COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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Commissioners

January 6, 2009

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

AWARD CONTRACT FOR DEMOLITION SERVICES
(ALL DISTRICTS) (3 VOTE)

SUBJECT

This letter requests approval of four contracts to be awarded to, Interior Demolition Inc., Miller Environmental Inc., Specialized Environmental Inc. and Vizion's West to provide demolition services to the Community Development Commission.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of service contracts for demolition services is exempt from the provisions of CEQA, as described herein, because the activities will not have the potential for causing a significant effect on the environment.

2. Approve and authorize the Acting Executive Director to execute, administer, and if necessary terminate one-year Demolition Services contracts (Contracts), in substantially the form of the attached, with Interior Demolition Inc., Miller Environmental Inc., Specialized Environmental Inc. and Vizion's West, in an aggregate amount not to exceed $500,000 in administrative services funds, to be effective following approval as to form by the County Counsel and execution by all parties.

3. Authorize the Acting Executive Director to execute amendments to the one-year Contracts, following approval as to form by County Counsel, to increase the total amount of compensation by up to ten percent to cover unforeseen costs, modify the scope of work to address unforeseen issues,

or make other non-monetary changes necessary for the administration and implementation of the Contracts.

4. Authorize the Acting Executive Director to extend the time of performance for up to four years, in one-year increments, at the same annual cost of $500,000, using funds to be approved through the annual budget process.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

During the course of acquisition of abandoned or substandard property that will later be redeveloped, it is occasionally necessary to demolish the existing structures so these vacant structures do not become a nuisance or a source of blight on the community. Currently, the Commission procures a demolition contractor on a project-by-project basis when demolition services are needed. The proposed Contracts will replace the individual procurements and allow for the more timely demolition of these nuisance structures.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

The Contracts will be funded with a total of $500,000 in administrative services funds included in the Commission's Fiscal Year 2008-2009 approved budget. A ten percent contingency, in the amount of $50,000, is being set aside for unforeseen costs. The Contracts may be extended for up to four additional years, in one-year increments, at the same annual cost. Funds for future years will be requested through the annual budget approval process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contracts will provide for the following services: demolition and/or removal of structures, relocation of modular buildings, clean up work (i.e., removal of debris, miscellaneous materials, etc.), and other related services. The services will be requested on an as-needed basis and the Commission guarantees no amount of work to the Contractors. The demolition projects will be located at various job sites, primarily within the unincorporated areas of Los Angeles County.

The proposed services are being primarily federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the Greater Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, all four contractors must comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain U.S. Department of Housing and

Urban Development (HUD) assistance be directed to low and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

CONTRACTING PROCESS

On October 23, 2008, an Invitation for Bid (IFB) process was initiated to identify qualified contractors who are able to provide demolition services for the Community Development Commission. Notices were mailed to 34 agencies identified from the Commission's vendor list. Announcements appeared in ten local newspapers and on the County's WebVen website. A copy of the IFB was posted on the Commission's website.

A total of five bids were received by the submission deadline of November 12, 2008. The bids were reviewed by two representatives from the Commission. Each bidder provided a rate schedule and was ranked according to the lowest rate per square foot. One bidder did not meet the minimum requirements and did not comply with the Invitation for Bid format. After reviewing all bids, the representatives recommend Interior Demolition Inc., Miller Environmental Inc., Specialized Environmental Inc. and Vizion's West, for the contract awards.

The Summary of Outreach Activities is provided as Attachment A.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.35 (a) (3) (ii), this action is excluded from the National Environmental Policy Act (NEPA) because it involves activities that will not alter existing environmental conditions. The action is exempt from the provisions of the CEQA pursuant to State CEQA Guidelines Section 15301 because it does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECT

The four proposed contracts will provide demolition services for the Community Development Commission.

Respectfully submitted,

CORDE CARRILLO
Acting Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

Demolition Services

Beginning on October 23, 2008, the following outreach was initiated to identify demolition contractors to provide demolition services for the Community Development Commission.

A. Newspaper Advertising

Announcements appeared in the following newspapers:

La Opinion
The Daily News
International Daily News
L.A. Sentinel
Eastside Sun
Los Angeles Times
Long Beach Press Telegram
Agua Dulce News
Antelope Valley Press
Wave Community Newspaper
The Westside
West Edition
East Edition

An announcement was also posted on the County's WebVen website and on the Commission Web Site.

B. Distribution of Notices

The Commission's vendor list was used to mail out the Invitation for Bids (IFB) to 34 demolition contractors, of which 10 identified themselves as firms owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses, in which 51 percent of the stock is held by minorities or women). As a result of the outreach, five bid packages were received.

C. Bid Results

On November 12, 2008 five bids were received. One bid did not meet the minimum requirements and did not comply with the Invitation for Bid format; the bid submitted by All American Demolition, Inc. did not have a superintendent with ten years of experience and bid was not submitted in the required format. They were determined to be non-responsive. Each bidder provided a rate

schedule for building types and was ranked according to the lowest rate per square foot. Interior Demolition Inc., Miller Environmental Inc., Specialized Environmental Inc. and Vizion's West were selected for recommendation of award of the Contract based on the criteria set forth in the IFB.

D. Minority/Women Participation None - Contractors Selected

Name	Ownership	Employees
Miller Environmental, Inc.	Non-Minority	Total 80 7 Minorities 6 Women 1.11% Minorities 13.3% Women
Interior Demolition, Inc.	Non-Minority	Total 30 22 Minorities 6 Women 1.36% Minorities 5% Women
Specialized Environmental Inc.	Non-Minority	Total 60 56 Minorities 2 Women 1.07% Minorities 30% Women
Vizion's West	Non-Minority	Total 11 8 Minorities 2 Women 1.38% Minorities 5.50% Women

E. Minority/Women Participation – Contractors Not Selected

Name	Ownership	Employees
All American Demolition Inc.	Non-Minority	Total19 17 Minorities 1 Woman 1.12% Minorities 19% Women

The Community Development Commission and Housing Authority conducts ongoing outreach to include minorities and women in the Contract award process, including: providing information at local and national conferences; conducting seminars for

minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Community Development Commission and Housing Authority.

The recommended award of Contract is being made in accordance with the Community Development Commission and Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES

DEMOLITION CONTRACT

This DEMOLITION CONTRACT (or "Contract") is made this ____ day of _____ 2009 by and between the **Community Development Commission of the County of Los Angeles and/ the Housing Authority** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the **"Commission"** or the **"Authority"**, and **Contractor Name Here**, hereinafter referred to as the **"Contractor"**.

WITNESSETH, that the Commission or Authority and the Contractor, for the consideration stated herein, mutually agree as follows:

A. The Commission or Authority is the Owner and/or Lender of certain real properties, located throughout the County, hereinafter referred to as the "Properties".

B. The term "Work" includes performance, as set forth in the Contract Documents by the Contractor, for all work on, in and about the Properties.

C. The Commission or Authority desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and the Contractor agrees to perform said Work on terms and conditions set forth below.

D. The Commission or Authority will approve demolition services for individual demolition assignments under this Contract on an as-needed basis.

E. This Contract is non-exclusive; it is one of other contracts approved for award by the Board of Commissioners. The Commission or Authority guarantees no amount of work to the Contractor. The Commission or Authority, in its sole discretion, may determine and approve work assignments with other approved contractors.

F. The Commission or Authority shall have the right to request bids and negotiate a fair and reasonable price from the approved contractors for other demolition services not mentioned in the Attachment C, "Schedule of Prices."

G. In the event that Contractor is selected to provide demolition services, the Commission or Authority shall issue a Notice to Proceed to Contractor, setting forth their relationship in more specific details.

ARTICLE 1
THE DEMOLITION CONTRACT

1.1 The Contract means and includes all of the "Contract Documents". The Contract Documents which forms the Contract are incorporated herein by this reference and are made a part of this Contract as if fully set forth herein. The Contract Documents consist of this Contract and the following component parts:

ATTACHMENT A	Statement of Work
ATTACHMENT B	General Conditions

ATTACHMENT C Required Forms
ATTACHMENT D Required Notices

Work Orders Site-Specific Work Orders (when work is ordered)
ADDENDA Relative to the Contract Documents.
NOTICE TO PROCEED

ARTICLE 2
STATEMENT OF WORK

2.1 Contractor agrees to perform in a professional manner, to the satisfaction of the Commission's Executive Director, all Work described in the Contract Documents referenced in Article 1.

2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all required Work for the Commission or Authority. All such Work shall be in strict accordance with the Contract Documents.

2.3 Data provided in the Contract Documents are believed to actually depict the conditions to be encountered by the Contractor, but the Commission or Authority does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Properties which are reasonably necessary to apprise Contractor of the condition of the Properties. Otherwise the Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by Contractor, and hereby expressly waives any and all rights under this Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

3.1 The Work to be performed under this Contract shall be commenced within ten (10) days after the Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within the specified calendar days following the required commencement date specified in each Notice.

3.2 The Contractor and the Commission or Authority agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and its sureties shall be liable for, and shall pay to the Commission or Authority the sum of _____ Dollars ($_____) as liquidated damages for each calendar day of delay, until the Work is accepted by the Commission or Authority. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond their control and without the fault or negligence of the Contractor.

The Commission or Authority may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

3.3 The term of this Contract is for five (5) years from the date of this Contract.

ARTICLE 4
CONTRACT SUM

4.1 The Commission or Authority shall pay the Contractor for the performance of the Work subject to additions and deductions by Change Order(s) as provided in the Contract Documents, from current funds, the agreed upon sum relative to the work for a specific property. The aggregate amount of total compensation for the first year of this contract shall not exceed $_____ for all services provided by the Contractor. The Commission or Authority, in its sole and absolute discretion, may initiate the option to award up to four-year extensions, provided the services are satisfactory and funds are available. The Contractor represents and warrants that Contractor shall pay its employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current Prevailing Wage Determination published by the U.S. Department of Labor.

4.2 The Work Sum shall include payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.

4.3 The Work Sum is not subject to escalation, the Contractor having satisfied itself with said Work Sum, which includes all labor, wage rates, material increases, sales and use tax or any other tax levied or anticipated throughout the duration of this Contract.

4.4 The Commission or Authority obligation is payable only and solely from funds appropriated from specific funding appropriated for the individual property and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

4.5 In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission or Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon applications for payment submitted by the Contractor to the Commission or Authority, and after approval by the Construction Management Division, the Commission or Authority shall make progress payments on account of the Work Sum to the Contractor, as provided in the Instruction to Bidders of the Contract.

5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the Commission or Authority on or before the first working day of the month. Payment shall be subject to receipt and acceptance of all required supporting documents.

5.3 The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Commission or Authority before the start of the work. The Contractor shall submit to the Commission or Authority all of its payrolls for each pay period within seven (7) days after the

pay period has ended. The Contractor shall also collect, review and submit to the Commission or Authority all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Commission or Authority to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated ongoing or flagrant failures by the Contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract which may result in the Commission or Authority terminating the Contract for default.

ARTICLE 6
PROJECT CLOSEOUT

6.1 Prior to accepting completion of the Work, or other portion of the project, the Commission or Authority shall receive documentation from the Contractor that such portion of the Work is completed, and shall cause a final inspection to be performed. The final acceptance shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Contract have been satisfied.

6.2 Upon acceptance of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Work Sum, including any sums due to the Contractor for changes in the Work approved by the Commission or Authority less any amounts which Commission or Authority is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor underpayments, and less the ten percent (10%) retention withheld.

6.3 In addition to all other requirements, the final payment shall be issued only when Commission or Authority has received, but not limited to, the following:

A. A signed off demolition permit card.

B. All delivery receipts, abatement clearances, inspection reports, recycle material verification receipts, waste manifests from the disposal site, issued by the appropriate entities. The Contractor guarantees that the Work was performed in accordance with all associated guidelines.

C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all subcontractors, and the Contractor's Certificate and Release.

D. Verification from the Commission or Authority inspector that the Contractor has removed all waste materials, rubbish, tools, equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the Commission or Authority may remove such items, and the Contractor shall pay the Commission or Authority for all costs incurred in connection with such removal.

6.4 After expiration of the thirty-day period for filing of stop notices, the Commission or Authority shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Work Sum, including the ten percent (10%) retention, less any amounts which the Commission or Authority

is entitled to receive from the Contractor under the terms of this Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 7
BREACH AND TERMINATION

7.1 Waiver by the Commission or Authority of any breach of this Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective Work or improper action.

7.2 In addition to any right of termination reserved to the Commission or Authority of the Contract, the Commission or Authority may terminate this Contract, or performance under this Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to complete the project in accordance with the Work, or otherwise substantially violates any provision of the Contract Documents.

7.3 The Commission or Authority shall give the Contractor and his/her surety written notice prior to terminating this Contract or performance under this Contract provided that the Contractor shall, upon receipt of such notice, immediately stop the Work, or other activity encompassing part of the project. Upon termination, the Commission or Authority may take possession of the project and all materials, equipment, tools, and equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Contract.

7.4 The Commission or Authority shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.

7.5 Termination for Cause: This Contract may be terminated by the Commission or Authority upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:

A. Continuing failure of the Contractor to perform any Work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission or Authority within the time specified in such notices, the Commission or Authority shall have the power to suspend the performance of this Contract by the Contractor in whole or in part or terminate the Contract in its entirety.

B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Commission or Authority may immediately terminate this Contract.

C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said

written notice of deficiency, the Executive Director of the Commission or Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under the Contract Documents, under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Commission or Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission or Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

7.6 Termination for Improper Consideration: The Commission or Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Commission or Authority officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the Commission or Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Commission or Authority officer or employee to solicit such improper consideration. The Report shall be made to the Commission's Executive Director or designee.

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

7.7 Termination for Convenience: The Commission or Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work performed prior to the written notice.

7.8 The Commission or Authorities Quality Assurance Plan: The Commission or Authority will evaluate Contractor's performance under this Contract as deemed necessary. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the Commission or Authority 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 Commissioners. The report will include improvement/corrective action measures taken by the Commission or Authority and the Contractor. If improvement does not occur, consistent with the corrective action measures, the Commission or Authority may terminate this Contract or pursue other penalties as specified in this Contract.

7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Commission or Authority for payment of any money or reimbursement, of any kind whatsoever,

for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission or Authority and shall immediately repay all such funds to the Commission or Authority. Payment by the Commission or Authority for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission or Authorities right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. In the event that the Contractor becomes aware that any provision of the Contract conflicts with any such rule, law, regulation, ordinance or order; he/she shall promptly give notice in writing to the Commission or Authority of such conflict.

8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

8.3 Anything mentioned in the Specifications and not described in the Work, or described in the Work and not mentioned in the Specifications, shall be of like effect as if described or mentioned in both. In case of difference between Work and Specifications, the Specifications shall govern. In case of discrepancy within the Work, or within the Specifications, the matter shall be promptly submitted to the Project Manager, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Project Manager shall be at its own risk and expense. The Project Manager shall furnish from time to time such detailed information as considered necessary, unless otherwise provided.

ARTICLE 9
CONTRACTOR APPROVAL

9.1 Contractor's Adherence to the Child Support Compliance Program
Contractor shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor.

9.2 Warranty of Adherence to Commission or Authority 's Child Support Compliance Program
Contractor acknowledges that the Commission or Authority has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract are in compliance with their court-ordered child, family and spousal support obligations in order to

mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the Commission or Authority 's Child Support Compliance Program 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 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 (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.3 Termination For Breach of Warranty to Comply with Commission or Authorities Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.2, "Contractor's Warranty of Adherence to Commission or Authorities Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission or Authority under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Commission or Authority may terminate this Contract pursuant to Paragraphs under 7.5- "Termination for Cause" and pursue debarment of Contractor, pursuant to Commission or Authority Policy.

9.4 Post L. A.'s Most Wanted Parents List

Contractor acknowledges that the Commission or Authority places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Commission or Authorities policy to encourage the Commission or Authority contractors to voluntary post the Commission or Authority 's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.

ARTICLE 10
ADDITIONAL PROVISIONS

10.1 Enforcement with Laws

This Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

10.2 The Contract

This Contract and the Contract Documents contain the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.

10.3 Obligations

No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part

of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

10.4 Insurance

Without limiting Contractor's duty to indemnify and duty to defend the Public Agencies (as defined in section 10.16 below), Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Suppliers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission or Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission or Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission or Authority and may provide for such deductibles as may be acceptable to the Commission or Authority. Any self-insurance program and self-insured retention must be separately approved by the Commission or Authority. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will indemnify and hold harmless, in addition to the separate duty to defend, the Commission or Authority, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been indemnified, held harmless, and defended if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Commission or Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission or Authority immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: _____.

The insurance policies set forth herein shall be primary insurance with respect to the Commission or Authority. The aforementioned insurance policies shall contain a waiver of subrogation for the benefit of the Commission or Authority. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required in this Section 10.4 may, upon the Commission or Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Commission or Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission or Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission or Authority shall be immediately repaid by the Contractor to the Commission or Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Commission or Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in

asserting any claim shall not diminish or impair the Commission or Authority's rights against the Contractor or the insurance carrier.

When Contractor is naming the Public Agencies as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Contractor is contracting, is naming the Public Agencies as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

Any failure to maintain the insurance required herein, may be deemed, at the sole discretion of Commission or Authority, a material breach of this Contract.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 20 10 85 or it's equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	$2,000,000
Products/ Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

This insurance shall also include, or separate insurance shall be secured with a minimum limit of one million dollars ($1,000,000) to cover, the defense of and liability for bodily injury, disease or illness including death, or property damage arising in whole or in part out of the removal, repair, handling, or disposal of asbestos and/or lead containing materials. This insurance shall also specifically include, and not exclude, coverage for Explosion, Collapse, and Underground ("XCU"). The Public Agencies and each of their elected and appointed officers, officials, representatives, employees, and agents shall be covered as additional insureds on such policy.

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	$1,000,000
Disease-Policy Limit	$1,000,000
Disease-Each Employee	$1,000,000

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." The Public Agencies and each of their elected and appointed officers, officials, representatives, employees, and agents shall be covered as additional insureds on such policy.

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars ($1,000,000) for each occurrence (Two Million Dollars ($2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of

Contractor to obtain separate written approval from Commission or Authority to eliminate this professional liability insurance requirement. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

E. PROPERTY INSURANCE. In the sole and absolute discretion of Commission or Authority, Borrower shall obtain either "Basic Form" or "Special Form" property insurance as follows:

(i) "Basic Form" insurance coverage shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, vandalism, malicious mischief and extended coverage, collapse, earth movement (excluding earthquake), flood (if the property is located in a Special Flood Hazard Area). The amount of the property coverage shall at all times exceed the actual cash value (ACV) of all existing structures, improvements and fixtures on the property. Said insurance shall be maintained for the duration of this Contract. The Public Agencies and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policy.

(ii) "Special Form" property insurance coverage shall include, without limitation, builders risk insurance and insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The amount of the property coverage shall at all times exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the property. There shall not be a "co-insurance" clause. If a coinsurance waiver is not commercially available at reasonable rates, Public Agencies may waive this requirement. Said insurance shall be maintained for the duration of this Contract. The Public Agencies and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policy.

F. ADDITIONAL INSURANCE REQUIREMENTS. Notification of Incidents, Claims, or Suits - The Contractor shall report to the Project Manager:

(i) Any accident or incident relating to Work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the Public Agencies. Such report shall be made in writing within 24 hours of occurrence.

(ii) Any third-party claim or lawsuit filed against the Contractor arising from or related to Work performed under this Contract.

(iii) Any injury to a Contractor's employee which occurs on Commission or Authority's property. This report shall be submitted on a "Non-employee Injury Report."

(iv) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of Commission's or Authority's property, monies, or securities entrusted to Contractor under the terms of this Contract.

G. COMPENSATION FOR OWNER'S COSTS. In the event 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 Commission or Authority or Owner, the Contractor shall pay full compensation for all costs incurred by the Commission or Authority or Owner.

H. ASSURANCE OF COMPLETION

The Contractor shall furnish an assurance of completion prior to the execution of the Contract. This assurance shall be separate performance and payment bonds, each for 100 percent of the contract price.

Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the states in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, and Washington, D.C. 20226.

Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

Failure by the Contractor to obtain the required assurance of completion within the time specified, or within such extended period as the Commission or Authority may grant based upon reasons determined adequate by the Commission or Authority, shall render the Contractor ineligible for the Contract. The Commission or Authority may then either award the contract to the next lowest responsible or solicit new bids. The Commission or Authority may retain the ineligible bidder's bid guarantee.

I. INCORPORATION. Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the Work, property or project that is the subject of this Contract.

J. MODIFICATION. The Commission or Authority may, in its sole and absolute discretion, modify the above mentioned insurance requirements depending upon the size and scope of the project that is the subject of Work contemplated under this Contract.

10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of $100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42

U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

10.6 Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)
Title VI provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10.7 Section 109 of the Housing and Community Development Act of 1974
No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10.8 Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973
No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

10.9 Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)
During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Commission or Authorities Project Manager, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her books, records, and accounts by the Commission

or Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission or Authority may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission or Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.10 Note to Contractor: one or the other of the following provisions will apply to each demolition project, depending on funding source:

State Prevailing Wage Requirements- Greater Avenues for Independence (GAIN) Program/General Relief Opportunity for Work (GROW) Program. **OR** Federal Davis Bacon Requirements- Section 3 of the Housing and Community Development act of 1968, as amended

10.11 State Prevailing Wage Requirements:

These projects are funded in whole with public funds. The Contractor shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc. which are applicable to this contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations (DIR), Division of Labor Statistics, these rates can be obtained on the website at www.dir.ca.gov. or by contacting the Community Development Commission, Labor Compliance Unit for the prevailing wage rates on file. The Contractor and Subcontractor shall also: (1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations (CCR) section 16000(a), and as set forth in Labor Code Sections 1771 and 1774; (2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites; (3) Provide workers' compensation coverage as set forth in Labor Code Section 1861; (4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee; (5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776; (6) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the DIR Director as set forth in CCR's section 16200; (7) Comply with Section 16101 of these regulations regarding discrimination; (8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section

1777.5; (9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and (10) Comply with any other requirements imposed by the State of California.

The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Community Development Commission before the start of the work. The Contractor shall submit to the Community Development Commission all payrolls for each pay period within 7 days after the pay period has ended. The Contractor shall also collect, review and submit to the Community Development Commission all of its subcontractors' payrolls for each pay period within 7 days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within 7 days after the pay period has ended, is a violation of this contract and entitles the Community Development Commission to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated ongoing or flagrant failures by the contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this contract which may result in the Community Development Commission terminating the contract for default.

10.12 Section 3 Provisions

All Housing Authority Demolition contracts of any amount and all Commission contracts valued at $100,000 or more are subject to Section 3.

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

10.13 Section Intentionally Left Blank

10.14 Access and Retention of Records

The Contractor shall provide access to the Commission or Authority, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission or Authority pays final payment and other pending matters are closed.

10.15 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission or Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Commission or Authority, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission or Authorities interest and the interests of the third parties.

10.16 Indemnification

Contractor agrees to indemnify and hold harmless the Authority, Commission, County of Los Angeles ("County") (Authority, Commission, and County are hereinafter sometimes collectively referred to as the "Public Agencies"), and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as "Agents"), from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to this Contract, the Work provided pursuant to this Contract, the property that is the subject of this Contract, or the project that is the subject of this Contract. Contractor shall not be required to indemnify and hold harmless the Public Agencies and its Agents from any Liabilities that arise from the active negligence, sole

negligence or willful misconduct of the Public Agencies, Public Agencies' agents, servants, or independent contractors who are directly responsible to the Public Agencies.

Separate and apart from the above duty to indemnify and hold harmless, Contractor agrees to defend, at its sole cost and expense, Public Agencies and their Agents from and against any and all Liabilities alleged against Public Agencies that arise out of, pertain to, or relate to this Contract, the Work provided pursuant to this Contract, the property that is the subject of this Contract, or the project that is the subject of this Contract. This duty to defend shall commence immediately upon the Commission or Authority giving notice to Contractor of any such allegations made against Public Agencies or any one of them.

The above duty to indemnify and hold harmless and the separate duty to defend, in favor of the Public Agencies, shall also be incorporated in Contractor's contracts with any and all entities with which it contracts in relation to the Contract, Work, property, or project.

10.17 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the Commission or Authority.

10.18 Assignment by Contractor

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

Shareholders, partners, members, or other equity holders of the 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 affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission or Authority in accordance with applicable provisions of this Contract.

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

10.19 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission or Authority.

10.20 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.21 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.22 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.23 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Commission or Authority and the Commission or Authority holds all the rights to said data.

10.24 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Commission or Authority, or under Commission or Authority supervision or control. This Contract is by and between the Contractor and the Commission or Authority, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Commission or Authority and the Contractor.

10.25 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.26 Notices

The Commission or Authority shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the Commission or Authority has actual knowledge of such injury or damage. The Commission or Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

10.26.1 Owner

Community Development Commission
DeAnn Johnson, Contracting Officer
4800 E. Cesar Chavez Ave.
Monterey Park, CA 90022

Contractor:
Contractor Name Here
RMO Name Here
Address Here
City, CA Zip Code

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Commission or Authority and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.27 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.28 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission or Authority pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injury arising from an accident connected with services provided to the Commission or Authority under this Contract.

Professional Conduct: The Commission or Authority does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission or Authority will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.29 Patent Rights

The Commission or Authority will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Contract.

10.30 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment A, Internal Revenue Service Notice 1015.

10.31 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.32 Contractor Responsibility and Debarment

A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Authority, and County to conduct business only with responsible contractors.

B. The Contractor is hereby notified that if the Commission or Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission or Authority may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission or Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission or Authority.

C. The Commission or Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Authority, or County, or a nonprofit corporation created by the Commission, Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Authority, County, or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Commission or Authority 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.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission or Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

F. 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 Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission or Authority 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 Commission or Authority.

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground 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.

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 Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors and sub-consultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

10.33 Compliance with Jury Service Program

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, 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 Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or Authority or a subcontract with an Commission or Authority contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more Commission or Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission or Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Commission or Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission or Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission or Authorities satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Commission or Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission or Authority contracts for a period of time consistent with the seriousness of the breach.

10.34 Notices 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 sheets are set forth in Attachment B of this Contract and are also available on the Internet at www.babysafela.org for printing purposes.

10.35 Contractor's Acknowledgment of Commission or Authority's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the Commission and Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission or Authorities policy to encourage all Commission or Authority contractors to voluntarily post the "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.

10.36 Contractor's Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Attachment C, the Commission or Authority seeks to ensure that all Commission or Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Commission or Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

10.37 Sample Contract

This Contract is a sample contract to be included in the IFB materials to give the Contractor a reasonable expectation of the terms and conditions that the Contractor might expect in such a contract in the event that the Contractor is ultimately selected to provide demolition services.

With that being said, the Commission or Housing Authority reserves the right, in its sole and absolute discretion, to modify the terms and conditions of this contract and any subsequent contract to be entered into between Commission or Authority and Contractor.

10.38 Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Demolition Contract on the date and year first written above.

OWNER

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

By: _____

CORDE CARRILLO

Title:ACTING EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:

_____

DEANN JOHNSON

Title: CONTRACTING OFFICER

Date: _____

OR

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, A BODY CORPORATE AND POLITIC

By: _____

CONTRACTOR

CONTRACTOR NAME IN UPPERCASE

License Number: 6-DIGIT # HERE

By: _____

NAME IN UPPERCASE

Title: PRESIDENT

Date: _____

APPROVED AS TO FORM
Office of County Counsel,
RAYMOND G. FORTNER, JR.

By: _____
Deputy

BUSINESS ADDRESS

Address

City, CA Zip Code

Telephone: (###) ###-####

Fax: (###) ###-####

CORPORATE SEAL

Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than $37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at *www.irs.gov*.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of $799, he or she must file a 2005 tax return to get the $799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2005)
Cat. No. 20599I

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

ARTICLE 12
REQUIRED NOTICES

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

ARTICLE 12
REQUIRED NOTICES

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ARTICLE 13

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES (COMMISSION)

Policy on Doing Business with Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs for the County of Los Angeles.

The Commission recognizes the importance of small business in...

- fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The Commission can play a positive role in helping small businesses grow...

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program to: a) inform and assist the local business about contracting opportunities; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, and address subcontracting and conduct business with our vendors in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.