



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

September 13, 2012

REQUEST FOR PROPOSALS – ADDENDUM 1 FOR PACOIMA DAM AERIAL TRAMWAY ANNUAL INSPECTION AND AS-NEEDED REPAIRS SERVICES (2012-AN027)

Thank you for attending the mandatory Proposers' Conference and Walk-Through for Pacoima Dam Aerial Tramway Annual Inspection and As-Needed Repairs Services held on Wednesday, September 5, 2012.

Please be reminded that deadline to submit the proposals is Wednesday, September 19, 2012, at 5:30 p.m.

The following revision has been made to the Request for Proposals, RFP. Added word is shown in **bold** and deleted language is ~~strike-out~~. Question presented in this Addendum 1 represent the question asked by Proposer in the form and context as submitted.

A. ADDENDUM

1. Exhibit A, Scope of Work, Item C.2.e, under Work Description on page A.1, has been revised as shown below:
 - e) One – annual operations test **(June)** ~~(December)~~
2. Exhibit B, Section 5, Indemnification and Insurance Requirements, Item B, Indemnification on page B.27, has been revised as followed:
 - b) Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers,

Agents, Employees, and Volunteers ("**County Indemnities**") from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract **except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities**. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

3. Exhibit B, Section 5, Indemnification and Insurance Requirements, Item D.5, Failure to Maintain Insurance on page B.30, has been revised as followed:

- 5) 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.**

B. QUESTION

4. Question: At the proposers conference a deadline of September 17, 2012, which I noted as submittal of form PW-3 is this correct? If not could you please clarify the importance of this date again?

Answer: Yes, the due date to submit your request to be exempt from County of Los Angeles Contractor Employee Jury Service Program is September 17, 2012, at 5:30 p.m.

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If you have questions concerning the above information, please contact Mr. Scott Pham
(626) 458-4069, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works


GHAYANE ZAKARIAN, Chief
Administrative Services Division

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