County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

March 18, 2008

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

Dear Supervisors:

AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES: APPROVAL OF WEED ABATEMENT CONTRACT WITH GARDNER TRACTOR SERVICE FOR TRACTOR DISCING REMOVAL OF WEEDS AND BRUSH FOR THE WEED HAZARD AND PEST MANAGEMENT BUREAU (FIRST, FOURTH AND FIFTH DISTRICTS) (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and authorize the Agricultural Commissioner/Director of Weights and Measures to sign the attached contract with Gardner Tractor Service for the total amount of $283,720. The contract is effective upon Board approval through June 30, 2008, with two (2) one-year renewal options and six (6) month-to-month extensions.

2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the contract in an amount not to exceed 15 percent, subject to review and approval by County Counsel, the Chief Executive Office, and notification to Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM), Weed Abatement Division to continue providing essential fire prevention services throughout a significant part of the County. This contract, if approved, would provide weed abatement services using tractor discing in Pomona, Glendora, La Verne, Claremont, Diamond Bar, Walnut, San Dimas, and adjacent unincorporated areas.

The success of the Weed Abatement Program depends on the timely abatement of hazardous fire conditions. An integral part of the annual program is the use of hand crews, tractors, and specialized power equipment which are furnished under contract by private vendors. For many years, your Board has approved similar contracts for the Department's Weed Abatement Program.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of:

- Goal 1 (Service Excellence): The use of vendors allows ACWM to effectively respond to highly seasonal workload inherent in hazardous weed, brush, and rubbish removal.

- Goal 3 (Organizational Effectiveness): The assistance provided by vendors for certain routine weed, brush, and rubbish clearing operations frees ACWM personnel to effectively respond to more challenging situations.

- Goal 6 (Community Services): The timely removal of hazardous weeds, brush, and rubbish improves the quality of life for the residents of Los Angeles County's unincorporated communities.

FISCAL IMPACT/FINANCING

There is no net County cost. The cost of the program is 100 percent recoverable through property tax liens and direct charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Unusual or unanticipated weather conditions and accompanying weed growth may require increased vendor utilization. Therefore, we request that your Board delegate authority to the Agricultural Commissioner/Director of Weights and Measures to make an amendment to the contract not to exceed 15 percent of the contract amount, subject to review and approval by County Counsel, the CEO, and notification to the Board offices.

The Department has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract due to the seasonal nature of the weed abatement services.

The contract has been reviewed by County Counsel and is approved as to form.

CONTRACTING PROCESS

ACWM commenced solicitation for weed abatement services by mailing a notice (Attachment A) to 129 vendors on the current vendor listing (Attachment B). The solicitation was posted in the County of Los Angeles "Doing Business with Us" website (Attachment C). The Invitation for Bids (IFB) was posted on ACWM's website (Attachment D).

Only one bid, from Gardner Tractor Service (Gardner), was submitted in response to this solicitation. The vendor was evaluated and deemed capable of performing the services requested, based on qualifications and experience as stated in the bid. Therefore, ACWM is recommending awarding the contract to Gardner.

Minority and women owner/employee statistics for Gardner are also attached (Attachment E). Upon final analysis and consideration for the award, Gardner was selected without regard to race, gender, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this recommended vendor will allow ACWM to continue to provide essential fire prevention in the specified areas of the County and contract cities. The recommended Board action will support the current level of program services for the remainder of fiscal year 2007-08, with two (2) one-year renewal options and six (6) month-to-month extensions.

CONCLUSION

Once approved, please return one (1) adopted copy of this letter to ACWM.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC
KEF:RBS:cm/yjf

Attachments

c: Maya Lee, County Counsel
Auditor-Controller
Gardner.Tractor.Contract.bl

Attachment

COUNTY OF LOS ANGELES

Department of
Agricultural Commissioner/
Weights and Measures

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

http://acwm.co.la.ca.us

12300 Lower Azusa Road
Arcadia, California 91006-5872

IMPORTANT ANNOUNCEMENT

Weed abatement work available in County of Los Angeles

The Department of Agricultural Commissioner/Weights and Measures will be accepting bids for a contract for weed abatement services, namely **tractor discing only,** for the period beginning approximately in April 2008 through June 30, 2008.

In January 2008, we will notify vendors of our general solicitation process, which will include tractor and handwork weed abatement services for the fiscal year beginning July 1, 2008 through June 30, 2009.

Complete bid information for this solicitation will be available November 8, 2007, on the County website:
http://lacounty.info
From the main page, navigate to the proper location by selecting the following in sequence:
Business - Doing Business with Us - Open Solicitations - View Open Bids - List by Department

Interested bidders may request a hard copy of the bid package by calling our office at the contact information provided below.

To be considered, you must register with the County as a vendor via the above website. Register under Class Code 988 and Sub-Class Code 98889.

Interested bidders must attend a mandatory pre-bid meeting.

Meeting topics will include an overview of the Department's Weed Abatement Program, the scope of the work, how to bid successfully, and pitfalls to avoid.

Meeting schedule:	**Date:**	November 26, 2007
	Time:	10:00 a.m. to approximately 12:00 noon
	Location:	12300 Lower Azusa Road, Arcadia.

Go to http://acwm.co.la.ca.us/scripts/map.htm for a map to the meeting location.

Questions should be directed to:
Corina Monsivaiz at (626) 575-5487, or
Jo Anne Benavidez at (626) 575-5488

Upon request, we can provide accommodations for people with disabilities. The Department's main office is accessible to individuals with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (626) 575-5454 or TDD (626) 575-5520, Monday through Thursday, from 7:00 a.m. to 5:30 p.m.

A CAL
ATTENTION LOUIS VALDEZ
2669 DELCO AVE
EL MONTE CA 91733

A & G GRADING AND GENERAL ENGINEERING
13641 BIXLER AVE
DOWNEY CA 90242

ABEL MONTEMAYOR
ABELS TRACTOR SERVICE
11628 JUNIPER HILLS RD
LITTLE ROCK CA 93543

ABSOLUTE PROFESSIONAL SERVICES
PO BOX 1741
SUN VALLEY CA 91353

ACCENT LANDSCAPE INC
PO BOX 3550
GARDENA CA 90247

AGRO TECH
DANNY INGRAM
41943 50TH STREET WEST
QUARTZ HILL CA 93536

AL THORNE DISCING
33310 HASSTED DR
MALIBU CA 90265

ALL SEASONS LANDCARE
3107 TOPAZ LN #D
FULLERTON CA 92831

ANDERSON GARDENING
RICK ANDERSON
2695 CASITAS AVE
ALTADENA CA 91001

ANDRE LANDSCAPE
JEREMY ANDRE
PO BOX 1333
AZUSA CA 91702

ANDREW CARLSON
2221 STERN LANE
OXNARD CA 93035

ANIMAL PEST MGMT SVC INC
13655 REDWOOD COURT
CHINO CA 91710

APPLES TRACTOR SERVICE
PO BOX 354
NORWALK CA 90651-0354

ATE TRACTOR SERVICE
BRUCE HARRISON
3660 WILSHIRE BLVD STE 1134
LOS ANGELES CA 90010

AZTECA LANDSCAPE
1027 E ACACIA ST
ONTARIO CA 91761

B AND L WEED ABATEMENT
LINDA LINDSAY
1811 CAPRI AVE
MENTONE CA 92359

BENNETT LANDSCAPE
SEAN BENNETT
25889 BELLE PORTE AVE
HARBOR CITY CA 90710-3314

CHILDREN R US
JOHN TATE
4611 E COMPTON BLVD
E RANCHO DOMIGUEZ CA 90220

CLEAN LAKES INC
2150 FRANKLIN CANYON RD
MARTINEZ CA 94553

CLYDE GRAZES
PO BOX 97
LLANO CA 93544

CRANES PLANT HEALTH
ATTENTION MICHAEL CRANE
PO BOX 51122
PASADENA CA 91115

CREATIVE CONCEPTS LANDSCAPE
2606 FOOTHILL BLVD UNIT D
LA CRESCENTA CA 91214

DE ANGELO BROTHERS
ATTENTION MIKE BISCIEGLIA
4863 CHEYENNE WAY
CHINO CA 91710

DE ANGELO BROTHERS
ATTN AMY ST CYR
100 N CONAHAN DR
HAZLETON PA 18201

DIANE BOWES
6484 MANN AVE
MIRA LOMA CA 91752

DENNIS MALLORY
23437 STYLES ST
WOODLAND HILLS CA 91367

DIVERSIFIED LANDSCAPE CO
33801 WASHINGTON ST
WINCHESTER CA 92596

ELLINGFORD BRUSH AND TREE SERVICE
9818 SHADOW WAY
SUNLAND CA 91040

ENVIRONMENTAL CONSTRUCTION INC
GENERAL CONTRACTORS
21550 OXNARD ST #1050
WOODLAND HILLS CA 91367

ENVIRONMENTAL TREE CARE
PO BOX 6395
MALIBU CA 90264-6395

ERIC ELSON
PO BOX 1716
WAILUKI HI 96793-6716

FOUR SEASONS BRUSH CLEARING
BRIAN AND PAMELA LOGAN
31969 EMERALD LANE
CASTAIC CA 91384

GARDNER TRACTOR SERVICE
10552 CHESTNUT AVE
STANTON CA 90680

GREAT SCOTT TREE SERVICE INC
10761 COURT ST
STANTON CA 90680

GREEN TECH
13128 TELEGRAPH RD SUITE G-1
SANTA FE SPRINGS CA 90670

GROUNDS MANAGEMENT
27502 AVENUE SCOTT SUITE B
VALENCIA CA 91355

GS BROTHERS INC
PROFESSIONAL LANDSCAPE SERVICES
2215 N GAFFEY ST
SAN PEDRO CA 90731

H E JULIEN & ASSOCIATES INC
3331 WEST HEMLOCK ST
OXNARD CA 93035-3111

HDEC INC
44111 DIVISION ST
LANCASTER CA 93535-3526

ICE WEED ABATEMENT
30000 HASLEY CYN #8
CASTAIC CA 91384

INCHWORM GARDENING SERVICES
MICHAEL DAWSON
PO BOX 21203
BAKERSFIELD CA 93390

INTERNATIONAL ENVIRONMENTAL CORPS IEC
HENRY CESPEDES
PO BOX 4218
PANORAMA CITY CA 91412

INTERSTATE ROAD MANAGEMENT
PO BOX 188
HAZLETON PA 18201

J WILLIAMS LANDSCAPE INC
2781 W MACARTHUR BLVD B-612
SANTA ANA CA 92704-8300

JB & SONS TRACTOR WORK
JONATHAN BOSCH
32414 CROWN VALLEY RD
ACTON CA 93510

JOHNS TRACTOR SERVICE
JOHN HANCE
3201 W AVE L
LANCASTER CA 93536

KMJ LANDSCAPE SERVICE
MIKE JOHNSON
2024 TUMAN
LA HABRA HEIGHTS CA 90631

KPS PROPERTY MAINTENANCE
PO BOX 5340
VENTURA CA 93005-0340

L & S CLEANUP
LAWRENCE LARRY
PO BOX 1318
LITTLEROCK CA 93543-9998

LANDSCAPE INDUSTRIES
JESSE YZAGUIRRE
PO BOX 285
LA CANADA CA 91011

LANDSCAPE PEST MGMT
BRYAN X THOMPSON LPM
PO BOX 5827
ORANGE CA 92863-5827

LARRY JACINTO FARMING
PO BOX 275
MENTONE CA 92359

LAWNSCAPE SYSTEMS INC
5215 STATE ST
MONTCLAIR CA 91763

LIVING SYSTEMS LAND MANAGEMENT
295A FELL STREET
SAN FRANCISCO CA 94102

LOPEZ GENERAL ENGRG CONTRACTORS INC
GEORGE LOPEZ
1702 CRESTON ST
SIGNAL HILL CA 90755

LUCAS WEED CONTROL
5196 E INTERNATIONAL AVE
CLOVIS CA 93611

MAIN PEST CONTROL
40816 13TH STREET
PALMDALE CA 93551

MAJESTIC LANDSCAPE & MTNCE
TERESA SCHAEFER
537 SLOPE DRIVE
WALNUT CA 91789

MARIPOSA HORTICULTURAL ENTERPRISE INC
ROBERT AUSTIN
15529 ARROW HIGHWAY
IRWINDALE CA 91706

MARTYS TRACTOR
MARTY FOSTER
23814 W AVENUE D-12
LANCASTER CA 93536

MARY SCOTT TRACTOR SERVICE
PO BOX 478
BLOOMINGTON CA 92316

MERCON INC GENERAL ENGRG CONTRACTOR
ATTENTION JEFF MOERER PRESIDENT
2696 LAVERY CT STE 8
THOUSAND OAKS CA 91320-1543

MIKES CLEANUP SERVICE
MIKE WALSH
11814 BURGESS ST
WHITTIER CA 90604

MIKES SPRAY AND TREE SERVICE INC
PO BOX 1310
LA CANADA CA 91012

MWH CONSTRUCTION
MEL HIGGINS
PO BOX 3161
CHATSWORTH CA 91311

NAKAE & ASSOCIATES INC
11159 JEFFREY RD
IRVINE CA 92602

NATURES IMAGE INC
20472 CRESCENT BAY DR STE 102
LAKE FOREST CA 92630

OROZCO LANDSCAPE & TREE COMPANY
11194 PIPELINE AVE
POMONA CA 91766

PAN AMERICAN LANDSCAPING
GUSTAVO OCCHIUZZO
4570 VAN NUYS BLVD SUITE 284
SHERMAN OAKS CA 91403

PAT CORRIGAN & COMPANY
25482 VIA DALIA
VALENCIA CA 91355

PATRIOT ENVIRONMENTAL SERVICES
ATTN WALT DORN
PO BOX 1091
LONG BEACH CA 90801

PEPO WEED ABATEMENT
MIKE PEPO
40441 GEMELOS CT
PALMDALE CA 93551

PESTMASTER SERVICES
RICK MCELROY
PO BOX 2435
LANCASTER CA 93539

PESTMASTER SERVICES INC
LISA M HALE CONTRACTS SPECIALIST
137 E SOUTH ST
BISHOP CA 93514

POWERLAND EQUIPMENT INC
ATTENTION CASSANDRA GOSWICK
27943 VALLEY CENTER RD
VALLEY CENTER CA 92082

PROTEC ENGINEERING SERVICES
RICHARD WIEGINS
11288 VENTURA BLVD SUITE 629
STUDIO CITY CA 91604

QUALITY SPRAYERS INC
1549 W 17TH ST
LONG BEACH CA 90813

RANKINS GARDENING SERVICE
811 E 46TH STREET
LOS ANGELES CA 90011

RAY BYERS
RAY BYERS & CLEANUP
30826 GILMOUR ROAD
CASTAIC CA 91384

REAL ESTATE CONSULTING AND SERVICES
ATTENTION PAUL STRADER ROBERT BERG
635 E FIRST ST #418
TUSTIN CA 92780

RL KLEIN AND ASSOCIATES
ROBERT KLEIN
3939 ATLANTIC AVE SUITE 100
LONG BEACH CA 90807

RM FISHERIES
28241 LA PAZ ROAD
LAGUNA NIGUEL CA 92677

ROCKS TREE & HILLSIDE SERVICE INC
ROCK AND MARYBETH MACKENZIE
644 N ORCHARD DR
BURBANK CA 91506

RON UBRUN FARMS
RON UBRUN
7820 SUMMIT ST
RIVERSIDE CA 92504

RPW SERVICES INC
ATTENTION BOB ADAMS
PO BOX 2342
FULLERTON CA 92837

SG VALLEY LANDSCAPING
MIKE JOHNSON
2608 DORAY CIRCLE
MONROVIA CA 91016

SALCO LANDSCAPING SERVICES
FRANK SPINA
6236 BELLFLOWER BLVD
LAKEWOOD CA 90713

SCOTT TRACTOR SERVICE
PO BOX 478
BLOOMINGTON CA 92316

SHEA LAND INDUSTRY INC
PO BOX 285
LA CANADA CA 91012

SHUBIN SERVICES
PO BOX 14730
IRVINE CA 92623-4730

SILENT FIRE INC
PO BOX 91001
PASADENA CA 91109

SOUTHERN CALIFORNIA WEED
HARVESTERS
25256 MANZANITA DR
DANA POINT CA 92629

SPECIALTY MOWING
ATTN OVE NAERBO
4949 2ND ST
FALLBROOK CA 92028

SPRAYING SERVICES
1425 WEST 139TH STREET
GARDENA CA 90249

SR LANDCAPING
STEVEN RAPP
PO BOX 12181
LA CRESCENTA CA 91224

STAFFORD SERVICES
MIKE STAFFORD
880 S ROSE PLACE
ANAHEIM CA 92805

STEELCLAD INC
ATTN CATHI HALLAM
320 N PALM UNIT C
BREA CA 92821

THOMAS LAND CLEARING CO
2170 W ESTHER
LONG BEACH CA 90803

TIFFANY GROUP INC
SEAN AKS
19528 VENTURA BLVD SUITE 359
TARZANA CA 91356

TOP NOTCH TREE AND LANDSCAPE
CARMEN HOWARD
19528 VENTURA BLVD
TARZANA CA 91356

TRACTOR WORK
8014 SIERRA HWY
AGUA DULCE CA 91350

TRUGREEN LANDCARE
1367 W 9TH ST
UPLAND CA 91786

TRUGREEN LANDCARE
CHARLENE GIBBONS
146 E RAILROAD AVE
MONROVIA CA 91016

UNDERWOOD LANDSCAPE & BRUSH CLEARANCE
PO BOX 692
AGOURA HILLS CA 91376-0692

UNITED RIGHT-OF-WAY
1302 HIGHWAY 28
EPHRATA WA 98823

UNITED PACIFIC SERVICES
1740 NORTH HILLS DRIVE
LA HABRA CA 90631

UNITED PACIFIC SERVICES INC
ERIC FRANKLIN
120 E LA HABRA BLVD SUITE 107
LA HABRA CA 90631-2310

VALLEYCREST LANDSCAPING
MICHELLE SCOFIELD
12087-20 N LOPEZ CANYON RD
SAN FERNANDO CA 91342

VAN GOGH LANDSCAPE
11684 VENTURA BLVD SUITE 818
STUDIO CITY CA 91604

VERSATILE ENTERPRISES
GENE & MARTHA WALLIS
PO BOX 8448
CALABASAS CA 91372-8448

WEST COAST WEED CONTROL
DARRYN FLEXMAN
1705 ADRIENNE DR
CORONA CA 92882

WILCOX LANDSCAPING
23492 PINE ST
NEWHALL CA 91321-4004

WOODS MAINTENANCE SERVICE
7260 ATOLL AVENUE
NORTH HOLLYWOOD CA 91605

C & M WEED ABATEMENT
MIKE ROMAGE
13939 JICARILLA RD
APPLE VALLEY CA 92307

PACIFIC IRON PUBLICATION COMPANY
PAUL KANG
1927 S MATEO ST
LOS ANGELES CA 90021

BRIAN WALSH
1622 WINONA BLVD
LOS ANGELES CA 90027

MFD ENTERPRISES INC
6172 KNOX AVE
FONTANA CA 92336-4519

SPRAGUE CONSULTANTS INC
30251 GOLDEN LANTERN SUITE E#90
LAGUNA NIGUEL CA 92677-5993

AVALON LANDSCAPE
ATTENTION LUIS CADIZ
13547 VENTURA BLVD #151
SHERMAN OAKS CA 91423

KEMPTON COMPANY
ATTENTION LARRY KEMPTON
15814 FRESNO ST
VICTORVILLE CA 92395

SHERRYL C JONES
CALIFORNIA CONSERVATION CORPS
4366 SOUTH MAIN ST
LOS ANGELES CA 90037

PESTMASTER SERVICES INC
PATRICIA PERKINS KARD
137 E SOUTH ST
BISHOP CA 93514

RPW SERVICES INC
ATTENTION BOB ADAMS
PO BOX 2342
FULLERTON CA 92837

DIANE BROWN
591 CASITAS VISTA RD
VENTURA CA 93001

AJ ACOSTA COMPANY INC
PO BOX 2889
BIG BEAR LAKE CA 92315

ABC BRUSH CLEARANCE
217181 VENTURA BLVD #105
WOODLAND HILLS CA 91364

WASHBURN GROVE MGMT INC
27781 FAIRVIEW AVE
HEMET CA 92544

WALLACE JOHNSON
DEMOLITION LOT CLEARING
83311 E AVE I
LANCASTER CA 93536

MARCO HERRERA
ASTRO PEST CONTROL
827 N HOLLYWOOD WAY #178
BURBANK CA 91505-2814

Bid Detail Information

Bid Number : AGR01014
Bid Title : WEED ABATEMENT DIVISION INVITATION FOR BIDS (IFB) 2007/2008
Bid Type : Service
Department : Agricultural Comm/Weights-Measures
Commodity : WEED AND VEGETATION CONTROL
Open Date : 11/14/07
Closing Date : 12/3/2007 5:00 PM
Bid Amount : $ n/a
Bid Download : Not Available
Bid Description : After November 13, 2007, log on to http://acwm.co.la.ca.us and click on Weed Abatement Division Invitation for Bids (IFB) November 2007 (under What's New).

Bid proposals for tractor discing services (hourly and square foot) are available for the period from Board of Supervisors' approval (approximately April 2008) through June 30, 2008 with renewal options. Mandatory Bidder's meeting will be held on Monday, November 26, 2007, at 10:00 a.m., at our headquarters location, 12300 Lower Azusa Road, Arcadia, CA 91006 (just north of the 10 Fwy off of the 605 Fwy). ALL INTERESTED BIDDERS MUST ATTEND THIS MEETING.

Upon request, we can provide accommodations for people with disabilities. The Department's headquarters is accessible to individuals with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (626) 575-5454 or TDD (626) 575-5520, Monday through Thursday, from 7:00 am to 5:30 pm.

A copy of the bid package may be obtained at no charge, Monday through Thursday, 7:00 am to 5:00 pm from our address above or by calling Corina Monsivaiz at (626) 575-5487 no later than November 21, 2007 to request the bid package be mailed to you.

Contact Name : Corina Monsivaiz
Contact Phone# : (626) 575-5487
Contact Email : CMonsivaiz@acwm.lacounty.gov
Last Changed On : ~~11/8/2007 4:00:47 PM~~

Back to Last Window

WEED ABATEMENT DIVISION
INVITATION FOR BIDS (IFB) NOVEMBER 2007
Last updated 11/07

Welcome to the Weed Abatement Bid Documents page. If you are interested in bidding on contracts with the Weed Abatement Division, you will need the following solicitation document. For easy downloading and printing, the document is provided in Adobe Acrobat PDF format.

Adobe Acrobat Reader is available at http://www.adobe.com/products/main.html/

REQUIRED DOCUMENT:

INVITATIONFORBIDSNOVEMBER2007.PDF

If you have problems downloading this document, or have any questions about the bids, scope of the work, etc., please send us an e-mail at CMonsivaiz@acwm.lacounty.gov or call (626) 575-5487.

Note: The mandatory pre-bid meeting will be held on Monday, November 26, 2007, at 10:00 a.m., 12300 Lower Azusa Road, Arcadia, CA 91006 (we are just north of the 10 Freeway, off of the 605 Freeway).

Attachment E

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Gardner Tractor Service
COUNTY VENDOR NUMBER: _____

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION:

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

Business Structure: ☑ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 10

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					6	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1			2	

III. PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION:

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
John Gardner		Owner	12-1-07

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GARDNER TRACTOR SERVICES

FOR

WEED ABATEMENT SERVICES

TRACTOR DISCING

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Contract # AW77100

WEED ABATEMENT CONTRACT

THIS CONTRACT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and GARDNER TRACTOR SERVICE, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1.0 APPLICABLE DOCUMENTS

The Invitation for Bids (IFB), which include the General Specifications or Statement of Work, Exhibits A, B, C, D, E, and F 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, IFB and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the IFB, and then to the Contract and Exhibits.

Standard Exhibits:

Exhibit A - Pricing Schedule

Exhibit B - COUNTY'S Administration

Exhibit C - CONTRACTOR'S Administration

Exhibit D - CONTRACTOR Employee Jury Service

Exhibit E - CONTRACTOR'S EEO Certification

Exhibit F - 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 Contract: Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Invitation for Bids (IFB).

2.2 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 IFB.

2.3 CONTRACTOR Project Manager: The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

2.4 COUNTY Contract Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the CONTRACTOR.

2.5 COUNTY Project 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 Project Manager.

2.6 COUNTY Project Manager: Person designated by COUNTY'S Project Director to manage the operations under this Contract.

2.7 Days: Calendar day(s) unless otherwise specified.

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

3.0 WORK

3.1 PURSUANT TO, and in compliance with the Invitation for Bids (IFB), Sections 1 through 4, the General Specifications, Information for Bidders, Required Documents and Bid Proposal(s), and the undersigned bidder, having familiarized himself with the terms and conditions of the Contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other Contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

3.2 If 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 the Contract shall be for period commencing after execution by COUNTY'S Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this contract, through June 30, 2008.

4.2 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months upon mutual agreement on terms acceptable to the COUNTY. Each such option and extension shall be exercised at the sole discretion of the Agricultural Commissioner.

4.3 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to Agricultural Commissioner at the address herein provided in Exhibit B – COUNTY'S Administration.

4.4 The Contract may be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months. All terms of the Contract if effect at the time of extending the term shall remain in effect for the duration of the extension.

5.0 CONTRACT SUM

5.1 COUNTY'S maximum obligation under this Contract is **$ 283,720.00** including all fees and expenses. (See attached Exhibit A.) Any services provided by CONTRACTOR or expenses incurred in connection with this Contract which exceed this amount shall be a gratuitous effort by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may increase the COUNTY'S maximum

obligation under this Contract by 15% of the total contract amount in the event additional services from the CONTRACTOR are required. Any other change affecting the scope of work, price or other terms and conditions under this Contract must be approved by the COUNTY Board of Supervisors or Agricultural Commissioner.

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 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Agricultural Commissioner at the address herein provided in Exhibit B – COUNTY'S ADMINISTRATION, under COUNTY'S Project Director.

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 the IFB 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 A, 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. The CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance with paragraph 1.5.5 of the General Specifications. The CONTRACTOR'S services, and rate of service to be provided, are itemized in attached Exhibit A.

5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with Exhibit A.

5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in the IFB 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:

Los Angeles County Department of Agricultural Commissioner/
Weights and Measures
Attention Fiscal Services
12300 Lower Azusa Road
Arcadia, CA 91006

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all COUNTY Administration referenced in the following Subparagraphs is designated in Exhibit B - 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

The responsibilities of the COUNTY'S Project Director include:

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

6.2 COUNTY'S Project Manager

The responsibilities of the COUNTY'S Project Manager or designated representative 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.
- 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.

6.3 COUNTY'S Contract Project Monitor

The COUNTY'S Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the COUNTY'S Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S Project Manager

7.1.1 The CONTRACTOR'S Project Manager is designated in Exhibit C - 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

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.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Agricultural Commissioner/Director of Weights and Measures or his designee.

8.1.2 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, an Amendment to the Contract shall be prepared and executed by the COUNTY and by the Deputy Director/Bureau Chief, Weed Hazard and Pest Management Bureau.

8.1.3 The Agricultural Commissioner/Director of Weights and Measures or his designee, may at his 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, an Amendment of the Contract shall be prepared and executed by the CONTRACTOR and by Deputy Director/Bureau Chief, Weed Hazard and Pest Management Bureau.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 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.

8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest

themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of 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.

8.2.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without 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 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.

8.4 COMPLIANCE WITH APPLICABLE LAWS

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

8.4.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.5 COMPLIANCE WITH CIVIL RIGHTS LAWS

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 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 subject to discrimination under this Contract or under any project,

program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit E - CONTRACTOR'S EEO Certification.

8.6 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.6.1 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 D and incorporated by reference into and made a part of this Contract.

8.6.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this 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 $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 CONRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

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.

8.7 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.

8.8 CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT

8.8.1 Should 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) 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.

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

8.9 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.9.1. 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.

8,9.2. 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 being awarded, and/or performing work on COUNTY Contracts for a specified period of time not

to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.9.3 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, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.9.4 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 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 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.

8.9.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY Contractors.

8.10 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 Safety Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all County Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

8.11.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from 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 COUNTY and its taxpayers.

8.11.2 As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, 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).

8.12 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all Contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.13 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.13.1 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.

8.13.2 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.

8.14 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

8.15 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, including the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

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

8.16 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

8.17 INDEPENDENT CONTRACTOR STATUS

8.17.1 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 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.

8.17.2 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.

8.17.3 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. 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.

8.18 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at its own expense.

8.18.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Chief Administrative Services
Department of Agricultural Commissioner/Weights and Measures,
12300 Lower Azusa Rd.
Arcadia, CA 91006-5872

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;

- Contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.18.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.18.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the

Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.18.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY'S Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.18.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.18.6 Insurance Coverage Requirements for Subcontractors:

The CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- The CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.19 INSURANCE COVERAGE REQUIREMENTS

8.18.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.19.2 Automobile Liability written on ISO policy for CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such

insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.19.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit	$1 million
Disease – each employee	$1 million

8.19.4 Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than $500 per contract, but not to exceed $1,000.

8.20 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.20.1 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.

8.20.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit E – CONTRACTOR'S EEO Certification.

8.20.3 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.

8.20.4 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.

8.20.5 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.

8.20.6 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 8.16 when so requested by the COUNTY.

8.20.7 If the COUNTY finds that any provisions of this sub-paragraph 8.16 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.20.8 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.

8.21 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.

8.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.23 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 of this Contract.

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

Failure of CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.10 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default by CONTRACTOR under this contract. Without limiting the rights and

remedies available to 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 8.22 – TERMINATION FOR DEFAULT and pursue debarment of the CONTRACTOR, pursuant to County Code 2.202.

8.25 TERMINATION FOR CONVENIENCE

8.24.1 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.

8.25.2 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.
- 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.

8.26 TERMINATION FOR DEFAULT

8.26.1 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.

8.26.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.26.1, 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.

8.26.3 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 8.26.2 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 8.26.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.26.4 If, after the COUNTY has given notice of termination under the provisions of this sub-paragraph 8.26, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this sub-paragraph 8.26, or that the default was excusable under the

provisions of sub-paragraph 8.26, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.25 – TERMINATION FOR CONVENIENCE.

8.26.5 The rights and remedies of the COUNTY provided in this sub-paragraph 8.26 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.27 TERMINATION FOR IMPROPER CONSIDERATION

8.27.1 The COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of 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 the 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 the 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 the CONTRACTOR.

8.27.2 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.

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

8.28 TERMINATION FOR INSOLVENCY

8.28.1 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.

8.28.2 The rights and remedies of the COUNTY provided in this sub-paragraph 8.28 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.29 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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.

8.30 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Contract during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this Contract in COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR OBLIGATIONS

CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to paragraph 1.5 of the General Specifications. The COUNTY guarantees no minimum service requirement during the term of this Contract.

9.2 ADDITIONAL TERMINATION PROVISIONS

A. In addition to the termination provisions set forth in Paragraphs 8.24 through 8.30, the COUNTY may terminate this Contract in the event of the occurrence of any of the following:

1. The appointment of a Receiver or Trustee for the CONTRACTOR;

2. The execution by the CONTRACTOR of an assignment for their benefit of creditors;

3. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within 14 days.

B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.3 INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Contract shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

9.4 CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Contract consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Invitation for Bids (IFB) dated November 2007

Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Agricultural Commissioner
Director of Weights and Measures

Attest:

SACHI HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Principal Deputy County Counsel

CONTRACTOR

Gardner Tractor Service
Company Name

By John Gard
Name

Owner
Title

Address 10552 c kestner Ave
Stanton, Ca. 90680

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Exhibit A

GARDNER TRACTOR SERVICE

WEED ABATEMENT TRACTOR CONTRACT

(Date of Board of Supervisors' Approval _____ through June 30, 2008)

First Year

Contract Awarded		**Units/Parcels**		**Price**	**Amount**
Zone 3		850 hours		$ 240.00	$ 204,000.00
		Overtime Rate*		$ 255.00	
				Total hourly discing	**$ 204,000.00***
Zone 3 -	0 to 10,000 sq ft -	M	50 units	$ 288.00	$ 14,400.00
	10,0001-25,000 sq ft -	N	35 units	$ 288.00	$ 10,080.00
	25,001 to 1 acre -	P	70 units	$ 332.00	$ 23,240.00
	¼ acre or excess -	Q	250 units	$ 128.00	$ 32,000.00
				Total square foot discing	**$ 79,720.00**
				Maximum Amount of Contract Awarded	**$ 283,720.00**

***The Vendor's hourly rate and the overtime rate will be incorporated into the awarded Contract.**

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COUNTY'S ADMINISTRATION

Contract No. AW77100

COUNTY PROJECT DIRECTOR:

Name:	Raymond B. Smith
Title:	Deputy Director/Bureau Chief, Weed Hazard & Pest Management Bureau
Address:	12300 Lower Azusa Rd. Arcadia, CA 91006-5872
Telephone:	(626) 575-4393
Facsimile (fax):	(626) 350-7077
E-Mail Address:	RSmith@acwm.lacounty.gov

COUNTY PROJECT MANAGERS:

Name:	Richard Takata, Daniel V. Papilli and David Brackin
Title:	Deputy Agricultural Commissioner/Sealer
Address:	12300 Lower Azusa Rd., Arcadia, CA 91006-5872 335 A East Avenue K-6, Lancaster, CA 93535 11012 Garfield Ave., Bldg. B, South Gate, CA 90280
Telephone:	(626) 459-8892, (562) 622-0445, and (661) 723-4488
Facsimile:	(626) 350-7077, (562) 622-0717, and (661) 948-1088
E-Mail Address:	RTakata@acwm.lacounty.gov, DPapilli@acwm.lacounty.gov, and DBrackin@acwm.lacounty.gov

COUNTY PROJECT MONITOR:

Name:	Corina Monsivaiz
Title:	Staff Assistant III
Address:	12300 Lower Azusa Rd. Arcadia, CA 91006-5872
Telephone:	(626) 575-5487
Facsimile:	(626) 350-7077
E-Mail Address:	CMonsivaiz@acwm.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:
CONTRACT NO: AW77100
(number issued by COUNTY)

CONTRACTOR'S PROJECT MANAGER:

Name: John Gardner
Title: Owner
Address: 10552 Chestnut Ave, Stanton CA 90650

Telephone: 714 527-6530
Facsimile (fax): 714 828 2226
E-Mail Address: jgardnertractor@aol.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Dawn Gardner
Title: Owner
Address: 10552 Chestnut Ave, Stanton, CA 90680

Telephone: 714 527-6530
Facsimile: 714 828 2226
E-Mail Address: jgardnertractor@aol.com

Name:
Title:
Address:

Telephone:
Facsimile:
E-Mail Address:

Notices to CONTRACTOR shall be sent to the following:

Name: John Gardner
Title: Owner
Address: 10552 Chestnut Ave, Stanton, CA 90680

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.

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

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

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

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

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

2.203.060 Enforcement and Remedies.

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

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

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

2.203.070. Exceptions.

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

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

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

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

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

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

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

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

2.203.090. Severability.

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

Exhibit E

CONTRACTOR'S EEO CERTIFICATION

Gardner Tractor Service
Contractor Name

10552 Chestnut Ave., Stanton, CA 90680
Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

John Gardner, Owner
Authorized Official's Printed Name and Title

Authorized Official's Signature

December 1, 2007
Date

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org