pictometry. Throughout the duration of the photogrammetric breaklines review, Contractor shall submit a QC report each week to Pictometry International Corp. and County PD/PM, including a Microsoft Word document with project information, geodatabase that shows the location of edit calls made, and a live dashboard that lists edit calls by major edit call categories to be determined by the Pictometry International Corp..

Task 10.3: Review Raster DEM

Review raster DEM from Pictometry International Corp. and ensure conformance with all requirements in Appendix C (SOW Attachments), Attachment 2 (Exhibit A.4 SOW-Digital Terrain Data for Digital Aerial Data) of the County's Agreement with Pictometry. Throughout the duration of the raster DEM review, Contractor shall submit a QC report each week to Pictometry International Corp. and County PD/PM, including a Microsoft Word document with project information, geodatabase that shows the location of edit calls made, and a live dashboard that lists edit calls by major edit call categories to be determined by the Pictometry International Corp..

Task 10.4: Review Contour Lines

Review Contours from Pictometry International Corp. and ensure conformance with all requirements in Appendix C (SOW Attachments), Attachment 2 (Exhibit A.4 SOW-Digital Terrain Data for Digital Aerial Data) of the County's Agreement with Pictometry. Throughout the duration of the contours review, Contractor shall submit a QC report each week to Pictometry International Corp. and County PD/PM, including a Microsoft Word document with project information, geodatabase that shows the location of edit calls made, and a live dashboard that lists edit calls by major edit call categories to be determined by the Pictometry International Corp..

Task 10.5: Project Management

Provide project oversight and limited project management duties for project related issues arising during the development of the Digital Terrain Data delivery and

QA/QC process. This will serve to ensure cooperation between all parties (Pictometry, Contractor, and LARIAC) and also will help identify potential problems before they are bigger problems that lead to project delays. More precise guidelines and scope of this effort to be detailed in the LARIAC Quality Plan (deliverable from the Contractor).

Deliverables:

Deliverable 10.1: Single Vertical Accuracy Assessment Report for the Los Angeles County urban area DTM, signed and sealed by an ASPRS Certified Photogrammetrist.

Deliverable 10.2: Development of Weekly QA/QC Report of Photogrammetric Breaklines

Deliverable 10.3: Development of Weekly QA/QC Report of DEM Tiles

Deliverable 10.4: Development of Weekly QA/QC Report of Contours

Deliverable 10.5: Project Management

Task 11: Survey of New QA/QC Checkpoints (as requested by County PD/PM)

Task 11.1: Gather Horizontal QA/QC Checkpoints

Gather additional horizontal QA/QC checkpoints via ground/GPS survey as necessary to complete the Horizontal Accuracy Assessment Reports of each AT block (up to eighteen (18)) with a minimum of six (6) suitable, photo-identifiable horizontal QA/QC checkpoints per block. Horizontal QA/QC checkpoints must satisfy Acceptance Criteria G1 through G5 documented in Appendix C (SOW Attachments), Attachment 1 (Acceptance Criteria).

The need for additional horizontal QA/QC checkpoints cannot be determined until after the Contractor has received all horizontal QA/QC checkpoint data from LARIAC, after Contractor has received the appropriate imagery from the Pictometry International Corp. to determine whether or not those checkpoints can be seen and measured on the digital orthophotos, and after Contractor has determined whether or not it has the six (6) horizontal checkpoints, per AT block, determined to be the minimum necessary for each Horizontal Accuracy Assessment Report.

Task 11.2: Gather Vertical QA/QC Checkpoints

Gather additional vertical QA/QC checkpoints via ground/GPS survey as necessary to complete a Vertical Accuracy Assessment Report with twenty (20) suitable vertical QA/QC checkpoints in each of the five (5) major land cover categories representative of floodplains in Los Angeles County: (a) open terrain, sand, dirt, rock, short grass; (b) tall weeds and crops, (c) scrub and bushes, (d) forested, and (e) urban area asphalt and concrete ground surfaces. These one hundred (100) vertical QA/QC checkpoints must satisfy Acceptance Criteria E1 through E9 documented in Appendix C (SOW Attachments), Attachment 1 (Acceptance Criteria).

The need for additional vertical QA/QC checkpoints cannot be determined until after the Contractor has received all vertical QA/QC checkpoint data from LARIAC, after Contractor has received the appropriate imagery from the Pictometry International Corp. to determine the land cover category appropriate for each checkpoint, and after Contractor has determined whether or not it has the twenty (20) vertical checkpoints, for each of the five (5) major land cover categories, as necessary to prepare a Vertical Accuracy Assessment Report consistent with FEMA and NDEP requirements. Once the need for additional horizontal and/or vertical QA/QC checkpoints have been coordinated with County PD/PM for official funding decisions, Contractor shall complete the ground surveys within thirty (30) days.

Deliverables:

Deliverable 11.1: Horizontal QA/QC Checkpoints (NAD83 State Plane coordinates and digital images of photo-identifiable features that satisfy Acceptance Criteria G1 through G5).

Deliverable 11.2: Vertical QA/QC Checkpoints (NAD83 State Plane coordinates and NAVD88 orthometric heights for vertical checkpoint features that satisfy Acceptance Criteria E1 through E9 for their appropriate land cover categories).

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined on Appendix A (Sample Contract), Paragraph 8.15, County's Quality Assurance Plan.

3.1 Meetings

3.1.1 County and Contractor shall mutually agree to meet quarterly or on as-needed basis. The County PD/PM shall participate in all scheduled meetings between County and the Contractor. Failure to attend a scheduled meeting may cause an assessment of the fee set forth in Appendix C (SOW Attachments), Attachment 3 (Performance Requirements Summary (PRS)).

3.1.2 County will not reimburse for costs associated with attending meetings (e.g. travel, parking, and meeting hours).

3.2 Contract Discrepancy

3.2.1 County will notify Contractor if County finds Contractor is not complying with the Contract. The problem shall be resolved within five (5) business days after notification, or a time period mutually agreed upon by the County and the Contractor. Failure of Contractor to resolve the problem within the time specified may cause an assessment of the fee set forth in Appendix C (SOW Attachments), Attachment 3 (Performance Requirements Summary (PRS)).

3.2.2 The County will determine whether a formal Contract Discrepancy Report (CDR) (Appendix C (SOW Attachments), Attachment 4

(Contract Discrepancy Report (CDR)) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County acknowledging the reported discrepancies. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County within seven (7) business days. Failure of Contractor to submit plan for correction of all deficiencies, within the time specified, may cause an assessment of the fee set forth in the Appendix C (SOW Attachments), Attachment 3 (Performance Requirements Summary (PRS)).

4.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) - Attachment 3:

Performance Requirements Summary sets forth required services that will be monitored by County during the term of this Contract.

The services set forth in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in this Contract and the SOW. In any case of apparent inconsistency between services as stated in this Contract and the SOW and this PRS, the meaning apparent in this Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in this Contract and the SOW, apparent service will be null and void and place no requirement on Contractor.

When Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Deduct payment or assess fees from Contractor by a computed amount based on the deductions/assessment fee(s) in the PRS. Should fees be assessed, Contractor shall issue a check pursuant to Appendix A (Sample Contract), Paragraph 5.6, Refunds and Other Payments.
3. Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of Contractor to comply with, or satisfy the request(s) for improvement of performance, or to perform the neglected work specified within ten (10) business days, shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice(s).

This section does not preclude County's right to terminate Contract, in accordance with Appendix A (Sample Contract), Paragraph 8.42, Termination for Convenience and Paragraph 8.43, Termination for Default.

EXHIBIT A

SOW ATTACHMENTS

**EXHIBIT A
SOW ATTACHMENTS
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ATTACHMENT 1 ACCEPTANCE CRITERIA

Acceptance Criteria A: Completeness and Aesthetics

** Pictometry is responsible for delivering data to Contractor in the correct format and to contractual specifications. Contractor will assure final delivery to LA County is in the correct format.

	Responsible Company	Tested Characteristic	Measure of Acceptability
A		All Scales Orthoimagery	
A.1.	Pictometry to Contractor; then Contractor to LAR-IAC	Media: USB External hard drives	Media is readable, all files accessible, no files corrupted
A.2.	Contractor	Media label	As specified by LA County
A.3.	**	File organization	Files written in tile sheet order
A.4.	Pictometry	File name	Conforms to required convention- based on CA SPCS Zone 5 L6_xxxx_yyya (a-d) for 4 inch and xxxx_yyyy for 9 inch orthos
A.5.	Pictometry	GeoTIFF format	File reads in ESRI (see sample of GeoTIFF header)
A.6.	Pictometry	Files must open in correct location	Files must open with ESRI software
A.7.	Pictometry	Pixel definition	GeoTIFF file must reference to the center of the pixel located in the upper left hand corner of the tile as the point of origin
A.8.	Pictometry	Georeferencing	For correct pixel size 0.33 ft (4 inch) and 9 inch.
A.9.	Pictometry	Vertical Datum	NAVD88
A.10.	Pictometry	Projection	NAD 1983 State Plane – California Zone V
A.11.	Pictometry	Horizontal Datum	NAD 83 reference datum
A.12.	Pictometry	Units	U.S. Survey Feet
A.13.	Pictometry	32 bit 4-band imagery (RGBNIR)r	256 levels of value for each band, 0=black, 255=white
A.14.	Pictometry	Conformance with tile index grid	Tile matches grid, no gaps between tiles at 1:1 view.
A.15.	Pictometry	Coverage	Full tiles; no voids. As indicated in County Data and Reference Maps. The basic rule is at least 500' buffer around LA County boundary (no partial tiles, no seams and no overlaps) with all tiles delivered being full tiles. Flying and image capture teams should be aware of this.
A.16.	Pictometry	Tile grid layout	Full tiles only with no gaps or seams between 4 inch and 9 inch areas. Flying and image capture teams should be aware of this.
A.17.	Pictometry	Metadata	Complies with standard metadata delivered for LAR-IAC5 (to be determined by LA County). Meets minimum FGDC Content Standard.
A.18.	Pictometry	Pictometry sensor anomalies	Contractor will work to identify and correct any

			deficiencies caused by sensor anomalies. These include exaggeration of tall buildings and artifacts that degrade the integrity/usability of the image. Pictometry will be responsible for refights associated with sensor anomalies.
A.19.	Pictometry	Radiometry	Radiometry should be consistent throughout the imagery, on large and small scales. In general, details should be visible in shadow and in bright areas of the images and values of 0 or 255 should be minimal. < 2 percent of values at 0 or 255, to the extent possible per client's radiometry choices. Radiometry target chips (from "Prototype" areas) will be reviewed and approved by the LA County prior to orthoimagery production. The chips will provide a guide and expectation of final imagery appearance.
A.20.	Pictometry	Image Appearance	No image artifacts. Imagery should not appear speckled or pixilated when viewed at compilation scale assumed to be 1"=100' (water surfaces are exempt from this requirement with the exception that water surfaces must meet the "Governor's Test"). For example the water surface of inland bodies of water should be made more consistent so as not to cause concern regarding cleanliness or the water.
A.21.	Pictometry	Color Consistency	Colors should be consistent throughout the content of the 9 inch product and the 4 inch product. The 9 inch product will be color balanced separately from the 4 inch product. Mosaic seamlines should not produce great visual (tonal, brightness) differences in imagery on either side (water being exempt from this requirement). In some instances, greater differences may be allowed if the correction will cause significant degradation of the image content on either side. Color balancing between tiles should be as consistent as possible. No image will be rejected for radiometry inconsistencies without prior approval of LA County.
A.22.	Pictometry	Smears	Normally corrected by adding mass points or breaklines to DTM as necessary to reflect actual terrain or by image processing where appropriate. Where DTM corrections or image processing will result in reduced horizontal accuracy or misrepresentation of the location or appearance of important features (buildings, roads, etc.), the smear will remain untreated. No image will be rejected for smears without prior approval of LA County.
A.23.	Pictometry	Wavy features	Distinct linear ground features (such as road markings, and curbs) should not deviate from

			their apparent path by more than 3 feet measured perpendicular to the feature within any 100 foot length unless correction would reduce overall product accuracy.
A.24.	Pictometry	Mosaic lines	Minimize mosaic lines through buildings. No mosaic lines through above-ground transportation structures carrying automobiles or trains unless unavoidable, as well as foot bridges crossing 2lane roads or larger. Mosaic lines may pass through power transmission towers, cars, trucks and railroad cars.
A.25.	Pictometry	Building lean within Downtown areas (polygons provided by LA County)	Buildings shall not lean to a degree that they a) Intersect with an adjacent building. b) Obscure transportation features.
A.26.	Pictometry	Bridges (polylines provided by LA County)	For accuracy of multi-layered bridge decks identified by LA County, 3D breaklines are required to ensure continuity of deck surfaces. LA County will provide bridge locations countywide in shapefile format (polyline layer)
A.27.	Pictometry	“Governor’s Test”	Imagery should not cause alarm by giving false impression that a bridge is sagging or that there are serious hazards to public safety. This includes inland waterbodies that are used as drinking or recreational sources.
A.28.	Pictometry	Shadows	Shadows should not be of a degree that they obscure surrounding features.
A.29.	**	Leaf-off	N/A
A.30	Pictometry	Urban Canyon (polygons provided by LA County)	Specified “Downtown Areas” have been indicated via shapefile and sent to Contractor and Contractor. Special care will be made in these areas to reduce building lean and shadows. Flying patterns may need to be adjusted for this including restricting capture times to optimal sun angles.
A.31	Pictometry	Infrared Band	The IR band shall be added to the RGB imagery to form a single 4-band image. The IR band will be evaluated to ensure that it is complete without data voids and is properly aligned with the RGB bands.

Acceptance Criteria B: 9-inch GSD

B	9-inch GSD, equivalent to 1”=200’-scale (1:1800)	
B.1.	Ground Resolution	9 inch
B.2.	Tile size	5280’ x 5280’

B.3	RMSE of known ground points measured on the image See ASPRS Class I Standards Page 8, Table 16, and NSSDA Part 3, Appendices 3-A and 3-D for explanation of formulas.	$RMSE_x = RMSE_y = 2.65\text{-ft}$ $RMSE_r = 1.4142 * RMSE_x = 1.4142 * RMSE_y = 1.41\text{ft}$
B.4	NSSDA radial accuracy	NSSDA accuracy (5-10 points) such that $1.73 * RMSE_r < 2.5'$
B.5	Mismatch of features along mosaic lines and production block boundaries of equal scale	Equal to or less than 3 pixels on well-defined ground features (roads, sidewalks, curbs).

Acceptance Criteria C: 4-inch GSD

C	4 inch GSD, equivalent to 1"=100'-scale (1:1200)	
C.1.	Ground Resolution	0.33 U.S. survey foot (2 decimals)
C.2.	Tile size	2640' x 2640' (8000 pixels x 8000 pixels)
C.3.	RMSE of known ground points measured on the image See ASPRS Class I Standards Page 8, Table 16, and NSSDA Part 3, Appendices 3-A and 3-D for explanation of formulas.	$RMSE_x = RMSE_y = 1.0\text{-ft}$ $RMSE_r = 1.4142 * RMSE_x = 1.4142 * RMSE_y = 1.41\text{ft}$
C.4.	NSSDA radial accuracy	NSSDA accuracy (20+ points) such that $1.73 * RMSE_r < 2.5'$
C.5.	Mismatch of features along mosaic lines between pixel resolution blocks of equal scale	Equal to or less than 4 pixels on well-defined ground features (roads, sidewalks, curbs).
C.6.	Mismatch of features between 1-foot and 4-inch images	Equal to or less than the combination of the B.3. and C.5. criteria (4.3') on well-defined ground features (roads, sidewalks, curbs).

Acceptance Criteria D: Aerial triangulation - Pictometry Responsibility

D	Tested Characteristic	Measure of Acceptability
D.1.	Report Format	Conforms to required convention
D.2.	Report Completeness	All information complete and readable; reviewed and signed by a CP.
D.3.	PATB format ASCII AT files	Camera data, photo coordinates (PATB), adjusted control (ptXYZ), Orientations (ORI), and AT log files (aat.log)

D.4.	1"=100' map scale AT Horizontal accuracy against ground control	For 100' AT blocks, RMSE _x and RMSE _y values are acceptable up to 0.35'. RMSE _r is acceptable up to 0.5'. Higher RMSE values are subject to review.
D.5.	1'=200' map scale AT Horizontal accuracy against ground control	For 200' AT blocks, RMSE _x and RMSE _y values are acceptable up to 0.6'. RMSE _r is acceptable up to 0.84'. Higher RMSE values are subject to review.
D.6.	RMSE of control and tie points.	<10 micron in x and y. Higher RMSE values are subject to review.
D.7.	RMSE of survey check points	Not to exceed 12 micron in x and y.
D.8.	NSSDA analysis [E, N] of 20+ QA points	95% within 1.73 * RMSE for corresponding scale

Acceptance Criteria E: Ground Control Acceptance - LA County Responsibility

E	Tested Characteristic	Measure of Acceptability
E.1.	Report Format	Conforms to required convention
E.2.	Report Completeness	All information complete and readable
E.3.	Approval	CA Licensed Surveyor Signature and Seal
E.4.	Monument Record Form	Sufficient information to revisit point, description and picture
E.5.	Network	Meet NGS specifications for Order and Class
E.6.	Geodetic Survey: Horizontal Accuracy	Second Order Class 1 tied to NGS monuments.
E.7.	Geodetic Survey: Vertical Accuracy	Third Order.
E.8.	Coordinate System	California Coordinate System of 1983, Zone 5,
E.9.	Epoch	Epoch date: 2004.0

Acceptance Criteria F: Digital Terrain Model QA (suitable only for orthorectification) - Pictometry Responsibility

F	Tested Characteristic All Scales	Measure of Acceptability
F.1.	Media: DVD 2.0, 4.7 GB single sided (4.3 GB usable)	Media is readable, all files accessible, no files corrupted
F.2.	File organization	Files written one per ortho tile delivered. Only updated tiles are delivered. Size TBD
F.3.	File name	Conforms to required convention
F.4.	Format	Arc generate .lin and pnt files
F.5.	Format	Microstation .dgn Version V8.
F.6.	Georeferencing	Locates in proper tile grid cell
F.7.	Mass point locations	Mass points updated as needed to accurately build terrain to support orthophotos;
F.8.	Breakline locations	Breaklines updated as needed to control bridges, edge of pavement, hydrographic features, ridgelines, retaining walls as needed for orthorectification, none in open water.

F.9.	Continuity	No spikes, holes or blunders; no gaps of sufficient size to affect orthorectification, regardless of perspective center.
F.10.	Breakline Format	Arc generated .lin and pnt files

Acceptance Criteria G: Horizontal QA/QC Point

G	Tested Characteristic All Scales	Measure of Acceptability
G.1.	Visibility on digital imagery	QA/QC checkpoints must be clearly photoidentifiable on images at map scales evaluated (4inch)
G.2.	Well defined	Points must be clearly visible and not elevated (no fence posts, fire hydrants, etc.) that cast shadows
G.3.	Documentation	Each point is documented to describe the photoidentifiable feature surveyed
G.4.	Terrestrial images	Each point is photographed from the ground to help in photo-identification
G.5.	Survey accuracy and description of survey procedure used	Accuracy estimate to include description of survey procedures used to achieve such accuracy

EXHIBIT A.4
STATEMENT OF WORK – DIGITAL TERRAIN DATA
FOR
DIGITAL AERIAL DATA

SECTION 1 – STATEMENT OF WORK**1.1 GENERAL****1.1.1 INTRODUCTION**

Contractor shall deliver under this Statement of Work Digital Terrain Data collected and Delivered in accordance with the USGS LiDAR Base Specification V1.0, 2012, but with two (2) different Quality Levels for Project Area 1 and Project Area 2.

1.1.2 DEFINITIONS

In addition to the terms defined in the Base Agreement, the following definitions shall apply throughout this Exhibit A.4 (Statement of Work – Digital Terrain.

1. Digital Terrain Model (DTM)

The terms “Digital Terrain Model” and “DTM” shall mean the bare earth terrain, LAS Class 2, from which elevated surface features, such as buildings and trees, have been reclassified as LAS Class 1, with the addition of breaklines as needed for hydro-flattening of water bodies.

2. Digital Elevation Model (DEM)

The terms “Digital Elevation Model” and “DEM” shall mean the bare earth terrain (like the DTM), LAS Class 2, from which elevated surface features, such as buildings and trees, have been reclassified as LAS Class 1 – but is represented as a raster (regularly spaced GRID).

3. Digital Surface Model (DSM)

The terms “Digital Surface Model” and “DSM” shall mean the top reflective surface and includes all objects on it (including buildings and trees). Sometimes referred to as “first return” data.

4. LiDAR Point Cloud

The term “LiDAR Point Cloud” shall mean a large set of three dimensional points, collected from LiDAR. Points clouds are almost always 3D. Point clouds have an order of magnitude more features than point datasets. Individual features in point clouds do not typically possess individually meaningful attributes; the information value in a point cloud is derived from the relations among large numbers of features.

1.2 TASKS AND DELIVERABLES**TASK 1 – DEVELOP PROJECT WORK PLAN**

Contractor shall review and analyze the Digital Terrain Data deliverable to be provided under this Agreement and develop a Project Work Plan, which shall be used to accomplish the following:

1. Guide project planning;
2. Document project planning assumptions and constraints;
3. Document project-planning decisions regarding alternatives chosen;
4. Facilitate communication between project stakeholders;
5. Define key management reviews as to content, extent and timing; and

6. Provide a baseline for progress measurement and project control.

DELIVERABLE 1 – PROJECT WORK PLAN

Contractor shall provide for County approval a Project Work Plan document in Word and Portable Document Format (PDF) developed in accordance with Task 1 (Develop Project Work Plan).

TASK 2 – PROVIDE DIGITAL TERRAIN DATASETS (DSM, DTM AND DEM) – PROJECT AREA 1

Contractor shall produce Digital Terrain Datasets for **Project Area 1** to support generation of ortho imagery, 3D visualization, change detection and 1 foot contour generation with breakline data. Digital Terrain Datasets should be produced using LiDAR technology with a combination of stereo compilation for breaklines specified in Acceptance Criterion C.8 for control of bridges, edge of pavement, hydrographic features, ridgelines, and retaining walls as needed for orthorectification and contouring.

The Digital Terrain Datasets shall comply with the following requirements:

1. The DTM nominal pulse spacing (NPS) shall be 0.707 meters or less per LiDAR swath to achieve a density of 2 points per square meter or better.
2. The DTM's vertical accuracy shall be suitable for 1 foot contouring, i.e., Accuracy (z) of 0.60 foot at the ninety-five percent (95%) confidence level.
3. The DTM's horizontal accuracy shall be suitable for 1:1200 mapping, i.e., Accuracy (r) of 3.80 foot at the ninety-five percent (95%) confidence level.
4. The DEM with cell size no greater than 0.7 meters or 2.5 feet, and no less than the design Nominal Pulse Spacing (NPS). Delivery should be in an industry-standard, GIS compatible, 32-bit floating point raster format (ERDAS .IMG preferred). Tiled delivery without overlap; and will show no edge artifacts or mismatch.
5. DEM Void areas shall be coded using a unique NODATA value. This value shall be identified in the appropriate location within the raster file header or external support files (for example, .aux).
6. The DSM is usually referred to as 'first return data'; requirements are the same as the DTM; with a different delivery format.

DELIVERABLE 2 – DIGITAL TERRAIN DATASETS – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 2 (Provide Digital Terrain Datasets (DSM), DTM and DEM) – Project Area 1):

- 2.1 Project documentation outlining procedures and data collected, and reports of accuracy evaluation.
- 2.2 First return data (DSM) in ArcGIS compatible format and CAD compatible format.
- 2.3 Bare-earth DTM incorporating the last return LiDAR data in ArcGIS raster format and CAD compatible format.
- 2.4 **Raw point cloud data that includes the following:**

- a) All swaths, returns, and collected points, fully calibrated and adjusted to ground, by swath.
- b) Fully compliant LAS v 1.2 or v1.3, point Data Record Format 1, 3, 4 or 5.
- c) LAS v1.3 deliverables with waveform data are to use external auxiliary files with the extension .wdp for the storage of waveform packet data.
- d) Correct and properly formatted georeferenced information must be included in all LAS file headers.
- e) GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse.
- f) One file per swath per file, file size not to exceed 2 GB.

2.5 Classified point cloud includes the information in 2.3 above; but also includes a classification scheme. Minimum classified point cloud classification scheme should be as follows:

CODE	DESCRIPTION
1	Processed, but unclassified
2	Bare-earth ground
7*	Noise (low or high; manually identified; if needed)
9	Water
10*	Ignored Ground (Breakline proximity)
11	Withheld (if the Withheld is not implemented in processing software)

* Class 7, Noise, is included as an adjunct to the Withheld bit. All noise points are to be identified using on of these two methods.

* Class 10, Ignored Ground, is for points previously classified as bare-earth but whose proximity to a subsequently added breakline requires that it be excluded during DEM generation.

2.6 FGDC compliant metadata.

TASK 3 – GENERATE CONTOURS WITH ONE FOOT INTERVAL – PROJECT AREA 1

Contractor shall generate contours with 1 foot intervals for **Project Area 1** using DTM prepared in Task 2 (Provide Digital Terrain Datasets (DSM, DTM and DEM) – Project Area 1). Contour lines should be seamless for the entire area as specified in the Statement of Work.

DELIVERABLE 3 – 1 FOOT CONTOURS – PROJECT AREA 1

Contractor shall provide the following Deliverables in accordance with Task 3A (Contours with One Foot Interval – Project Area 1):

- 3.1** ArcGIS shapefiles with contours tiled to LAR-IAC grid system.
- 3.2** AutoCAD drawing file with contours tiled to LAR-IAC grid system.

TASK 4 – PROVIDE DIGITAL TERRAIN DATASETS (DSM, DTM AND DEM) – PROJECT AREA 2

Contractor shall produce Digital Terrain Datasets for **Project Area 2** to support generation of ortho imagery, 3D visualization, change detection and 2 foot contour generation. DTM can be produced by using automatic stereo compilation (from ortho imagery) or can be produced by using LiDAR.

The Digital Terrain Datasets, if created by LIDAR, shall comply with the following requirements:

1. The DTM nominal pulse spacing (NPS) shall be 1.414 meters or less per LiDAR swath to achieve a density of 0.5 points per square meter or better.
2. The DTM's vertical accuracy shall be suitable for 2 foot contouring, i.e., Accuracy (z) of 1.19 feet at the ninety-five percent (95%) confidence level.
3. The DTM's horizontal accuracy shall be suitable for 1:2400 mapping, i.e., Accuracy (r) of 3.80 foot at the ninety-five percent (95%) confidence level.
4. The DEM with cell size no greater than 1 meters or 3.5 feet, and no less than the design Nominal Pulse Spacing (NPS). Delivery should be in an industry-standard, GIS compatible, 32-bit floating point raster format (ERDAS .IMG preferred). Tiled delivery without overlap; and will show no edge artifacts or mismatch.
5. DEM Void areas shall be coded using a unique NODATA value. This value shall be identified in the appropriate location within the raster file header or external support files (for example, .aux).
6. The DSM is usually referred to as 'first return data'; requirements are the same as the DTM; with a different delivery format.

DELIVERABLE 4 – DIGITAL TERRAIN DATASETS – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 4 (Provide Digital Terrain Datasets (DSM), DTM and DEM) – Project Area 2):

- 4.1 Project documentation outlining procedures and data collected, and reports of accuracy evaluation.
- 4.2 First return data (DSM) in ArcGIS compatible format and CAD compatible format.
- 4.3 Bare-earth DTM incorporating the last return LiDAR data in ArcGIS raster format and CAD compatible format.
- 4.4 **Raw point cloud data that includes the following:**
 - a) All swaths, returns, and collected points, fully calibrated and adjusted to ground, by swath.
 - b) Fully compliant LAS v 1.2 or v1.3, point Data Record Format 1, 3, 4 or 5.
 - c) LAS v1.3 deliverables with waveform data are to use external auxiliary files with the extension .wdp for the storage of waveform packet data.
 - d) Correct and properly formatted georeferenced information must be included in all LAS file headers.

EXHIBIT A.4 – STATEMENT OF WORK – DIGITAL TERRAIN DATA

- e) GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse.
- f) One file per swath per file, file size not to exceed 2 GB.

4.5 Classified point cloud includes the information in 2.3 above; but also includes a classification scheme. Minimum classified point cloud classification scheme should be as follows:

CODE	DESCRIPTION
1	Processed, but unclassified
2	Bare-earth ground
7*	Noise (low or high; manually identified; if needed)
9	Water
10*	Ignored Ground (Breakline proximity)
11	Withheld (if the Withheld is not implemented in processing software)

** Class 7, Noise, is included as an adjunct to the Withheld bit. All noise points are to be identified using on of these two methods.*

** Class 10, Ignored Ground, is for points previously classified as bare-earth but whose proximity to a subsequently added breakline requires that it be excluded during DEM generation.*

4.6 FGDC compliant metadata.

TASK 5– GENERATE CONTOURS WITH TWO FOOT INTERVAL – PROJECT AREA 2

Contractor shall generate contours with 2 foot intervals for **Project Area 2** using DTM prepared in Task 4 (Provide Digital Terrain Datasets (DSM, DTM and DEM) – Project Area 2). Contour lines should be seamless for the entire area as specified in the Statement of Work.

DELIVERABLE 5 – 2 FOOT CONTOURS – PROJECT AREA 2

Contractor shall provide the following Deliverables in accordance with Task 5A (Contours with Two Foot Interval – Project Area 2):

- 5.1** ArcGIS shapefiles with contours tiled to LAR-IAC grid system.
- 5.2** AutoCAD drawing file with contours tiled to LAR-IAC grid system.

TASK 6 – CORRECT DIGITAL TERRAIN DATA DEFICIENCIES

Contractor shall correct all Digital Terrain Data Deficiencies identified by County within the Warranty Period, as further described in the Base Agreement of Appendix A (Required Agreement) to the IFB.

DELIVERABLE 6 – FINAL ACCEPTANCE

Final Acceptance shall be reached when Contractor has corrected all Digital Terrain Data Deficiencies.

TASK 7 – PROVIDE OPTIONAL WORK**SUBTASK 7.1 – PROVIDE OPTIONAL PRODUCTS**

If requested and approved by County, Contractor shall provide to County software, tools, data, and other products related to the Digital Terrain data. The Optional Products shall be provided in accordance with Paragraph 5.2 (Optional Work) and Paragraph 4 (Change Notices and Amendments) of the Base Agreement of Appendix A (Required Agreement) to the IFB.

SUBTASK 7.2 – PROVIDE OPTIONAL SERVICES

If requested and approved by County, Contractor shall provide to County on-site implementation support, additional training and other consulting services related to the Digital Terrain Data. The Optional Services shall be provided in accordance with Paragraph 5.2 (Optional Work) and Paragraph 4 (Change Notices and Amendments) of the Base Agreement of Appendix A (Required Agreement) to the IFB.

DELIVERABLE 7 – OPTIONAL WORK

Contractor shall successfully provide Optional Work, including Optional Products and Optional Services, in accordance with Task 7 (Provide Optional Work).

1.3 DIGITAL TERRAIN REQUIREMENTS**1.3.1 DATA REQUIREMENTS**

Remote-sensed digital terrain data will be collected to provide source data for creation of the digital terrain model. Due to the County's desire to have a very high resolution digital terrain data, all data shall be collected to support a minimum 0.707 meter nominal pulse spacing (NPS) for urban areas (Project Area 1) and 1.414 meter NPS for national forest areas (Project Area 2).

1.3.2 EQUIPMENT REQUIREMENTS

Prior to commencing flyovers, Contractor shall clearly identify the equipment (aircraft, digital sensor, etc.) to be used to collect data.

1.3.3 CONTROL ESTABLISHMENT

If it is determined to be necessary by Contractor, additional ground control points, augmenting the County's control points as needed (approximately 200 to 300) to meet the accuracy requirements of this proposal, will be collected by Contractor. All control used in the production of products for this effort shall conform to acceptable errors as set forth by the FGDC. If additional control points are generated as a result of this effort, Contractor will be required to provide these points as an attributed feature layer. The Project Work Plan shall contain a detailed explanation of control methodology and a listing of control data that will be provided under this effort. Collection of up to one hundred (100) additional ground control points may be considered Optional Work.

1.3.4 COLLECTION

Specifications and methodology for the LiDAR flight should include documentation of mission date(s), time, flight altitude, overlap, and airspeed. Flight plans shall be generated and should cover the proposed project areas. Proposal should address how various

environmental conditions will be handled and any special considerations for areas of dense coverage (e.g., locations containing dense foliage).

A complete survey control plan shall be submitted to include collection, processing and incorporation of survey control in the LiDAR processing. The plan should include a detailed description of survey control for quality control and validation checks of the LiDAR dataset.

Specifications for the data collection should include scan angle, along-track, and cross-track, pulse spacing, pulse width and density, and number of returns. LiDAR derived data will have the accuracy required to produce topographic maps including 1-foot elevation contours. Proposed data products shall be prepared to meet the accuracy requirements of ASPRS Guidelines for Vertical Accuracy Reporting for LiDAR Data, Version 1, May 2004.

Proposer should describe the production process used for LAS classification of vegetation or structures in order to determine bare-earth representation. Proposer should describe the approach to definition and resolution of data voids and data artifacts resulting from the mission. Proposer should describe quality assurance and quality control (QA/QC) procedures to ensure the integrity of the LiDAR data. Proposer should describe acceptance test procedures to be used to ensure data conforms to the accuracy requirements.

1.3.5 ACCURACY

DTM accuracy testing will be performed by LAR-IAC consistent with ASPRS Guidelines for Vertical Accuracy Reporting for LiDAR Data, Version 1, May 2004.

In Project Area 1, the Fundamental Vertical Accuracy (FVA) in open terrain shall be 18.13-cm or better at the 95% confidence level, based on RMSEz of 9.25-cm in open terrain. The Consolidated Vertical Accuracy (CVA) in all land cover categories combined shall be 27.2-cm at the 95th percentile.

In Project Area 2, the Fundamental Vertical Accuracy (FVA) in open terrain shall be 36.26-cm or better at the 95% confidence level, based on RMSEz of 18.5-cm in open terrain. The Consolidated Vertical Accuracy (CVA) in all land cover categories combined shall be 54.4-cm at the 95th percentile.

Proposer should describe the methodology for creating the Digital Terrain Datasets using stereo edited LiDAR data. To generate accurate contours at a 1 and 2 foot interval the LiDAR DTM points will be enhanced with photogrammetrically or lidargrammetrically compiled breaklines. Breaklines are defined as ridgelines, retaining walls, edges of pavements or hydrographic features. The LiDAR data points together with the breaklines will form a TIN (Triangular Irregular Network) from which the contours are generated.

Proposals should provide a detailed description of the input data, production process, quality assurance/quality control, and proposed acceptance test methodology for providing the digital terrain data required by this effort.

1.3.6 RE-FLIGHTS

If required, the Contractor will correct unacceptable digital terrain data at no additional cost to LA County. All re-flight coverage shall overlap the accepted LiDAR data by at least two swaths.

1.3.7 PROTOTYPE (TEST) AREA

Contractor will provide County with sample digital terrain data, which will be provided to the QA/QC vendor as well as to County. County will have an opportunity to review the samples, and will give written acceptance of the enhancements prior to the Contractor processing the remainder of the project.

1.3.8 METADATA

FGDC-compliant metadata will be provided for the deliverable digital terrain data and elevation contours data sets. These metadata will be completed using standard industry metadata tools and output in standard file formats for viewing in all widely available viewing utilities.

1.4 ACCEPTANCE CRITERIA

Contractor (and subcontractor) acknowledges that all finished products and final deliverables will be subject to systematic QA/QC, which will be done by an independent geospatial firm, whose services will be solicited by County in conjunction with this Agreement.

The Acceptance Criteria Table with “Tested Characteristics” and “Measure of Acceptability” will be finalized by Contractor and County’s QA/QC vendor during the first month of the project. Contractor will provide in its subcontractor’s Project Work Plan (which is Contractor’s first project deliverable) and County’s QA/QC vendor will provide in its Quality Plan document.

1.4.1 ACCEPTANCE CRITERIA: COMPLETENESS

	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A	All Scales	
A.1.	Information will be delivered by contractor to County, who will load data onto County Servers.	All files successfully copied to County servers, all files accessible, no files corrupted.
A.2.	File organization	Files written in tile sheet order
A.3.	File name	Conforms to required convention- based on CA SPCS Zone 5 L4_ xxxx_ yyyy (a-d).
A.4.	Files must open in correct location	Files must open with ESRI software
A.5.	Vertical Datum	NAVD88 (Feet to 2 decimal places)
A.6.	Projection	NAD 1983 State Plane – California Zone V
A.7.	Horizontal Datum	NAD 83 reference datum
A.8.	Units	U.S. Survey Feet (to 2 decimal places)
A.9	Conformance with tile index grid	Tile matches grid, no gaps between tiles at 1:1 view.
A.10.	Coverage	Full tiles; no data holidays. As indicated in County Data and Reference Maps. The basic rule is at least 500’ buffer around County boundary (no partial tiles, no seams and no overlaps). Flying and image capture teams should be aware of this.

	TESTED CHARACTERISTIC	MEASURE OF ACCEPTABILITY
A	All Scales	
A.11.	Tile grid layout	Full tiles only with no gaps or seams between 4 inch and 1 ft. areas. Flying and image capture teams should be aware of this.
A.12.	Metadata	Complies with standard (to be determined by County; to match LAR-IAC4 metadata). Meets minimum FGDC Content Standard.

1.4.2 ACCEPTANCE CRITERIA B: GROUND CONTROL ACCEPTANCE – COUNTY AND CONTRACTOR RESPONSIBILITY

B	Tested Characteristic	Measure of Acceptability
B.1.	Report Format	Conforms to required convention
B.2.	Report Completeness	All information complete and readable
B.3.	Approval	CA Licensed Surveyor Signature and Seal
B.4.	Monument Record Form	Sufficient information to revisit point, description and picture
B.5.	Network	Meet NGS specifications for Order and Class
B.6.	Geodetic Survey: Horizontal Accuracy	Second Order Class 1 tied to NGS monuments.
B.7.	Geodetic Survey: Vertical Accuracy	Third Order.
B.8.	Coordinate System	California Coordinate System of 1983, Zone 5, US Feet
B.9	Epoch	Epoch date: 2004.0 unless otherwise determined.

1.4.3 ACCEPTANCE CRITERIA C: DIGITAL TERRAIN MODEL QA (SUITABLE ONLY FOR ORTHORECTIFICATION) – CONTRACTOR RESPONSIBILITY

C	Tested Characteristic All Scales	Measure of Acceptability
C.1.	Information will be delivered by contractor to County, who will load data onto County Servers.	All files successfully copied to County servers, all files accessible, no files corrupted.
C.2.	File organization	Files written one per ortho tile provided. Only updated tiles are provided.
C.3.	File name	Conforms to required convention
C.4.	Format	ArcGIS compatible format
C.5.	Format	CAD compatible format
C.6.	Georeferencing	Locates in proper tile grid cell

C	Tested Characteristic All Scales	Measure of Acceptability
C.7.	Mass point locations	Mass points updated as needed to accurately build terrain to support orthophotos;
C.8.	Breakline locations	Breaklines updated as needed to control bridges, edge of pavement, hydrographic features, ridgelines, retaining walls as needed for orthorectification and contouring, none in open water.
C.9.	Continuity	No spikes, holes or blunders; no gaps of sufficient size to affect orthorectification, regardless of perspective center.
C.10.	Breakline Format	Arc generated .lin and pnt files

1.5 **SOFTWARE REQUIREMENTS**

Digital Terrain Data from the project can be viewed using any software that can read and display standard digital terrain data file formats. The LAS format is widely used and software that supports this file format can generally be grouped into two categories; LiDAR viewers and GIS software.

1.6 **COUNTY OBLIGATIONS – ORTHOGONAL IMAGES**

1.6.1 **SYSTEM REQUIREMENTS**

County's system for use of the digital terrain data will have sufficient capabilities and capacity to view and manage digital images.

1.6.2 **COUNTY RESPONSIBILITIES**

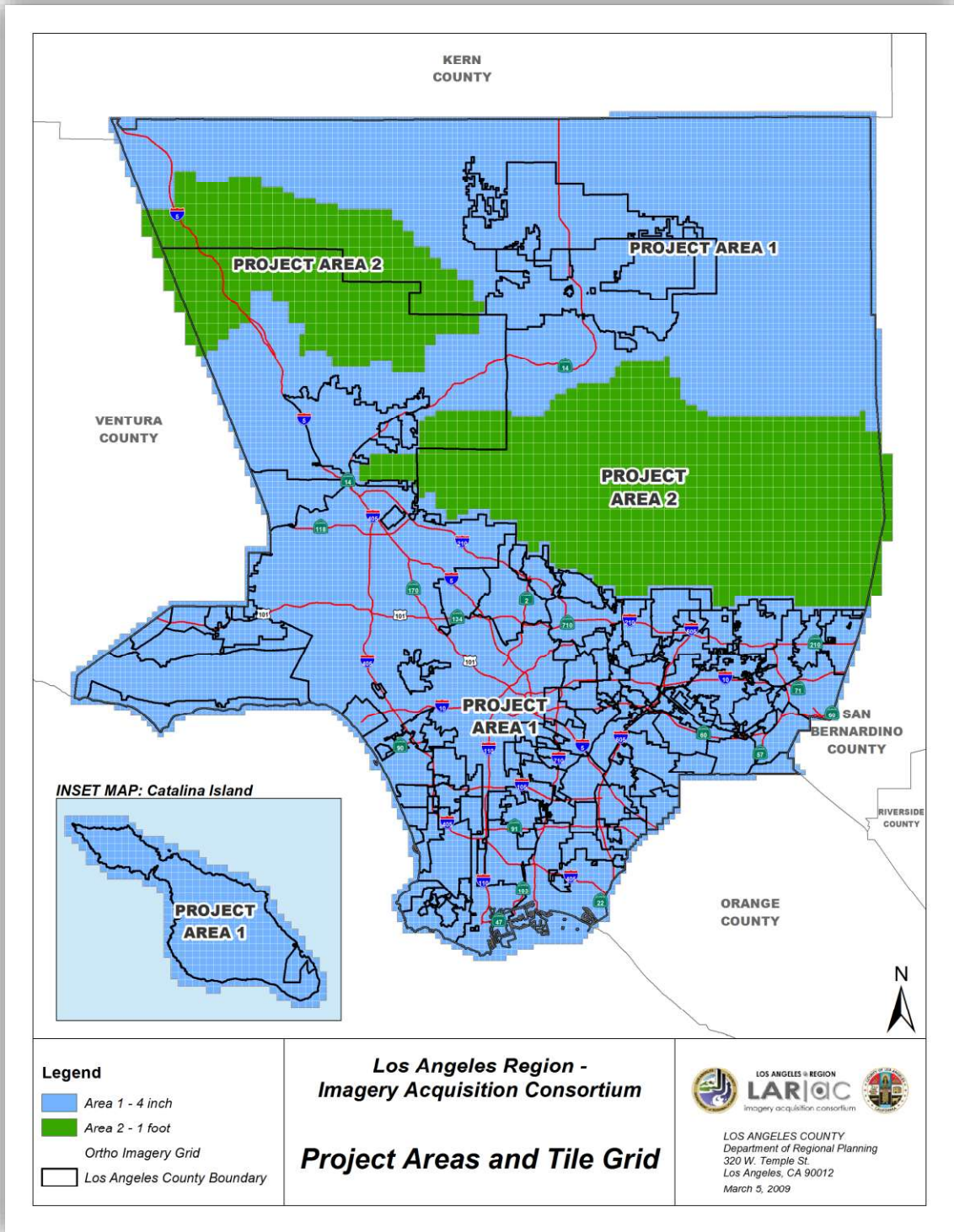
1. County will make available the following countywide information to Contractor at the following URL: <http://egis3.lacounty.gov/dataportal/lariac/lar-iac4/rfp-data/>
 - g) LAR-IAC Project Area Boundaries (shapefile format)
 - h) Detailed County/City Boundaries (for orientation only - shapefile format)
 - i) Grid for project tiles (shapefile format)
 - j) Oblique Aerial Digital Imagery 1 sq. mile sector grid (for orientation only – shapefile format)
 - k) Boundary of Urban Canyons “Downtown Areas” high-rise areas (shapefile format)
 - l) Parcel vector database (for orientation only – shapefile format)
 - m) Existing control cadastral monuments (shapefile format)
 - n) Existing LAR-IAC deliverables in various formats as mutually agreed upon (ie. DTM and/or DSM, first generation 4” ortho imagery)
 - o) Proposed Delivery Areas (shapefile format)
 - p) Proposed Mosaic Tile Areas (shapefile format)
 - q) Boundary of locations that could potentially have large changes in elevation (ie. Significant grading) that would affect ortho imagery rectification
 - r) Other relevant GIS layers mutually determined by the Contractor and County.

EXHIBIT A.4 – STATEMENT OF WORK – DIGITAL TERRAIN DATA

2. Digital Terrain Data (from LiDAR and stereo compilation) provided by County for Contractor will be in ESRI raster format in California State Plane Coordinate System, Zone 5, NAD83, NAVD88.
3. All vector data sets provided by County for Contractor will be in ESRI shapefile format in California State Plane Coordinate System, Zone 5, NAD83, U.S. Survey Feet.
4. County will be responsible for:
 - a) Assignment of all point numbers;
 - b) Provision of blank monument record forms;
 - c) Providing the County Survey Monuments digital files.

1.7 REFERENCE MAPS

1.7.1 PROJECT AREAS AND TILE GRID



PERFORMANCE REQUIREMENTS SUMMARY

No.	SOW Reference	Service	Monitoring Method & Schedule	Service Percent & Cure Period	Liquidated Damages to be Assessed
1.	TASK 1.1: STATUS AND USER GROUP MEETING	<ol style="list-style-type: none"> Attend one LARIAC status and user group meeting in Los Angeles County. Document key activities and decisions in a written report to be provided to the County PD/PM within one week of the meeting. 	Attendance and submission of report	100% Cure Period: Seven (7) calendar days	\$100/day after 7-day cure period
2.	TASK 1.2: QUALITY PLAN	<ol style="list-style-type: none"> Contractor shall develop a Quality Plan for the LARIAC Program to include Acceptance Criteria (see Attachment 1) due within two weeks of the LARIAC status and user group meeting. Quality Plan shall be updated continuously thereafter as new guidance is received from LARIAC. 	Submission of original Quality Plan and update as needed.	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
3.	TASK 1.3: LARIAC QA/QC PROJECT TRACKING LIVE DASHBOARD	<ol style="list-style-type: none"> Contractor shall develop a LARIAC QA/QC project tracking live dashboard by the end of the first week that products are received from County's Product Vendor. 	Submission of dashboard.	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
4.	TASK 2.1: AERIAL TRIANGULATION REPORTS	<ol style="list-style-type: none"> Contractor shall prepare a report for each of the 16 Aerial Triangulation (AT) blocks, signed and sealed by an American Society for Photogrammetry and Remote Sensing (ASPRS) Certified Photogrammetrist, within 30 days of receipt of all required AT documentation from County's Product Vendor for each AT block as completed. 	Submission of signed and sealed Reports.	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
5.	TASK 3.1: 4" HORIZONTAL ACCURACY ASSESSMENT REPORTS	<ol style="list-style-type: none"> Contractor shall measure ground coordinates of these checkpoints on the 4" orthophoto tiles. Prepare Horizontal Accuracy Assessment Reports for fourteen 4" AT blocks, signed and sealed by an ASPRS Certified Photogrammetrist and a professional land surveyor licensed in California. Each Horizontal Accuracy Assessment Report for each 4" AT block shall be submitted to LARIAC within 30 days of receipt of 4" orthophoto tiles covering all such QA/QC checkpoints for each AT block to be evaluated. 	Submission of signed and sealed Reports.	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period

ATTACHMENT 3

No.	SOW Reference	Service	Monitoring Method & Schedule	Service Percent & Cure Period	Liquidated Damages to be Assessed
6.	TASK 3.2: WEEKLY QC REPORT FOR PROJECT AREA 1	<ol style="list-style-type: none"> Contractor shall review all 4" orthophoto tiles Contractor will submit a QC report each week to County's Product Vendor and County PD/PM, and never later than 30 days after receipt of 4" orthophotos from County's Product Vendor. 	Submission of QC Report weekly.	100% Cure Period: Seven (14) calendar days	\$100/day after 14-day cure period
7.	TASK 3.3: REVIEW 4" ORTHOPHOTO TILES FOR SLDS AREAS	<ol style="list-style-type: none"> Contractor shall perform completeness reviews of all 4" orthophoto tiles for countywide datasets and subsets to be used for each of the spatially-limited dataset (SLDS) areas. Contractor shall document individual 4" orthophoto datasets as complete in Weekly Progress Reports. 	Weekly Progress Reports	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
8.	TASK 3.4: GENERATE 4" ORTHOPHOTO PRODUCTS FOR SLDS AREAS	<ol style="list-style-type: none"> Contractor shall generate all 4" orthophoto products required for countywide and spatially-limited datasets. Contractor shall document individual 4" orthophoto datasets as generated and ready for delivery in Weekly Progress Reports. 	<ol style="list-style-type: none"> Generate 4" SLDS products Weekly Progress Reports 	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
9.	TASK 4.1: 9" HORIZONTAL ACCURACY ASSESSMENT REPORTS	<ol style="list-style-type: none"> Contractor shall measure ground coordinates of these checkpoints on the 9" orthophoto tiles Prepare Horizontal Accuracy Assessment Reports for two 9" AT blocks. Each Horizontal Accuracy Assessment Report for each 9" AT block shall be submitted to County PD/PM within 30 days of receipt of 9" orthophoto tiles covering all such QA/QC checkpoints for each AT block to be evaluated. Each Horizontal Accuracy Assessment Report shall be signed and sealed by an ASPRS Certified Photogrammetrist and a professional land surveyor licensed in California. 	Submission of signed and sealed Reports.	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
10.	TASK 4.2: WEEKLY QC REPORT FOR PROJECT AREA 2	<ol style="list-style-type: none"> Contractor shall review all 9" orthophoto tiles and compare aesthetics of each 9" digital orthophoto GeoTIFF image with Acceptance Criteria. Contractor shall submit a QC report each week. 	Submission of weekly QC Report.	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
11.	TASK 4.3: REVIEW 9" ORTHOPHOTO	<ol style="list-style-type: none"> Contractor shall perform completeness reviews of all 9" orthophoto tiles in national forest areas for countywide datasets and subsets to be used for each of the SLDS areas. 	1) Review 9" orthophoto	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period

ATTACHMENT 3

No.	SOW Reference	Service	Monitoring Method & Schedule	Service Percent & Cure Period	Liquidated Damages to be Assessed
	TILES FOR SLDS AREAS	<ol style="list-style-type: none"> 2) The Contractor shall deliver the complete processed dataset within 16 weeks of the date of the first delivery. 3) Contractor shall document individual 9" orthophoto datasets as complete in Weekly Progress Reports. 	<ol style="list-style-type: none"> 2) Deliver 9" SLDS products 3) Weekly Progress Reports 	calendar days	
12.	TASK 4.4: GENERATE 9" ORTHOPHOTO PRODUCTS FOR SLDS AREAS	<ol style="list-style-type: none"> 1) Generate all 9" orthophoto products in national forest areas required for countywide and spatially-limited datasets. 2) Contractor shall document individual 9" orthophoto datasets as generated and ready for delivery in Weekly Progress Reports. 	<ol style="list-style-type: none"> 1) Generate 9" orthophoto 2) Weekly Progress Reports 	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
13.	TASK 5.1: REVIEW UPDATED DTM TILES	<ol style="list-style-type: none"> 1) Contractor shall perform completeness reviews of all updated urban area DTM tiles and ensure that there are no gaps and that all datasets are complete and include metadata. 2) Contractor shall document individual DTM tiles as complete in Weekly Progress Reports. 	<ol style="list-style-type: none"> 1) Review DTM tiles 2) Weekly Progress Reports 	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
14.	TASK 5.2: GENERATE UPDATED DTM PRODUCTS	<ol style="list-style-type: none"> 1) Contractor shall generate all updated DTM products required for countywide and SLDS. 2) Contractor shall document individual DTM datasets as generated and ready for delivery in Weekly Progress Reports. 	<ol style="list-style-type: none"> 1) Generate updated DTM products 2) Weekly Progress Reports 	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
15.	TASK 6.1: EVALUATE OADI IMAGE TILES	<ol style="list-style-type: none"> 1) Contractor shall evaluate OADI for complete coverage. Contractor shall document tasks as complete in Weekly Progress Reports. 	Weekly Progress Reports	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period
16.	TASK 6.2: EVALUATE HORIZONTAL ACCURACY OF OADI IMAGE TILES	<ol style="list-style-type: none"> 1) Contractor shall evaluate horizontal accuracy of OADI imagery. Contractor shall document tasks as complete in Weekly Progress Reports. 	Weekly Progress Reports	100% Cure Period: Fourteen (14) calendar days	\$100/day after 14-day cure period

ATTACHMENT 3

No.	SOW Reference	Service	Monitoring Method & Schedule	Service Percent & Cure Period	Liquidated Damages to be Assessed
17.	<p>TASK 6.3: EVALUATE VERTICAL ACCURACY OF OADI IMAGE TILES</p>	<p>1) Contractor shall evaluate vertical accuracy of OADI imagery. Contractor shall document tasks as complete in Weekly Progress Reports.</p>	<p>Weekly Progress Reports</p>	<p>100% Cure Period: Fourteen (14) calendar days</p>	<p>\$100/day after 14-day cure period</p>
18.	<p>TASK 6.4: GENERATE OADI DELIVERABLES</p>	<p>1) Contractor shall generate OADI deliverables and provide them to the online viewer. 2) Contractor shall document OADI datasets as generated and ready for delivery in Weekly Progress Reports.</p>	<p>1) Generate and deliver OADI 2) Weekly Progress Reports</p>	<p>100% Cure Period: Fourteen (14) calendar days</p>	<p>\$100/day after 14-day cure period</p>
19.	<p>TASK 7.1: FULL DELIVERY OF THE COMPLETE COUNTYWIDE DATASETS OF ALL PRODUCTS TO LARIAC PARTICIPANTS USING TRANSFER METHODS DETERMINED BY LARIAC PARTICIPANTS</p>	<p>1) Contractor shall deliver countywide and an estimated 45 SLDS of all products from County's Product Vendor using transfer methods determined by LARIAC Participants.</p>	<p>Submission of SLDS products</p>	<p>100% Cure Period: Seven (7) calendar days</p>	<p>\$300/day after 7-day cure period</p>
20.	<p>TASK 8.1: JPEG2000 DATASET</p>	<p>1) Contractor shall create a JPEG2000 dataset of all tiles (9" and 4" resolution) at a 20:1 compression ratio.</p>	<p>Create JPEG2000 Tiles</p>	<p>100% Cure Period: Fourteen (14) calendar days</p>	<p>\$100/day after 14-day cure period</p>
21.	<p>TASK 8.2: GEOTIFF DATASET</p>	<p>1) Contractor shall create a GEOTIFF dataset of all tiles (9" and 4" resolution) with no compression.</p>	<p>Create GEOTIFF Tiles</p>	<p>100% Cure Period: Fourteen (14) calendar days</p>	<p>\$100/day after 14-day cure period</p>

ATTACHMENT 3

No.	SOW Reference	Service	Monitoring Method & Schedule	Service Percent & Cure Period	Liquidated Damages to be Assessed
22.	<p>TASK 8.3: SEAMLESS IMAGERY DATASETS FOR SLDS</p>	<p>1) Contractor shall create 45 seamless imagery datasets in a mutually agreed upon format for each SLDS.</p>	<p>Create seamless imagery datasets for each SLDS.</p>	<p>100% Cure Period: Fourteen (14) calendar days</p>	<p>\$100/day after 14-day cure period</p>
23.	<p>TASK 8.4: COUNTYWISE ECW</p>	<p>1) Contractor shall generate one countywide Enhanced Compression Wavelet (ECW) and/or one other agreed format mosaic at a mutually agreed upon compression ratio.</p>	<p>Create Countywide ECW mosaic</p>	<p>100% Cure Period: Fourteen (14) calendar days</p>	<p>\$100/day after 14-day cure period</p>
24.	<p>TASK 8.5: ECW FOR SLDS</p>	<p>1) Contractor shall generate 45 ECW and/or one other additional format mosaics for SLDS participants at a mutually agreed upon compression ratio.</p>	<p>Create mosaics for each SLDS</p>	<p>100% Cure Period: Fourteen (14) calendar days</p>	<p>\$100/day after 14-day cure period</p>

ATTACHMENT 4
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Exhibit B
Price and Schedule of Payments

The following table represents the Bidder's cost bid for Digital Aerial Imagery Quality Assurance/Quality Control and Distribution Services

Task #	Task/Subtask Description	Total Cost
Task 1	Major QA/QC Management Tasks	
1.1	Status and User Group Meeting	\$ 5,837.56
1.2	Quality Plan	\$ 3,457.35
1.3	LAR-IAC QA/AC Project Tracking Live Dashboard	\$ 8,643.38
Task 1 Total		\$ 17,938.29
Task 2	Development of Aerial Triangulation Reports	
2.1	Aerial Triangulation Reports	\$ 23,515.63
Task 2 Total		\$ 23,515.63
Task 3	QA/QC of 4" Digital Orthophotos in Urban Areas (Project Area 1)	
3.1	4" Horizontal Accuracy Assessment Reports	\$ 4,324.71
3.2	Weekly QC Report for Project Area 1	\$8,108.84
3.3	Review 4" Orthophoto Tiles for SLDS Areas	\$99,427.65
3.4	Generate 4" Orthophoto Products for SLDS Areas	\$12,163.26
Task 3 Total		\$124,024.46
Task 4	QA/QC of 9: Digital Orthophotos in National Forest Areas (Project Area 2)	
4.1	9" Horizontal Accuracy Assessment Reports	\$ 2,162.36
4.2	Weekly QC Report for Project Area 2	\$ 2,162.36
4.3	Review 9" Orthophoto Tiles for SLDS Areas	\$ 8,441.31
4.4	Generate 9" Orthophoto Products for SLDS Areas	\$2,702.95
Task 4 Total		\$15,468.98
Task 5	QA/QC of Photogrammetric Breaklines and Light Detection and Ranging (LiDAR) DTMs in Urban Areas (Project Area 1)	
5.1	Review Updated DTM Tiles	\$1,563.20
5.2	Generate Updated DTM Products	\$1,563.20
Task 5 Total		\$ 3,126.40
Task 6	QA/QC of Oblique Aerial Digital Images (OADI) from the County's Product Vendor	
6.1	Evaluate OADI Image Tiles	\$ 3,908.01
6.2	Evaluate Horizontal Accuracy of OADI Image Tiles	\$ 4,324.71
6.3	Evaluate Vertical Accuracy of OADI Image Tiles	\$ 4,324.71
6.4	Generate OADI Deliverables	\$ 4,396.51
Task 6 Total		\$16,953.94
Task 7	Full Delivery of Countywide and SLDS	
7.1	Full Delivery of The Complete Countywide Datasets Of All Products To LAR-IAC Participants Using Transfer Methods Determined By LAR-IAC Participants.	\$ 23,040.00
7.2	Three Year Storage of All LAR-IAC Data.	\$ 30,374.00
7.3	Full Delivery of All Countywide And SLDS Datasets, Using Hard Drives Purchased By Contractor.	\$ 24,304.00
Task 7 Total		\$77,718.00

Exhibit B
Price and Schedule of Payments

The following table represents the Bidder's cost bid for Digital Aerial Imagery Quality Assurance/Quality Control and Distribution Services

Task #	Task/Subtask Description	Total Cost
Task 8	Additional Data Products	
8.1	Contractor shall create a JPEG2000 dataset of all tiles (9" and 4" resolution) at a 20:1 compression ratio.	\$1,351.47
8.2	Contractor shall create a GEOTIFF dataset of all tiles (9" and 4" resolution) with no compression.	\$1,351.47
8.3	Contractor shall create 45 seamless imagery datasets in a mutually agreed upon format (e.g. file geodatabase) for each SLDS (based on shapefiles provided by LAR-IAC Participants), as determined by each SLDS.	\$ 3,040.81
8.4	Contractor shall generate one countywide Enhanced Compression Wavelet (ECW) and/or one other agreed format mosaic at a mutually agreed upon compression ratio.	\$1,081.18
8.5	Contractor shall generate 45 ECW and/or one other additional format mosaics for SLDS participants at a mutually agreed upon compression ratio.	\$ 3,040.81
Task 8 Total		\$ 9,865.74
Task 9	Production Management	
9.1	Project Management	\$ 11,675.12
9.2	On-Call Technical Support	\$ 5,837.56
Task 9 Total		\$17,512.68
REQUIRED DELIVERABLES TOTAL (Tasks 1-9)		\$306,124.12
Task 10	QA/QC of Digital Terrain Data (as requested by County PD/PM)	
10.1	Perform QA/QC of Digital Terrain Data	\$ 57,946.05
10.2	Review Photogrammetric Breaklines	\$ 30,904.56
10.3	Review Raster DEM	\$15,452.28
10.4	Review Contour Lines	\$15,452.28
10.5	Project Management	\$15,566.82
Task 10 Total		\$135,321.99
Task 11	Survey of New QA/QC Checkpoints (as requested by County PD/PM)	
11.1	Gather Horizontal QA/QC Checkpoints	\$ 10,000.00
11.2	Gather Vertical QA/QC Checkpoints	\$ 10,000.00
Task 11 Total		\$20,000.00
AS NEEDED DELIVERABLES TOTAL (Tasks 10-11)		\$155,321.99
TOTAL CONTRACT AMOUNT		\$461,446.11

INTENTIONALLY OMITTED



CONTRACTOR'S EEO CERTIFICATION**Dewberry Engineers Inc.****Company Name****1000 N. Ashley Drive, Suite 801. Tampa FL 33602****Address****13-0746510****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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Amar Nayegandhi, Senior Vice President

Authorized Official's Printed Name and Title



Authorized Official's Signature

February 3, 2020

Date

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name: Dr. Steven Steinberg
Title: Geographic Information Officer (GIO)
Address: 9150 Imperial Highway, MS #3
Downey, CA 90242
Telephone: 562-392-7126
E-Mail Address: Ssteinberg@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Christine Lam
Title: Principal GIS Analyst
Address: 9150 Imperial Highway, MS #42
Downey, CA 90242
Telephone: 562-940-3844
E-Mail Address: clam2@isd.lacounty.gov

COUNTY CONTRACT DIRECTOR:

Name: Christie Carr
Title: Division Manager, Contracts
Address: 1100 N. Eastern Ave.
Los Angeles, Ca 90063
Telephone: 323-267-3101
E-Mail Address: ccarr@isd.lacounty.gov

COUNTY CONTRACT MANAGER:

Name: Krystina Ido
Title: ASM II
Address: 9150 Imperial Highway, MS #46
Downey, CA 90242
Telephone: 562-940-3099
E-Mail Address: kido@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Dewberry Engineers Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Raymond Miller, Jr., CP, CMS, GISP, PMP

Title: Project Manager

Address: 1000 N. Ashley Drive, Suite 801

Tampa, FL 33602

Telephone: (813) 421-8641

Facsimile: (813) 225-1385

E-Mail Address: rmiller@dewberry.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Amar Nayegandhi, CP, CMS, CISP

Title: Vice President

Address: 1000 North Ashley Drive, Suite 801

Tampa, FL 33602

Telephone: (813) 421-8641

Facsimile: (813) 225-1385

E-Mail Address: anayegandhi@dewberry.com

Notices to Contractor shall be sent to the following:

Name: Raymond Miller, Jr., CP, CMS, GISP, PMP

Title: Project Manager

Address: 1000 N. Ashley Drive, Suite 801

Tampa, FL 33602

Telephone: (813) 421-8641

Facsimile: (813) 225-1385

E-Mail Address: rmiller@dewberry.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: Dewberry Engineers 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, Confidentiality, and Copyright Assignment 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 ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: 

DATE: 02 / 03 / 2020

PRINTED NAME: Amar Nayegandhi

POSITION: Senior Vice President



Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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?

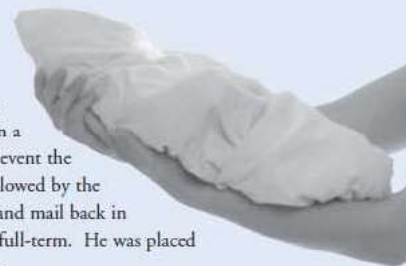
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

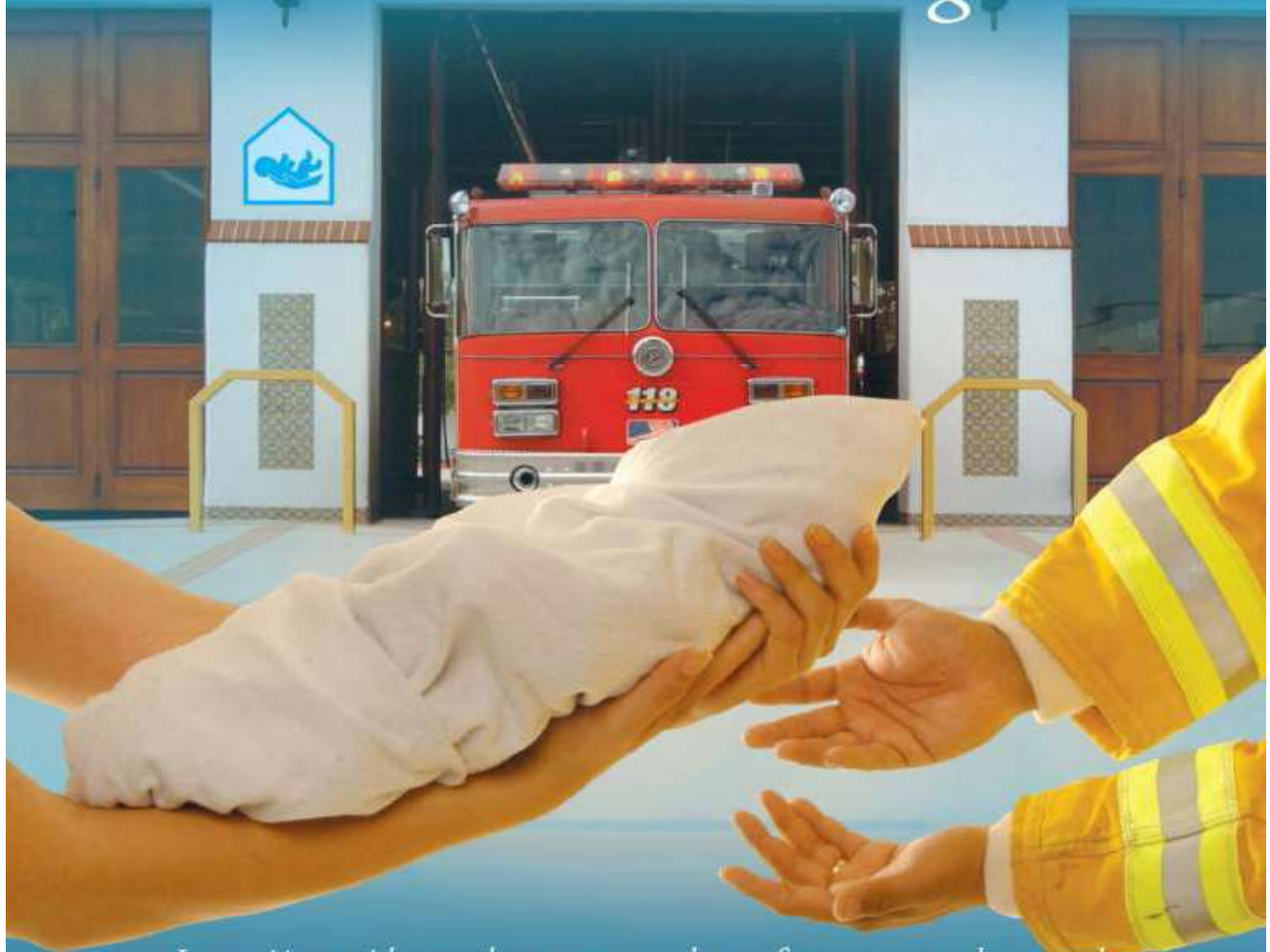
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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*



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



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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes 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.

