



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

DONALD L. WOLFE, Director

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

February 2, 2006

IN REPLY PLEASE  
REFER TO FILE: **C-1**

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

Dear Supervisors:

**APPROVAL OF NEGOTIATED TERMINATION OF CONTRACT  
PROJECT ID NO. FCC0000894  
PROJECT NO. 513 LINE C, PROJECT NO. 513 LINE A, AND  
LOS ANGELES PROJECT NO. 5241  
OCEAN OUTLET REPAIRS  
SUPERVISORIAL DISTRICT 4  
3 VOTES**

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

Approve the enclosed Agreement to terminate the construction contract with Garcia Juarez Construction, Inc., (Garcia Juarez) for Project No. 513 Line C, Project No. 513 Line A, and Los Angeles Project No. 5241 Ocean Outlet Repairs, Project ID No. FCC0000894, whereby the District will pay Garcia Juarez \$140,000 for the work performed and materials purchased to date and authorize the Director of Public Works, or his designee, to sign and implement the termination Agreement.

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

On July 5, 2005, your Board awarded a contract in the amount of \$787,320 to Garcia Juarez for the repair and construction of protection facilities for reinforced concrete pipe and reinforced concrete box storm drains at three ocean outlets.

During construction, the contractor claimed the work could not be accomplished because of the impact of ocean waves and requested a substantial change order to proceed. Although we contend the project could be completed without the additional requested change, we acknowledge that the plans and specifications could be revised to clarify the nature of the work. We believe it is in the best interest of the County to terminate this contract and obtain competitive bids with revised plans and specifications. Therefore, we recommend that your Board terminate the contract with Garcia Juarez in accordance with Subsection 6-5, Termination of Contract, of the contract specifications. The project will be readvertised when revised plans and specifications are available.

Garcia Juarez has completed a portion of the work. Additionally, they purchased steel and other materials for the project. We request authorization to pay Garcia Juarez \$140,000 for the work completed and the steel and other materials which will be furnished to the County. When the project is readvertised, the steel and other materials will be provided to the contractor awarded the contract.

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

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility since it will result in obtaining competitive bids for the complete repair of the subject ocean outlets.

### **FISCAL IMPACT/FINANCING**

The contractor has incurred expenses that we believe are reasonably valued at \$140,000. The costs for administratively terminating this project will be minimal.

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

The contract specifications provide for the termination of the contract by your Board if such action is in the best interest of the County.

### **ENVIRONMENTAL DOCUMENTATION**

This action has no environmental impact.

The Honorable Board of Supervisors  
February 2, 2006  
Page 3

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will not have a significant impact on the community.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

JFG:tn

O:\Projects\Programs - Flood\ProjNo513LinesA&C&ProjNo5241OutletRpr (FCC0000894)\Board\Terminate Contract.doc

Enc.

cc: Chief Administrative Office  
County Counsel  
Office of Affirmative Action Compliance

**CONTRACT TERMINATION AGREEMENT FOR PROJECT ID NO. FCC0000894  
WAIVER AND RELEASE OF ALL CLAIMS**

This Contract Termination Agreement ("AGREEMENT") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, ("DISTRICT"), on the one hand, and GARCIA JUAREZ CONSTRUCTION, INC., a California corporation, and JIM JACKSON (individually and collectively referred to as "CONTRACTOR"), on the other hand. The DISTRICT and CONTRACTOR may be referred to collectively herein as "PARTIES."

RECITALS

A. The PARTIES entered into a contract ("CONTRACT") on July 5, 2005, for the repair of a concrete reinforced storm drain at three ocean outlets for the project titled "Project No. 513 Line C, Project No. 513 Line A, and Los Angeles Project No. 5241 Ocean Outlet Repairs" in the vicinity of Marina del Rey under Project ID No. FCC0000894 ("PROJECT").

B. The CONTRACT required the CONTRACTOR to complete the PROJECT satisfactorily within a specified period of time. The DISTRICT, subject to the CONTRACTOR'S satisfactory performance and completion of all the CONTRACT terms and conditions, agreed to pay the CONTRACTOR a total sum of \$787,320.

C. The CONTRACTOR commenced work on the PROJECT on August 22, 2005. In preparation for the work, the CONTRACTOR ordered and received certain necessary materials. The CONTRACTOR claims that it is unable to complete the work as designed and asserts that it will not proceed without a change order authorizing significant additional work and monetary compensation.

D. The DISTRICT asserts that the CONTRACTOR could perform the work as designed and that the changes requested by the CONTRACTOR are not necessary.

E. The PARTIES have agreed that to resolve their disputes and avoid potential claims and/or litigation, it is reasonable to agree to a termination of the CONTRACT, subject to the terms and conditions set forth below.

NOW, THEREFORE, in order to compromise and settle existing and potential claims between the PARTIES, which relate to or arise out of the CONTRACT and the recitals above, the PARTIES hereby agree as follows:

1. DISTRICT will pay CONTRACTOR \$140,000 as compensation for the work completed, the materials purchased for this PROJECT (which materials are to be provided to the DISTRICT as provided below), and for any and all other costs or expenses incurred or other rights or claims of CONTRACTOR in connection with the CONTRACT and PROJECT.

2. CONTRACTOR shall deliver to the DISTRICT as the DISTRICT's property the following materials that CONTRACTOR purchased for the PROJECT:

- a) MMFX Rebar as referenced in Invoice #53268 from R. R. Leonard Co.
- b) Reinforcing Steel as referenced in Invoice #53090 from R. R. Leonard Co.
- c) Reinforcing Steel as referenced in Invoice #53394 from R. R. Leonard Co.
- d) Railing for Line C as referenced in Invoice #34232 from Palomo S Steel.
- e) Protection Barrier and Galvanized Frame/Cover as referenced in Quotation #170 from Alhambra Foundry Co.

3. Except as otherwise provided for in this AGREEMENT, CONTRACTOR and its officers, directors, owners, employees and agents hereby forever relieve, release, waive, and discharge DISTRICT and COUNTY OF LOS ANGELES and their respective officers, agents, and employees from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, interest, expenses (including but not limited to experts' and attorneys' fees), damages, actions, and causes of action of whatsoever kind or nature, whether known or unknown, suspected or unsuspected, present or potential, foreseen or unforeseen, based on, arising out of, or in any way connected with CONTRACT and PROJECT and/or with any of the recitals set forth above.

4. Except as otherwise provided for in this AGREEMENT, DISTRICT and its directors, officers, employees, and agents hereby forever relieve, release, waive and discharge CONTRACTOR and any their respective officers, agents, and employees from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, interest, expenses (including but not limited to experts' and attorneys' fees), damages, actions, and causes of action of whatsoever kind or nature, whether known or unknown, suspected or unsuspected, present or potential, foreseen or unforeseen, based on, arising out of, or in any way connected with CONTRACT and PROJECT and/or with any of the recitals set forth above.

5. Except as otherwise provided for in this AGREEMENT, the foregoing release is intended to extend to all claims relating to the CONTRACT and PROJECT, and the CONTRACTOR expressly waives all rights that it may have under California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. As a specific exception to the waivers and releases of claims provided for in paragraphs 3, 4, and 5 above, the PARTIES both reserve claims for indemnity against each other in connection with third party claims for personal injury or property damage arising from or relating to the CONTRACT and/or PROJECT.

7. Notwithstanding the foregoing, to the extent that any stop notices relating to this CONTRACT or PROJECT are served on the DISTRICT before all or any part of the monies to be paid to the CONTRACTOR have been paid by DISTRICT pursuant to this

AGREEMENT or the CONTRACT, DISTRICT reserves the right to withhold from such payments to CONTRACTOR one hundred and twenty-five percent of the total monetary amount of such stop notices in accordance with applicable law.

8. This AGREEMENT is binding upon and inures to the benefit of the parties hereto and their respective successors, assigns, and legal representatives. CONTRACTOR represents and warrants that it has not heretofore assigned or transferred any claim, demand, liability, or cause of action which is the subject of this AGREEMENT.

9. Each party hereto represents and warrants that it is authorized to enter into this AGREEMENT.

10. Each party hereto acknowledges that this AGREEMENT affects the settlement of claims, which have been and are denied and contested, and nothing herein is intended to constitute an admission of liability to any party hereto.

11. Each party hereto acknowledges having read this AGREEMENT and fully understood its provisions and that no other representation or promise has been made to induce said party to enter into this AGREEMENT.

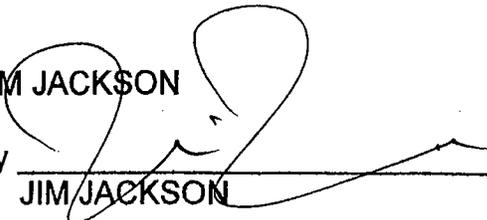
12. This AGREEMENT embodies the entire agreement and understanding between the parties hereto relating to the subject matter contained herein and supersedes all prior agreements and understandings between them with respect thereto. There are no agreements, representations, warranties, or statements, whether oral or in writing, with respect to the subject matter of this AGREEMENT except as expressly set forth herein.

13. This AGREEMENT may be amended or modified only by a writing signed by the party against whom enforcement is sought.

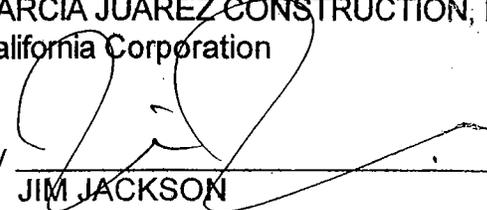
14. This AGREEMENT may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties hereto.

15. This AGREEMENT is made and entered into in the State of California and shall be interpreted and enforced under the laws of the State of California. Whenever possible, each provision of this AGREEMENT shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this AGREEMENT.

JIM JACKSON

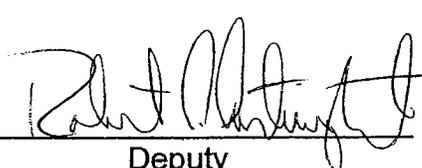
By   
JIM JACKSON

GARCIA JUAREZ CONSTRUCTION, INC., a  
California Corporation

By   
JIM JACKSON

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR.  
County Counsel

By   
Deputy

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

By \_\_\_\_\_  
Deputy Director of Public Works

JFG:lgm

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On January 18, 2006 before me, Vienna Linda Galindo, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jim Jackson  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

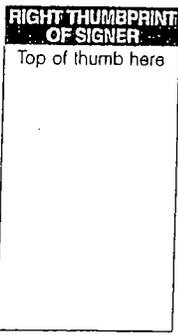
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Jim Jackson

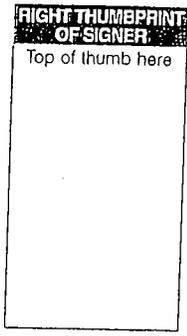
- Individual
- Corporate Officer  
Title(s): President/ Secretary
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
Garcia Juarez  
Construction, Inc.

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



10902 SHOEMAKER AVENUE  
SANTA FE SPRINGS, CA 90670-4533

SEP 2 2005

INVOICE NO.	APPLY TO	INVOICE DATE	CUST NO.
53268		8/31/2005	GARC

# INVOICE

(562) 941-2288 • (714) 994-4502  
FAX (562) 941-2028

**S** GARCIA JUAREZ CONSTRUCTION  
**O** P.O. BOX 309  
**D**  
**I** BREA, CA 92822-0309

**J** PROJECT #5241  
**O** MARINA DEL REY  
**B**  
**R**  
**E**  
**E**

SHIP DATE	SHIP VIA
8/31/2005	WILL CALL

TERMS
NET 30 DAYS

DESCRIPTION	QTY.	UNIT	EXTENSION
MMFX STEEL - AS QUOTED	1	35,011.5500	35,011.55
PROJECT #5241 - MARINA DEL REY	1	0.0000	



SUB TOTAL	TAX		
35,011.55	2,888.45		37,900.00
A service charge of 1 1/4 % per month will be assessed on all past due accounts. If service of an attorney are utilized to collect past due amounts, the customer agrees to pay reasonable attorney fees plus all costs incurred.			INVOICE NO. 53268
			<b>PLEASE REMIT THIS AMOUNT</b>

FROM :

PHONE NO. :

Oct. 25 2005 01:01PM P3



10902 SHOEMAKER AVENUE  
SANTA FE SPRINGS, CA 90670-4533

INVOICE NO.	APPLY TO	INVOICE DATE	CUST. NO.
53090		8/22/2005	GARC

# INVOICE

(562) 941-2288 • (714) 994-4502  
FAX (562) 941-2028

*[Handwritten signature]*  
8/22/2005

**SOLD TO**  
GARCIA JUAREZ CONSTRUCTION  
P.O. BOX 309  
BREA, CA 92822-0309

**FOR BILL**  
IMPERIAL HWY & VISTA DEL MAR  
MARINA DEL REY, CA

SHIP DATE	SHIP VIA
8/22/2005	OUR TRUCK

TERMS
NET 30 DAYS

DESCRIPTION	QTY.	UNIT	EXTENSION
<del>1 LOT OF REINF STEEL 5068#</del>	<del>5,068</del>	<del>0.4743</del>	<del>2,403.75 T</del>
<del>1 LOT OF REINF STEEL 5041#</del>	<del>5,041</del>	<del>0.4745</del>	<del>2,391.95 T</del>
<del>1 LOT OF REINF STEEL 5041#</del>	<del>5,041</del>	<del>0.4745</del>	<del>2,391.95 T</del>
<del>1 LOT OF REINF STEEL 152#</del>	<del>152</del>	<del>0.4600</del>	<del>69.92 T</del>
<del>1 LOT OF REINF STEEL 42#</del>	<del>42</del>	<del>0.4600</del>	<del>19.32 T</del>
<del>2 1/2 BAGS 1-1/2X2X2-1/2 BLOCK</del>	<del>1</del>	<del>24.0000</del>	<del>24.00 T</del>
<del>IMPERIAL HWY &amp; VISTA DEL MAR</del>	<del>1</del>	<del>0.0000</del>	<del>T</del>

*38*  
*432*

SUB TOTAL	TAX		
7,300.89	602.33		7,903.22

A service charge of 1 1/2% per month will be assessed on all past due accounts. If service of an attorney are utilized to collect past due amounts, the customer agrees to pay reasonable attorney fees plus all costs incurred.

INVOICE NO.  
53090

**PLEASE REMIT THIS AMOUNT**



10902 SHOEMAKER AVENUE  
SANTA FE SPRINGS, CA 90870-4533

INVOICE NO.	APPLY TO	INVOICE DATE	CUST. NO.
53394		9/9/2005	GARC

# INVOICE

(562) 941-2288 • (714) 994-4802  
FAX (562) 941-2078

8 GARCIA JUAREZ CONSTRUCTION  
5 P.O. BOX 309  
1 BREA, CA 92822-0309

DOCKWEILER  
PROJECT 5241-PROJECT 513 "C"  
MARINA DEL REY, CA

SHIP DATE	SHIP VIA
9/9/2005	WILL CALL

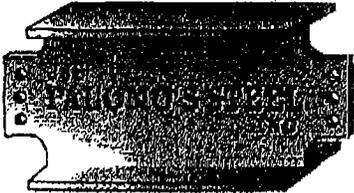
TERMS
NET 30 DAYS

DESCRIPTION	QTY.	UNIT	EXTENSION
1 LOT OF REINF. STEEL			
JOB COMPLETE	1	7,480.6100	7,480.61
MARINA DEL REY, DOCKWEILER	1	0.0000	
SUB TOTAL			7,480.61
TAX			617.15
			8,097.76

A service charge of 1 1/2% per month will be assessed on all past due accounts. If service of an attorney are utilized to collect past due amounts, the customer agrees to pay reasonable attorney fees plus all costs incurred.

INVOICE NO. 53394

**PLEASE REMIT THIS AMOUNT**



STEEL DISTRIBUTION, PROCESSING  
& FABRICATION - LIC. NO. 1678

2102 E. CURRY ST.  
LONG BEACH, CA 90805

OFC. (562) 984-7505 • OFC. (562) 984-7675  
FAX (562) 984-7666

INVOICE	#34232	1	08/31/2005
Saul Palomo			08/22/2005
OUR TRUCK			GJC
OCEAN OUTLET			29014

SOLD TO:

GARCIA JUAREZ CONSTR., INC.  
P.O. BOX 309  
BREA, CA 92822-0309

SHIP TO:

SEP 16 2005

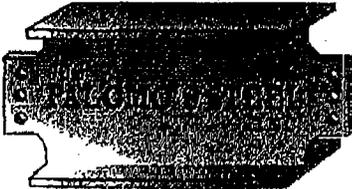
SHOP  
6801 S. ATLANTIC AVE  
LONG BEACH, CA 90805



1	9.00 PCS	0.00	5.00	0.00	1' 2.00000"	1' 2.00000"	139.000	90.2500/LOT	96.25
					PLATE				
					PLATE 1/2				
					W/4 HOLES				
2	75.00 PCS	0.00	75.00	0.00		8.00000"	680.000	400.7500/LOT	400.75
					FLAT BARS				
					FLAT BAR 1/2 X 8				
					W/4 HOLES				
3	1.00 PCS	0.00	1.00	0.00			683.000	413.1500/LOT	419.15
									
					SQUARE TUBE				
					30 TUBE 4 X 4 X 500 ( 1/2 )				
					CUT TO MAKE: 30PCS @ 6'				
4	5.00 PCS	0.00	5.00	0.00			4325.000	2673.5000/LOT	2,673.90
					SQUARE TUBE				
					30 TUBE 4 X 4 X 500 ( 1/2 )				
					CUT TO MAKE: 30PCS @ 6'				
5	1.00 PCS	0.00	1.00	0.00		36'	779.000	401.5000/LOT	401.50
					SQUARE TUBE				
					30 TUBE 4 X 4 X 500 ( 1/2 )				







STEEL DISTRIBUTION, PROCESSING & FABRICATION - LIC. NO. 1678

2102 E. CURRY ST.  
LONG BEACH, CA 90805

OFF. (562) 984-7505 • OFF. (562) 984-7675  
FAX (562) 984-7666

INVOICE	#34232	3	08/31/2005
Saul Palomo			08/22/2005
OUR TRUCK			GJC
OCEAN OUTLET			29014

SOLD TO:

GARCIA JUAREZ CONSTR., INC.  
P.O. BOX 309  
BREA, CA 92822-0309

SHIP TO:

SHOP  
6801 S. ATLANTIC AVE  
LONG BEACH, CA 90805

11	8.00 PCS	0.00	8.00	0.00	40'	2199.000	1270.4000/LOT	1,270.40
								SQUARE TUBE SQ TUBE 3 X 3 X 108 ( 3/16 ) CUT TO MAKE: 48PCS @ 6'
12	2.00 PCS	0.00	2.00	0.00	6'	93.000	47.9500/LOT	47.95
								SQUARE TUBE SQ TUBE 3 X 3 X 108 ( 3/16 )
13	36.00 PCS	0.00	36.00	0.00		3733.000	2202.4500/LOT	2,202.45
								SQUARE TUBE SQ TUBE 2 X 2 X 108 ( 3/16 ) CUT TO MAKE: 36PCS @ 6'
14	43.00 PCS	0.00	43.00	0.00		3716.000	3192.4500/LOT	2,192.45
								SQUARE TUBE SQ TUBE 2 X 2 X 108 ( 3/16 ) CUT TO MAKE: 43PCS @ 4'-9"
15	1.00 LOT	0.00	1.00	0.00	PROC		152.0000/LOT	152.00
								PROCESSING DRILL (1) 11/16" THRU HOLE ON T3 1/2 X 3 1/2 X .188

TAX ID: ?	SHIP WT: 24345.000 LBS	SUBTOTAL	14873.90
TERMS: NET 30 DAYS		LA TAX	1227.10
PAYMENT DUE BY 09/30/2005.		TOTAL	16101.00

REC'D BY: \_\_\_\_\_

1 1/2% PER MONTH SERVICE CHARGE WILL BE ADDED TO ALL PAST DUE ACCOUNTS

# ALHAMBRA FOUNDRY COMPANY

## EVERYTHING IN IRON

### FABRICATORS / FOUNDERS / MACHINISTS

1147 MERIDIAN AVE. / P.O. BOX 469 / ALHAMBRA, CA 91802-0469

Web site: [www.alhambrafoundry.com](http://www.alhambrafoundry.com) E-mail: [afco@prodigy.net](mailto:afco@prodigy.net)

Alhambra  
(626) 289-4234  
Fax (626) 289-3078

Quotation# 170  
Pg. 1

## Quotation

To: GARCIA JUAREZ CONTR.  
Attn: ESTIMATING DEPARTMENT

Job: PROJECT No. 513 - LINE C - PROJECT No.  
513 LINE A - PROJECT No. 5241  
Loc: L.A.C.D.P.W.

Tel:  
Fax:

Bid Date: 6/7/2005

Material:

Bid Item #	Quantity	Unit	Description	EA + TAX
			<b>PROJECT No. 5241</b>	
	1	EA	PRESSURE MH FRAME & COVER (ARWA STD. 328 & 211) A-1501 - 33" dia. MH F/C with PRESSURE PLATE ASSY.	\$ 1,032.00
			<b>PROJECT No. 513 - LINE C</b>	
	1	EA	PRESSURE MH FRAME & COVER (APWA STD. 329 & 633) A-1251 - 36" dia. MH F/C with PRESSURE PLATE ASSY. PER STD. 329	\$ 985.00
	1	EA	APWA 360 PROTECTION BARRIER - OCEAN OUTLET BOX 11'-0" W x 7'-0" H	\$ 9,384.00 plus tax
			<b>PROJECT No. 513 - LINE A</b>	
	1	EA	A-1081 2pc. GALV. FRAME & COVER - 40x40 NON TRAFFIC	\$ 875.00 plus tax

\*\* PLEASE ALLOW APPROX. 3 TO 6 WEEKS FOR FABRIC  
F.O.B. DELIVERED TO JOBSITE - ONE LOAD

Sales Tax Not Included

- \* Any Catch Basin that requires a Radius will be charged accordingly.
- \* Any delivery beyond the specified amount will be charged accordingly.
- \* Due to increasing cost of steel, prices will only be good for 30 days.
- \* Subject to all terms and conditions set forth by Alhambra Foundry Co., LTD  
(Please Sign & Fax (quote) A.S.A.P. so we can process your order)

(909) 568-5023

Accepted by:

Date: 7-12-05

Respectfully Submitted

By: Ken McClister

Ken McClister

Thank You for Choosing Alhambra Foundry for All of Your Drainage Needs  
Steel Aluminum Fabricating / Grey Iron Castings / Alloy Iron Castings / Non-Ferrous Castings  
Equal Opportunity Employer