Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES
Department of
Agricultural Commissioner/
Weights and Measures
12300 Lower Azusa Road
Arcadia, California 91006-5872
http://acwm.lacounty.gov

Richard K. Iizuka
Chief Deputy

June 10, 2014

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

Dear Supervisors:

APPROVAL OF CONTRACTS FOR WEED, BRUSH AND RUBBISH ABATEMENT FOR FISCAL YEAR 2014 - 2015 (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) provides essential fire prevention by conducting weed and rubbish abatement services throughout much of the County. A significant amount of the work is performed by vendors with hand crews, tractors, and specialized power equipment. ACWM is recommending that the Board approve the award of contracts to the vendors specified in Attachment 1.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign contracts, substantially similar to Attachment 2 (Handwork) and Attachment 3 (Tractors and Trucks), with specified vendors at no net County cost.

2. Authorize the Commissioner/Director to amend the contracts up to a maximum amount of 10 percent more than each original contract amount, at no net County cost, subject to review and approval by County Counsel, the Chief Executive Office and notification to the Board offices.

3. Authorize the Commissioner/Director to amend the Scope of Work with no fiscal impact to the contract, subject to review and approval by County Counsel, the Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the requested action is to enable the ACWM to continue providing fire prevention services throughout the unincorporated areas and fifty-nine (59) cities in Los Angeles County.

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

Implementation of Strategic Plan Goals

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

- Goal 1: Operational Effectiveness – The use of vendors allows ACWM to effectively respond to the highly seasonal workload inherent in hazardous weed and brush removal. In addition, the assistance provided by vendors for certain routine weed and brush clearing operations gives ACWM personnel the ability to respond to more challenging situations.

- Goal 2: Fiscal Sustainability – ACWM's use of vendors in this critical public safety function allows for timely removal of hazardous weeds and brush with complete cost recovery for its enforcement efforts.

- Goal 3: Integrated Services Delivery – Timely removal of hazardous weeds and brush helps to protect the lives and property of many residents living in the areas covered by ACWM's Weed Abatement Program.

FISCAL IMPACT/FINANCING

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

ACWM is recommending award of sixteen (16) contracts to the vendors specified in Attachment 1 for a total annual first year obligation of $896,247.50.

The contracts will be effective from July 1, 2014, through June 30, 2015, with two (2) one-year renewal options and six (6) month-to-month extensions through no later than December 31, 2017.

Unusual or unanticipated weather conditions and accompanying weed growth may require increased vendor utilization. Therefore, we request that your Board delegate authority to the Commissioner/ Director to make amendments to the contracts not to exceed 10 percent of the fiscal year 2014-15 annual contract amounts subject to review and approval by County Consel, the Chief Executive Office and notification to the Board offices. The services to be provided under these contracts are of a seasonal, intermittent nature and, therefore, are not Proposition A contracts pursuant to County Code 2.121.250. The Living Wage Program (County Code Chapter 2.201) requirements do not apply to the recommended agreements.

The contracts contain all mandatory County provisions and are in compliance with all Board and CEO requirements.

The contracts have been reviewed by County Counsel and are approved as to form.

CONTRACTING PROCESS

ACWM commenced solicitation for weed abatement services by mailing a notice to 282 potential vendors. The vendor mailing list was generated using vendors known to ACWM and who had previously contacted ACWM directly expressing an interest in weed abatement work. ACWM also made a direct attempt to encourage bids from small local businesses by searching for local vendors whose services were advertised on the Internet and in local advertisement print media such as the Yellow Pages.

The Invitation For Bids (IFB) solicitation was posted on the County of Los Angeles “Doing Business with Us” website. A copy of the Internet posting is attached pursuant to Section 3.5.1 of the Internal Services Department Services Contracting Manual (Attachment 4). The IFB was also posted on ACWM’s website.

On January 22, 2014, representatives from twenty-seven (27) companies attended the Mandatory Bidders’ Conference. Seventeen (17) companies submitted bids for sixteen (16) separate contracts in response to this solicitation. One bid was disqualified for being non-responsive in providing required information. Recommendations for contract awards were based on the lowest cost, responsive and responsible bids.

None of the vendors, including the disqualified bidder, chose to pursue any stages of the protest process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the current level of program services for the fiscal year 2014-15, with two (2) one-year renewal options and six (6) month-to-month extensions.

Respectfully submitted,

KURT E. FLOREN

Agricultural Commissioner, Director of Weights and Measures

KEF:RBS:fm

Enclosures

c: Chief Executive Officer
County Counsel
Auditor Controller

Proposed Contracts

Al Thorne's Discing Service	Hourly Discing (Zone 1)	$ 54,825.00
Apple Services, Inc	Front End Loader & Dump Trucks (All Zones)	$ 36,850.00
Bennett Landscape	Weed & Light Trash Handwork (Zone 4)	$ 30,800.00
Gardner Tractor	Hourly Discing (Zones 4 & 5)	$ 72,500.00
Javadi Farm Labor	Hourly Discing (Zone 8)	$ 28,800.00
Oakridge Landscape, Inc.	Weed & Brush Handwork Combo (Zone 7, Part 2)	$ 35,325.00
Oakridge Landscape, Inc.	Weed & Brush Handwork Combo (Zone 8)	$ 13,735.00
Oakridge Landscape, Inc.	Weed & Brush Handwork Combo (Zone 9)	$ 29,500.00
Pan American Brush	Hourly Mowing (Zones 4 & 5)	$ 13,300.00
Pepo Weed Abatement	Weed & Brush Handwork Combo (Zone 1, Part 1)	$ 152,375.00
Pepo Weed Abatement	Weed & Brush Handwork Combo (Zone 7, Part 1)	$ 32,700.00
Pepo Weed Abatement	Weed & Brush Poison Oak Handwork (All Zones)	$ 25,760.00
Powerland Equipment	Hourly Mowing (Zone 8)	$ 102,000.00
Recon Environmental	Weed & Brush Handwork Combo (Zones 3 & 6)	$ 32,292.50
The Jungle, Inc.	Weed & Brush Handwork Combo (Zone 1, Part 2)	$ 156,675.00
The Jungle, Inc.	Weed & Brush Handwork Combo (Zones 4 & 5)	$ 78,810.00
TOTAL		**$ 896,247.50**

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PEPO WEED ABATEMENT

FOR

WEED ABATEMENT SERVICES: HANDWORK

CONTRACT BY AND BETWEEN PEPO WEED ABATEMENT AND COUNTY OF LOS ANGELES FOR WEED ABATEMENT SERVICES - HANDWORK

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PEPO WEED ABATEMENT
FOR
WEED ABATEMENT SERVICES: HANDWORK

This Contract and Exhibits made and entered into this 1st day of July, 2014 by and between the County of Los Angeles, hereinafter referred to as County and Pepo Weed Abatement, hereinafter referred to as Contractor. Pepo Weed Abatement is located at 40441 Gemelos St, Palmdale, CA 93551.

RECITALS

WHEREAS, the County may contract with private businesses for Weed, Brush or Rubbish Abatement Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Weed and Brush Handwork Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or

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

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - Contractor's EEO Certification

1.4 EXHIBIT D - County's Administration

1.5 EXHIBIT E - Contractor's Administration

1.6 EXHIBIT F - Jury Service Ordinance

1.7 EXHIBIT G - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – AMENDMENTS, and signed by both parties

2.0 DEFINITIONS

2.1 ***Approved*** shall mean that sanction of method or means has been granted by the Agricultural Commissioner/Director of Weights and Measures unless otherwise defined.

2.2 ***Brush*** shall mean perennial, often woody and dense, plant growth comprised of any combination of native plant species, exotic invasives and escaped/neglected landscaping. Brush shall also include tree bramble, understory and limbs/branches up to six

inches in diameter and six feet from the ground. Additional information is available in APPENDIX C – TECHNICAL EXHIBITS.

2.3 ***Commissioner*** shall refer to the Agricultural Commissioner/ Director of Weights and Measures of the County of Los Angeles.

2.4 ***Concurrent Contract*** is a contract in the IFB designated by the County to be one that will require work at the same time and use the type of resources as another contract designated in the IFB as a Concurrent Contract.

2.5 ***Contract*** shall mean the agreement executed between County and Contractor including the IFB which is incorporated into the final contract. It sets forth the terms and conditions for the issuance and performance of Exhibit A – STATEMENT OF WORK.

2.6 ***Contractor*** or ***Vendor*** shall refer to a person or other entity having a contract with the County of Los Angeles for the removal of weeds, brush and/or rubbish, or other specified activities.

2.7 ***County*** shall refer to the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.8 ***County Contract Project Monitor*** shall refer to the person designated by the County's Project Director to monitor the operations under this contract.

2.9 ***County Project Director*** shall refer to the Deputy Agricultural Commissioner/Sealer, the person designated by the Commissioner with authority for County on contractual or administrative matters

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

2.10 ***County Project Manager*** shall refer to the person with responsibility to oversee the day to day activities of this Contract including the responsibility for inspections of any and all tasks, services or work provided by the Contractor.

2.11 ***Department*** shall refer to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.

2.12 ***Director*** shall mean the current or acting Deputy Director of the Weed Hazard and Integrated Pest Management Bureau of the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.13 ***Fiscal Year*** shall mean the twelve (12) month period beginning July 1, 2014 and ending the following June 30, 2015.

2.14 ***Job Report*** shall mean the official report generated by the Weed Abatement Division for work accomplished on a given parcel.

2.15 ***Non-responsive*** shall mean the failure of a Bidder to comply with all solicitation requirements making the Bid ineligible for consideration during the Evaluation/Review process.

2.16 ***Section*** shall refer to any combination of two or more weed abatement zones.

2.17 ***Unit*** when used in the context of weed and brush handwork contracts means 100 square feet of area. More information on a "unit" is provided in APPENDIX C – TECHNICAL EXHIBITS.

2.18 ***Weeds*** shall mean annual plant growth comprised of a range of species from light grass to heavy and dense invasive plants like mustard, anise and thistle. Weeds shall also include scattered areas of light brush (perennial plants) in the form of small new growth, saplings or light regrowth. Additional information is available in APPENDIX C – TECHNICAL EXHIBITS

2.19 ***Worksite Guidance*** is Department personnel physically present at a worksite to provide guidance in terms of the amount, extent, standard or type of clearance needed and the disposition of cleared material. It also means Department personnel will answer questions and concerns from property owners, the public or Fire Department personnel.

2.20 ***Zone***, ***Weed Abatement Zone***, or ***Section*** shall refer to the various geographical areas into which the County of Los Angeles has been divided for Weed Abatement purposes. These areas are defined in Appendix C – TECHNICAL EXHIBITS.

2.21 ***Zone/Section Provisions*** shall mean those additional requirements particular to specific zones/sections.

2.22 ***Zone Inspector***, ***Area Inspector*** or ***Weed Abatement Division*** shall mean the Los Angeles County Agricultural Commissioner/ Director of Weights and Measures or his authorized representative.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be one (1) year commencing on July 1, 2014, after execution by County's Board of Supervisors, and unless sooner terminated or extended, in whole or in part, as provided in this Contract, terminating on June 30, 2015.

4.2 The County shall have the sole option to extend this Contract term, upon mutual agreement with the contractor by amendment, for up to two additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of three (3) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Agricultural Commissioner/ Director of Weights and Measures or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including whether the County will exercise a contract term extension.

4.3 The Contractor shall notify the Agricultural Commissioner/Weights and Measures Department when this Contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, the Contractor shall send written notification to the Agricultural Commissioner at the address herein provided in EXHIBIT D – COUNTY'S ADMINISTRATION.

5.0 CONTRACT SUM

5.1 The maximum annual amount of this contract is **$152,375.00** (see EXHIBIT B – PRICING SCHEDULE).

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 The Contractor shall maintain a system of recordkeeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Agricultural Commissioner/Weights and Measures Department at the address herein provided in EXHIBIT D - COUNTY'S ADMINISTRATION.

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

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in EXHIBIT A – STATEMENT OF WORK and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in EXHIBIT B – PRICING SCHEDULE, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with EXHIBIT B – PRICING SCHEDULE.

5.5.3 The Contractor's invoices shall contain the information set forth in EXHIBIT A – STATEMENT OF WORK describing the type of work, Zone, hours or units for which payment is claimed.

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

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

County of Los Angeles
Department of Agricultural Commissioner/
Weights and Measures
12300 Lower Azusa Road
Arcadia, CA 91006-5872
Attention: Budget and Fiscal Services

5.5.6 **County Approval of Invoices**

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

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt

payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in EXHIBIT D – COUNTY'S ADMINISTRATION. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.3 County's Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in EXHIBIT E – CONTRACTOR'S ADMINISTRATION. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

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

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and

executed by the Contractor and by the Agricultural Commissioner or the Board of Supervisors. The Commissioner is authorized to amend the sum of the contract in an amount not to exceed 10% for additional work as required by County in its sole discretion.

8.1.2 Upon mutual agreement of the Contractor and the Department, a contract may be amended to allow a Contractor to perform work in an area other than that designated in the Contract award. In this case, the Contractor will be compensated at the rate equal to the Contractor's existing contract or at the rate established in the area in which the Contractor is being asked to perform work. If the Department determines neither of these rates is in the best interest of the County, it may set a rate which is mutually agreed upon between the Department and the Contractor.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Agricultural Commissioner or his designee.

8.1.4 The Agricultural Commissioner or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 – TERM OF CONTRACT. The Contractor agrees that such extensions of time shall not change any

other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Agricultural Commissioner or his designee.

8.2 ASSIGNMENT AND DELEGATION

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

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in

payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 **COMPLIANCE WITH APPLICABLE LAWS**

8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be

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

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - CONTRACTOR'S EEO CERTIFICATION.

8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.7.2 **Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are

not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or

bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to

perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the

proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate

request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

8.12 **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

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

8.15 EMPLOYMENT ELIGIBILITY VERIFICATION

8.15.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.15.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.16 FACSIMILE or PDF REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or electronically submitted PDF representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile or PDF transmissions of such documents with subsequent (non-facsimile or non-PDF) transmission of “original” versions of such documents.

8.17 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

8.18 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.19 INDEPENDENT CONTRACTOR STATUS

8.19.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.19.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.19.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for

furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.20 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.21 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.21.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying

insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Attn: Jo Anne Benavidez
Los Angeles County Dept. of
Agricultural Commissioner/Weights & Measures
12300 Lower Azusa Road
Arcadia, CA 91006-5872

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.21.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional

insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.21.3 **Cancellation of or Change in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.21.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to

Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.21.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.21.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.21.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.21.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.21.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.21.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not

less than three (3) years following Contract expiration, termination or cancellation.

8.21.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.21.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.21.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.21.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.22 INSURANCE COVERAGE

8.22.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.22.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.22.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to

provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.23 **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.23.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.23.2 The Contractor shall certify to, and comply with, the provisions of EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION.

8.23.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.23.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.23.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.23.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.23 when so requested by the County.

8.23.7 If the County finds that any provisions of this sub-paragraph 8.23 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination

laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.23.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.24 NON EXCLUSIVITY

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

8.25 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.26 NOTICE OF DISPUTES

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

8.27 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.28 **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

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

8.29 **NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in EXHIBITS D – COUNTY'S ADMINISTRATION and E – CONTRACTOR'S ADMINISTRATION. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.30 PUBLIC RECORDS ACT

8.30.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.31 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.30.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.31 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.31.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State

law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.31.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.31 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.31.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.32 **RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the

Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.33 SUBCONTRACTING

The requirements of this Contract may not be subcontracted by the Contractor. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.36 - TERMINATION FOR DEFAULT and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.35 TERMINATION FOR CONVENIENCE

8.35.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such

termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

8.35.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.31, RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.

8.36 **TERMINATION FOR DEFAULT**

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in

either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.36.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.36.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.36.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.36.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes

beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.36.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.36.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.36, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.36, or that the default was excusable under the provisions of sub-paragraph 8.36.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.35 – TERMINATION FOR CONVENIENCE.

8.36.5 The rights and remedies of the County provided in this sub-paragraph 8.36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.37 TERMINATION FOR IMPROPER CONSIDERATION

8.37.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee,

or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.37.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.38 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

8.38.2 The rights and remedies of the County provided in this sub-paragraph 8.38 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.39 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.40 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each

such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.41 **VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.42 **WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 **WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.43 - WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining

or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

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

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.2 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**(This is only included in contracts where the Contractor is certified as a Transitional Job Opportunity Vendor.)

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

9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should

have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.3 **DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM** (This is only included in contracts where the Contractor is certified as a Transitional Job Opportunity Vendor.)

9.3.1 The Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

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

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

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of

Contractor Non-responsibility and Contractor Debarment.)

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Agricultural Commissioner/Director of Weights and Measures and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (Pepo Weed Abatement)

By Michael V. Pepo, CEO
Name

President, CEO
Title

COUNTY OF LOS ANGELES

By_____
Agricultural Commissioner/Director of Weights and Measures

APPROVED AS TO FORM:

John Krattli
County Counsel

By_____
~~Principal~~ Deputy County Counsel

CONTRACT FOR WEED/BRUSH/RUBBISH ABATEMENT SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Seasonality of Work/Importance for Fire Protection

The County is soliciting Bids for work that is highly seasonal and critical for timely fire protection. Removal of hazardous vegetation is an important element in emergency preparedness and delays may place lives and property in jeopardy. In most cases, work performed under the contracts will be compressed into a narrow time period and not evenly spaced throughout the contract period.

1.2 Reassignment of Work

If a contractor is unable to meet all or a portion of his or her obligation, the Department reserves the right to assign another contracted vendor to perform the work required.

1.3 Re-award of Contract

If a contractor is dismissed or resigns from his or her contractual agreement, or if the contract is terminated for any reason, the County in its sole discretion, may award the Contract to the next lowest cost and responsive/responsible bidder amongst the original bids or solicit bids again.

1.4 Other Work Conditions

The Bidder must make a careful examination and fully inform himself or herself as to the scope of work required, distance from his or her headquarters, and the geographical terrain in the designated area (zone or section) where the work is being proposed. The County will in no case be responsible for any loss

or any unanticipated cost that may be suffered by the Contractor as a result of the Contractor's failure to fully inform him or herself in regard to all conditions pertaining to the work.

2.0 DEFINITIONS

2.1 ***Approved*** shall mean that sanction of method or means has been granted by the Agricultural Commissioner/Director of Weights and Measures unless otherwise defined.

2.2 ***Brush*** shall mean perennial, often woody and dense, plant growth comprised of any combination of native plant species, exotic invasives and escaped/neglected landscaping. Brush shall also include tree bramble, understory and limbs/branches up to six inches in diameter and six feet from the ground. Additional information is available in APPENDIX C – TECHNICAL EXHIBITS.

2.3 ***Commissioner*** shall refer to the Agricultural Commissioner/ Director of Weights and Measures of the County of Los Angeles.

2.4 ***Concurrent Contract*** is a contract in the IFB designated by the County to be one that will require work at the same time and use the type of resources as another contract designated in the IFB as a Concurrent Contract.

2.5 ***Contract*** shall mean the agreement executed between County and Contractor including the IFB which is incorporated into the final contract. It sets forth the terms and conditions for the issuance and performance of Exhibit A – STATEMENT OF WORK.

2.6 ***Contractor*** or ***Vendor*** shall refer to a person or other entity having a contract with the County of Los Angeles for the removal of weeds, brush and/or rubbish, or other specified activities.

2.7 ***County*** shall refer to the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.8 ***County Contract Project Monitor*** shall refer to the person designated by the County's Project Director to monitor the operations under this contract.

2.9 ***County Project Director*** shall refer to the Deputy Agricultural Commissioner/Sealer, the person designated by the Commissioner with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.10 ***County Project Manager*** shall refer to the person with responsibility to oversee the day to day activities of this Contract including the responsibility for inspections of any and all tasks, services or work provided by the Contractor.

2.11 ***Department*** shall refer to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.

2.12 ***Director*** shall mean the current or acting Deputy Director of the Weed Hazard and Integrated Pest Management Bureau of the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.13 ***Fiscal Year*** shall mean the twelve (12) month period beginning July 1, 2014 and ending the following June 30, 2015.

2.14 ***Job Report*** shall mean the official report generated by the Weed Abatement Division for work accomplished on a given parcel.

2.15 ***Non-responsive*** shall mean the failure of a Bidder to comply with all solicitation requirements making the Bid ineligible for consideration during the Evaluation/Review process.

2.16 ***Section*** shall refer to any combination of two or more weed abatement zones.

2.17 ***Unit*** when used in the context of weed and brush handwork contracts means 100 square feet of area. More information on a "unit" is provided in APPENDIX C – TECHNICAL EXHIBITS.

2.18 ***Weeds*** shall mean annual plant growth comprised of a range of species from light grass to heavy and dense invasive plants such as: mustard, anise and thistle. Weeds shall also include scattered areas of light brush (perennial plants) in the form of small new growth, saplings or light regrowth. Additional information is available in APPENDIX C – TECHNICAL EXHIBITS

2.19 ***Worksite Guidance*** is Department personnel physically present at a worksite to provide guidance in terms of the amount, extent, standard or type of clearance needed and the disposition of cleared material. It also means Department personnel will answer questions and concerns from property owners, the public or Fire Department personnel.

2.20 ***Zone***, ***Weed Abatement Zone***, or ***Section*** shall refer to the various geographical areas into which the County of Los Angeles has been divided for Weed Abatement purposes. These areas are defined in APPENDIX C – TECHNICAL EXHIBITS.

2.21 ***Zone/Section Provisions*** shall mean those additional requirements particular to specific zones/sections.

2.22 ***Zone Inspector***, ***Area Inspector*** or ***Weed Abatement Division*** shall mean the Los Angeles County Agricultural Commissioner/ Director of Weights and Measures or his authorized representative.

3.0 SPECIFICATIONS

3.1 General Specifications for All Contracts

3.1.1 Errors and Omissions

The Contractor will not be allowed to take advantage of any error or omission in these Specifications. Such errors or omissions should be brought to the immediate attention of the Department. Full instructions will be given when such error or omission is discovered.

3.1.2 Seasonality of Workload

It is unlikely that the work will be spread out evenly over the contract period. In many cases, there is a heavy seasonal peak in the workload. The Bidder must consider the time frame when equipment or personnel resources must be available to do the work. The ability of a Bidder to provide equipment or personnel resources during a seasonal workload peak is a factor the County will use to determine a recommendation of a contract award.

3.1.3 Property to be Cleared

All or part of separate parcels of land shall be designated by the Commissioner or his authorized representative. Weeds, brush and/or rubbish existing upon or in front of said parcels, unless they have been removed or partially removed by the property owner prior to the arrival of the Contractor, shall be cleared according to instructions and/or maps provided by the Department.

3.1.4 Laws and Policies to be Observed

a. The Contractor shall keep himself or herself fully informed of all existing federal, state, county, or local laws, regulations and municipal ordinances, including the Vehicle Code, which may in any manner affect the work or which may in any way affect the conduct of the work, and of all such orders and decrees of bodies, or tribunals having any jurisdiction or authority over the same. Contractors are responsible for obtaining permits or licenses from city or county authorities including when weight or width requirements are exceeded on streets, roads, highways, etc.

b. The Contractor shall at all times, observe and comply with, and shall cause all his or her agents and employees to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders, and decrees; and shall protect, indemnify and hold harmless the County and all of its officers, agents, or servants against any

claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by himself or herself or his or her employees.

c. Contractor shall at all times enforce strict discipline and good order among his or her employees and shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.

d. Any person in the employ of the Contractor, whom the Department may deem incompetent or unfit, shall be dismissed from work, and shall not again be employed for Department work except with written consent from the Department.

e. The Contractor shall procure all permits and licenses, and pay all charges and fees, incidental to the due and lawful performance of the work.

3.1.5 Authority of Zone Inspector

The Zone Inspector, with input from his or her field supervisor, shall evaluate the quality of the work performed, and the rate of progress of the work.

3.1.6 Equipment Inspection

Any and all equipment offered must be available for inspection by a Department representative prior to contract award. If equipment is to be leased or purchased, contact information on the supplier and

specifications must be provided using the Required Forms.

3.1.7 Continuity of Work/Completion Period

Work shall be performed on a continuous basis on all parcels specified. Work should be completed within fourteen (14) calendar days of assigned starting date. If not completed by that time, the work may be given to a different Contractor, or completed by the County.

3.1.8 Work Standards

a. Weed growth shall be removed as close to fences, hedges, trees and structures as is practical to work equipment without causing damage to said fences, hedges, trees and structures.

b. Abatement activities shall be performed in such a manner that inconvenience to adjacent residents shall be minimized.

c. Upon mutual agreement of the Contractor and the Department, a contract may be amended to allow a Contractor to perform work in an area other than that designated in the Contract award. In this case, the Contractor will be compensated at the rate equal to the Contractor's existing contract or at the rate established in the area in which the Contractor is being asked to perform work. If the Department determines neither of these rates is in the best interest of the County, it may set a rate which is

mutually agreed upon between the Department and the Contractor.

d. The County reserves the right to utilize other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for execution of their work and shall properly coordinate his or her work with other Contractors as requested by the Department.

e. Satisfactory quantity and/or quality of work is to be the judgment of the Department representative.

3.1.9 Workload Estimate

The total hours or units of a specific contract are an estimate of the anticipated workload. This estimate is not to be taken in any sense as a guarantee of minimum quantities of work available to the Contractor. The County will not be responsible for any error occurring in the estimates.

3.1.10 Care of Property

The Contractor shall take reasonable precautions to not disturb temporary and/or permanent property (i.e. survey stakes, signs, sign posts, gates and fencing) while performing the abatement activities. Care shall be taken to avoid damage to public and private roadways, driveways, sidewalks and curbing. Fences, gates, etc., removed by the Contractor to gain access to a property shall be returned to the same condition as originally found.

3.1.11 Damage

a. All damage to public or private property arising from a contractor clearing operation shall be the responsibility of the Contractor unless determined otherwise by the County Project Director.

b. It shall be the responsibility of the Contractor to investigate all damage complaints and make satisfactory settlement in those cases where actual damage has occurred.

c. The procedure for handling damage complaints shall be as follows:

1. Upon receipt of a damage complaint, the County will send two (2) copies to the Contractor, one (1) for the Contractor's file and one (1) to be signed by the property owner, after settlement has been made and then returned to the Weed Abatement Division. This shall be completed within 30 days after postmark.

2. If the Contractor fails to take corrective action on a damage complaint within the 30 days, the County will send two (2) copies of the complaint directly to the insurance carrier of the Contractor involved, one (1) copy to be signed as a release and returned to the Weed Abatement Division within 60 days after postmark.

3. Failure to resolve property owner claims as herein described may result in contract termination, a poor rating in a Contractor Performance Evaluation and possible placement of the Contractor in the County's Contractor Alert Reporting Database.

3.1.12 Payment

a. The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

b. Report periods shall be twice monthly, from the 1st of each month to the 15th inclusive, and from the 16th to the 31st inclusive.

c. The County will pay Contractors within thirty (30) days of receipt of invoice based on the equipment or labor time report.

d. If any discrepancies exist between the invoice and the Department's records, the determination of the Department will be final.

e. For all handwork contracts a Vendor Handwork Report (Report) will be prepared by the Zone Inspector in advance of the work and given to the Contractor along with copies of the Assessor mapbooks, aerial imagery, or other information necessary to help the contractor find the work location. The Contractor uses the Report as a work

list, completes all necessary work, and then returns the completed Report, mapbooks and required photographic documentation to the Zone Inspector. Each Report, along with the mapbook provided, shall be completed and returned to each of the respective zones no later than fourteen calendar days after receipt of mapbooks.

f. The Zone Inspector will verify the reported work completion and return one copy of the Report to the Contractor. It will be the responsibility of the Contractor to furnish such supervision as is necessary to complete the paperwork and the scheduled field operations.

g. Should a controversy arise as to the reported number of parcels, the amount of work done, or the size of the parcels cleared by the Contractor or Contractor, the Zone Inspector shall investigate any discrepancies and make the final determination.

3.1.13 Work Schedule

a. The County reserves the right to cancel or terminate any or all contracts in any zone/section at any time due to lack of work.

3.2 Specifications for Unit Handwork Contracts

3.2.1 Property to be Cleared

a. All or part of separate parcels of land shall be designated by the Commissioner or his authorized representative. Weeds, brush and/or rubbish existing

upon or in front of said parcels, unless they have been removed or partially removed by the property owner prior to the arrival of the contractor, shall be cleared according to instructions and/or maps provided by the Department.

b. Additional details on the properties or areas where the contractor may be asked to perform work is provided in Section 4.0 CONTRACTS AVAILABLE FOR 2014/2015 or upon request to the designated County IFB contact person listed in the IFB, SECTION 2.0, PROPOSAL SUBMISSION REQUIREMENTS, SUBSECTION 2.5 BIDDER'S QUESTIONS. Once awarded a contract, if a Contractor has questions about exactly where he or she is being asked to perform work, the Contractor should not proceed and seek clarification from the Zone Inspector.

c. Contractor will not be compensated for work done beyond what was assigned by the Department.

d. Scope of the work (i.e., clearance distance from structures, etc.) shall be set by the Zone Inspector before clearing.

3.2.2 Worksite Guidance

In most cases, Department personnel will not be physically present at the worksite to provide direct guidance.

3.2.3 Vehicles, Equipment and Tools

a. A suitable stakeside, compactor truck or trailer will be required for hauling weeds, rubbish and brush from all parcels. (minimum 2-ton capacity).

b. Contractor shall provide or arrange for safe and reliable transportation for their crew(s).

c. Chippers:
A chipper may be used by the Contractor with the approval of the Zone Inspector. Chipped brush may be left on the parcel with the approval of the Zone Inspector.

d. Tools:
Contractor shall provide power and hand tools of sufficient quantity and quality to handle the job. Examples of such tools are chainsaws, string trimmers (weedeaters), brush cutters, leaf blowers and various hand tools.

e. Contractor shall provide and assure the use of appropriate safety equipment as required by Cal/OSHA for all hand crews, (i.e. hearing protection, helmets, boots, gloves, goggles, chaps, shin guards).

f. Chainsaws and polesaws shall be used in accordance with CAL/OSHA Regulations (California Code of Regulations, Title 8, Sections 3425 and 6283).

3.2.4 Personnel/Crew Size

Minimum crew size (per contract) shall be three (3) workers and one (1) leadperson/supervisor unless otherwise approved by the Zone Inspector.

3.2.5 Leadperson/Supervisor Minimum Experience

The crew leadperson/supervisor shall have a minimum of one year's experience in leading weed or brush abatement crews.

3.2.6 Work Completion Time

Work shall be performed on a continuous basis on all parcels specified. All work should be completed within fourteen (14) calendar days of assigned starting date. If work is not completed by that time, the work may be turned over to a different Contractor, completed by the County, or may result in a termination of the contract. Extensions to the completion timeframe may be granted by the Zone inspector on a case-by-case basis.

3.2.7 Properties Cleared by Their Owners

Upon arrival of the Contractor's hand crew, if the parcel is found to be in **any stage of clearance or regrowth**, the Contractor **shall not do any work** until authorized by the Zone Inspector. If the Contractor indicates that work was done on a parcel, when in fact, it was done by the owner, an investigation will be conducted and appropriate action taken.

3.2.8 Photographic Documentation

Photographic documentation must be provided for any operation where Department staff is not actually present during the work. The following applies to all Unit Handwork:

a. Contractor shall provide minimum of (3) photos to indicate the condition of the property;

1. Prior to clearance.
2. During the clearing operation.
3. After the clearing operation has been completed.

b. Contractor shall indicate the parcel number (mapbook, page, parcel) and the date on the photo. Photos shall be taken with a reference landmark (structure preferred) and all photos must show the condition of the entire parcel if possible; if not, more than three (3) photos may be required. Samples of acceptable photographs are in IFB - APPENDIX C - TECHNICAL EXHIBITS.

c. Failure to provide adequate photographic documentation may result in delays or denial of payment and negative performance evaluations.

3.2.9 Payment

Contractor shall claim payment for only units they have worked. Assigned units are estimates and must be verified after work has been completed. Contractor will not be compensated for work done beyond what was assigned by the Zone Inspector.

3.2.10 General Clearance Standards

In general, weeds and brush will be cleared 100 feet from a structure and 10 feet along roadways. Clearance up to 200 feet may be required as specified by parcel work order or the Zone Inspector. Normal clearance requirements from a structure are 30 feet to mineral earth with the remaining 70 to 130 feet cut to 3 inches.

a. Unless otherwise approved by the Zone Inspector, all cut material, branches, leaves, duff, tumbleweeds, etc., must be mulched on-site or removed by truck to an authorized dump site. This removal must be completed within 48 hours and in no case shall any of the material be left on the lot over a weekend. All dump fees will be paid by Contractor. For the purposes of this section, dry weeds can be "mulched" using weedeaters.

b. With Zone Inspector approval, specimen native shrubs and brush may be allowed to remain throughout the area from 30 feet to 200 feet from a structure if spaced at a distance equal to three (3) times their diameter, but, in no event closer than 18 feet from other native shrubs and brush or structures.

c. If erosion resulting from the scheduled clearing activities is a concern, the Contractor should contact the Zone Inspector for further instructions prior to performing any clearance activities.

d. For Brush Contracts, the Contractor may be requested to limb up trees, brush and shrubs up to 6 feet or 1/3 of their height, whichever is less. Leaving stubs resulting from cut branches shall be avoided.

3.2.11 Fire Prevention

a. An appropriate fire extinguisher shall be maintained close enough to any clearing operation to effectively respond to fires caused by the equipment or equipment fueling.

More than one fire extinguisher may be needed for multiple operations or when crews are spread out over a larger area.

b. Appropriate equipment fueling and fuel handling procedures shall be observed at all times which include but are not limited to:
   - Fueling equipment only in conditions not conducive to fire hazards
   - Starting equipment at least 10 feet away from the fueling area
   - Engine fuel (gasoline) is not to be used as a cleaning solvent

3.2.12 Heat Illness Prevention Program

Contractors shall comply with the CAL/OSHA Heat Illness Prevention Program (California Code of Regulations, Title 8, Section 3395).

3.2.13 Traffic Safety Program

Contractors are responsible for any Temporary Traffic Control (TTC) required at the worksite. The TTC shall conform to the most current California Manual on Uniform Traffic Control Devices (MUTCD) and shall be implemented under any of the following situations:

- Work on a road shoulder within 15 feet of the Traveled Way unless a K-Rail separates all personnel, work vehicles and equipment from the Traveled Way (except city streets where vehicle parking is expected)
- Lane encroachment

- Lane closure
- Short duration street closure/blockage
- Any other situation where employees may be exposed to vehicular traffic, traffic-related flying debris or an errant vehicle.

3.3 Concurrent Contracts/Additional Minimum Requirements

3.3.1 Concurrent Contracts

Due to the likelihood that work demands will occur at the same time, the following contracts have been designated as concurrent:

Group 1

Weed and Brush Handwork – Zone 1, Part I
Weed and Brush Handwork – Zone 1, Part II
Weed and Brush Handwork – Zone 7, Part I
Weed and Brush Handwork – Zone 7, Part II

Group 2

Weed and Brush Handwork – Zones 3 and 6
Weed and Light Trash Handwork – Zone 4
Weed and Brush Handwork – Zones 4 and 5
Weed and Brush Handwork – Zone 9

Non-concurrent Contracts

Weed and Brush Handwork – Zone 8
Weed and Brush with Poison Oak Handwork – All Zones

3.3.2 Additional Minimum Requirements

Bidders with the basic minimum requirements (IFB - SECTION 1.4, BIDDERS MINIMUM REQUIREMENTS and the STATEMENT OF WORK) qualify for all non-

concurrent contracts and any one concurrent contract from *Group 1* and *Group 2*.

Bidders with double (2X) the minimum requirements qualify for all non-concurrent contracts and any two concurrent contracts in *Group 1* and *Group 2*

Bidders with three times (3X) the minimum requirements qualify for all non-concurrent and concurrent contracts.

Minimum Requirements	Bidding Qualification
1 X Basic Minimum	All non-concurrent contracts and any one contract from Group 1 and Group 2
2 X Basic Minimum	All non-concurrent contracts and any two contracts from Group 1 and Group 2
3 X Basic Minimum	All non-concurrent and concurrent contracts.

Table 1: Outline of Bidder's Minimum Requirements for multiple contracts.

4.0 HANDWORK CONTRACTS AVAILABLE FOR 2014 - 2015

4.1 Weed and Brush Handwork - Zone 1, Part I

4.1.1 Description of the Work

This contract is for clearing, cutting and removing weeds and brush using hand-held equipment such as weedeaters and chainsaws in designated areas of Weed Abatement Zone 1. “Weeds” when used in this context means plant growth comprised mostly of annual weeds. “Brush” when used in this context means plant growth comprised of perennial, usually woody plants occurring naturally or as neglected landscaping.

This contract covers work on land that has weeds, brush or a combination of weeds, and brush in varying percentages.

This contract has two (2) payment rates, (1) for removing weeds from where they occur on designated properties and (2) for removing brush. Work is to be performed in accordance with the statement of work.

4.1.2 The Area

This contract is for approximately half (½) of the total estimated weed and brush handwork in Zone 1 encompassing much of the semi-rural coastal area of Los Angeles County including: Malibu, Topanga Canyon, Corral Canyon, and Encinal Canyon. This is one of the most hazardous fire area in the County, and timely weed and brush abatement is critical.

4.1.3 What to Expect

Steep terrain, narrow winding roads, and limited access may be encountered. Parcels may not be contiguous and require substantial travel time. This is a very scenic part of the County. Many of the job sites have spectacular views of the Pacific Ocean. Weather is much cooler than most other parts of the County, but it can still be quite hot inside some of the canyons.

In most cases, work will be performed without direct worksite guidance from County personnel. Expect some of the jobs to be all weeds, some to be all brush, and others to be both weeds and brush in varying percentages. In some places, the brush has never been cleared before, so expect some areas of extremely dense and/or heavy growth. Contractors may find that some of the assigned work has already been done by property owners. Contractors who are unfamiliar

with the area may experience difficulty locating parcels on the first visit. On-site chipping of brush is encouraged throughout much of this area. Contractors will be expected to provide photographic documentation of the work as described in the STATEMENT OF WORK section 3.2.8.

4.1.4 Period

Requests for work could occur at any time of the year, but will most likely be concentrated between April 1 and September 30. This is a designated concurrent contract (see STATEMENT OF WORK section 3.3.1).

4.1.5 Amount of Work

The amount of work estimated for Fiscal Year 2014-2015 is:

Weeds: 38,000 units

Brush: 4,500 units

A "Unit" is 100 square feet. Due to weather conditions and other factors outside of the control of the County, there is no minimum guaranteed amount of work.

4.1.6 Bid Pricing

Interested bidders will be submitting the two (2) prices, (1) will be the price per "Unit" to remove weeds and (2) will be the price per "Unit" to remove brush. Do not submit a bid price for the entire amount of work.

PRICING SCHEDULE

PEPO WEED ABATEMENT

WEED/BRUSH/RUBBISH ABATEMENT SERVICES

(July 1, 2014 through June 30, 2015)

Contract Awarded	Hours/Units/Parcels	Price	Annual Contract Amount
Weed & Brush Handwork (Zone 1, Part I)			
Weeds	38,000 total units*	$2.95	$112,100.00
Brush	4,500 total units*	$8.95	$40,275.00
	Annual Contract Amount:		**$152,375.00**

* **A unit is 100 square feet**

CONTRACTOR'S EEO CERTIFICATION

PEPO WEED ABATEMENT, INC.

Contractor Name

40441 GEMELOS CT.
PALMDALE, CA 93551

Address

95-4330742

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Michael V. Pepo, CEO President, CEO

Authorized Official's Printed Name and Title

Michael V. Pepo, CEO

Authorized Official's Signature

Mar. 24, 2014

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. __AW15101__

COUNTY DIRECTOR:

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

COUNTY PROJECT DIRECTORS:

	Zones 1,3,4,5,6	Zones 7,8, 9
Name:	Aniko Pomjanek	David Brackin
Title:	Deputy Agric Commissioner/Sealer	Deputy Agric Commissioner/Sealer
Address:	12300 Lower Azusa Rd.	335 East Avenue K-10
	Arcadia, CA 91006-5872	Lancaster, CA 93535
Telephone:	(626) 459-8892	(661) 974-8803
Facsimile:	(626) 350-7077	(661) 948-1088
E-Mail :	APomjanek@acwm.lacounty.gov	DBrackin@acwm.lacounty.gov

COUNTY MANAGERS:

	Agric/Wts & Meas Inspector III	Telephone	Fax	Email Address
Zone 1	Isaac Meshreky	(310) 317-1373	(310) 317-4893	IMeshreky@acwm.lacounty.gov
Zone 3	Masood Azhar	(626) 335-3453	(626) 335-2026	MAzhar@acwm.lacounty.gov
Zone 4	Greg Manasserian	(562) 622-0447	(562) 861-4175	GManasserian@acwm.lacounty.gov
Zone 5	Mary Anne Nolan	(562) 622-0446	(562) 861-4175	MNolan@acwm.lacounty.gov
Zone 6	Liza Chang	(626) 575-5732	(626) 350-7077	LChang@acwm.lacounty.gov
Zone 7	Ellen Walton	(818) 833-6648	(818) 833-6608	EWalton@acwm.lacounty.gov
Zone 8	Vincent Jauregui	(661) 974-8808	(661) 948-1088	VJauregui@acwm.lacounty.gov
Zone 9	Pye Nyein	(818) 833-6647	(818) 367-5741	PNyein@acwm.lacounty.gov

COUNTY PROJECT MONITOR(S):

Name(s):	Francine Maldonado	JoAnne Benavidez
Title:	Staff Assistant III	Staff Assistant III
Address:	12300 Lower Azusa Rd. Arcadia, CA 91006-5872	12300 Lower Azusa Rd. Arcadia, CA 91006-5872
Telephone:	(626) 575-5487	(626) 575-5488
Facsimile:	(626) 350-7077	(626) 350-7077
E-Mail Address:	FMaldonado@acwm.lacounty.gov	JBenavidez@acwm.lacounty.gov

CONTRACTORS ADMINISTRATION

CONTRACTOR'S NAME: Pepo Weed Abatement, INC.
CONTRACT NO. AW15101

CONTRACTOR'S PROJECT MANAGER:

Name: Michael V. Pepo, CEO
Title: President, CEO
Address:

Telephone: (661) 943-1445
Facsimile: " " "
E-Mail Address: pepoweedabatement@yahoo.com

PEPO WEED ABATEMENT, INC.
40441 GEMELOS CT.
PALMDALE, CA 93551

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Michael V. Pepo,
Title: President, CEO
Address:

Telephone: Same as above
Facsimile:
E-Mail Address:

PEPO WEED ABATEMENT, INC.
40441 GEMELOS CT.
PALMDALE, CA 93551

Name: Rosanna Pepo
Title: V.P., Secretary
Address:

Telephone: Same as Above
Facsimile:
E-Mail Address:

PEPO WEED ABATEMENT, INC.
40441 GEMELOS CT.
PALMDALE, CA 93551

Notices to Contractor shall be sent to the following:

Name: Michael V. Pepo, CEO, Rosanna Pepo, V.P.
Title:
Address:

Telephone: Same as above
Facsimile:
E-Mail Address:

PEPO WEED ABATEMENT, INC.
40441 GEMELOS CT.
PALMDALE, CA 93551

TITLE 2 – ADMINISTRATION
CHAPTER 2.203.010 THROUGH 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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

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

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

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

2.203.060 Enforcement and Remedies.

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

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

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

2.203.070. Exceptions.

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

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

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

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

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

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

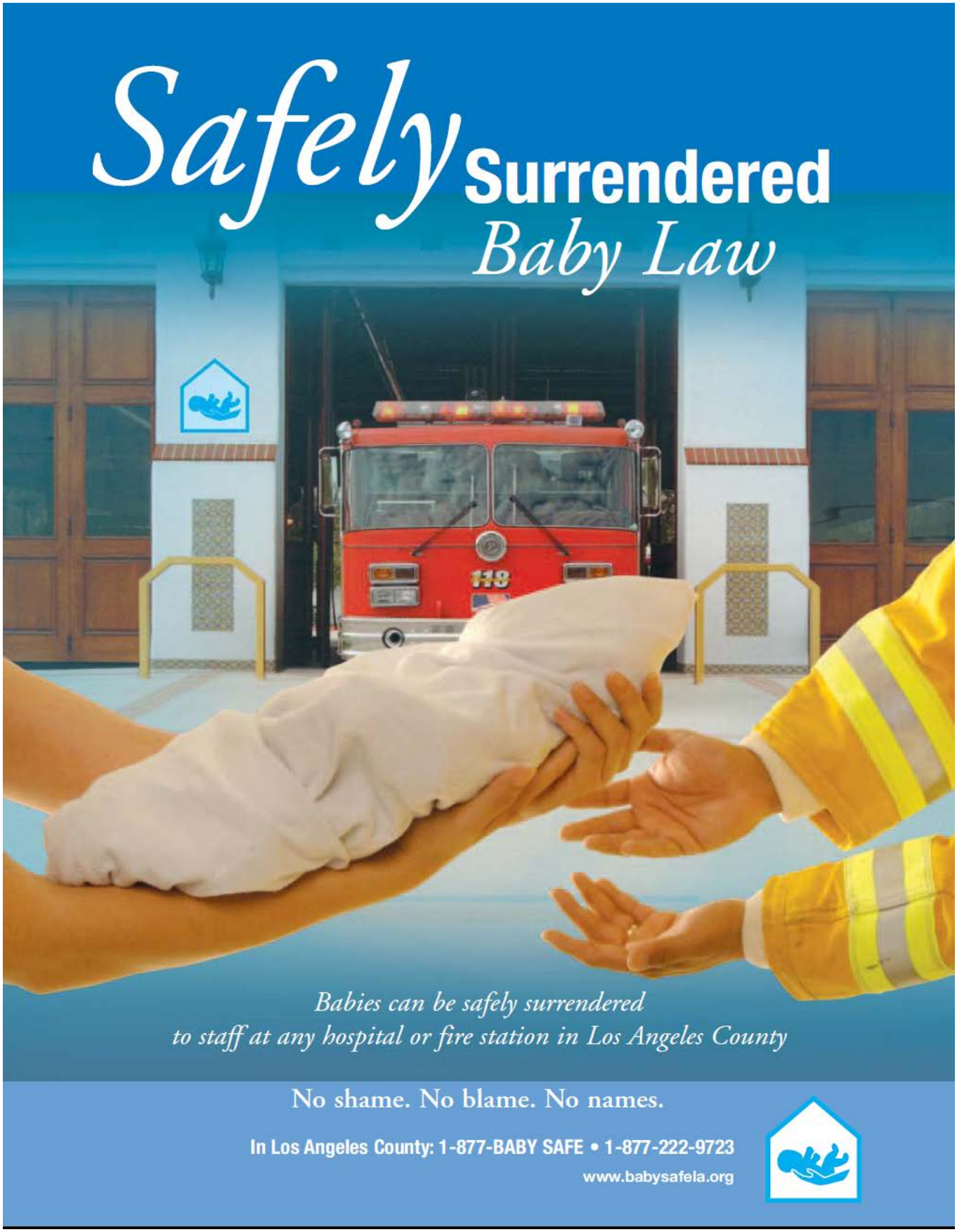
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW


Safely Surrendered
Baby Law
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Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

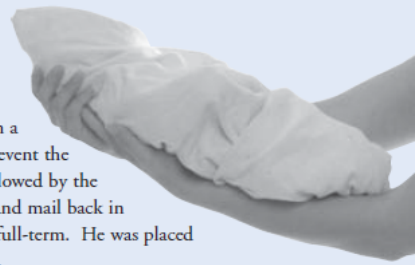
What happens to the parent or surrendering adult?

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

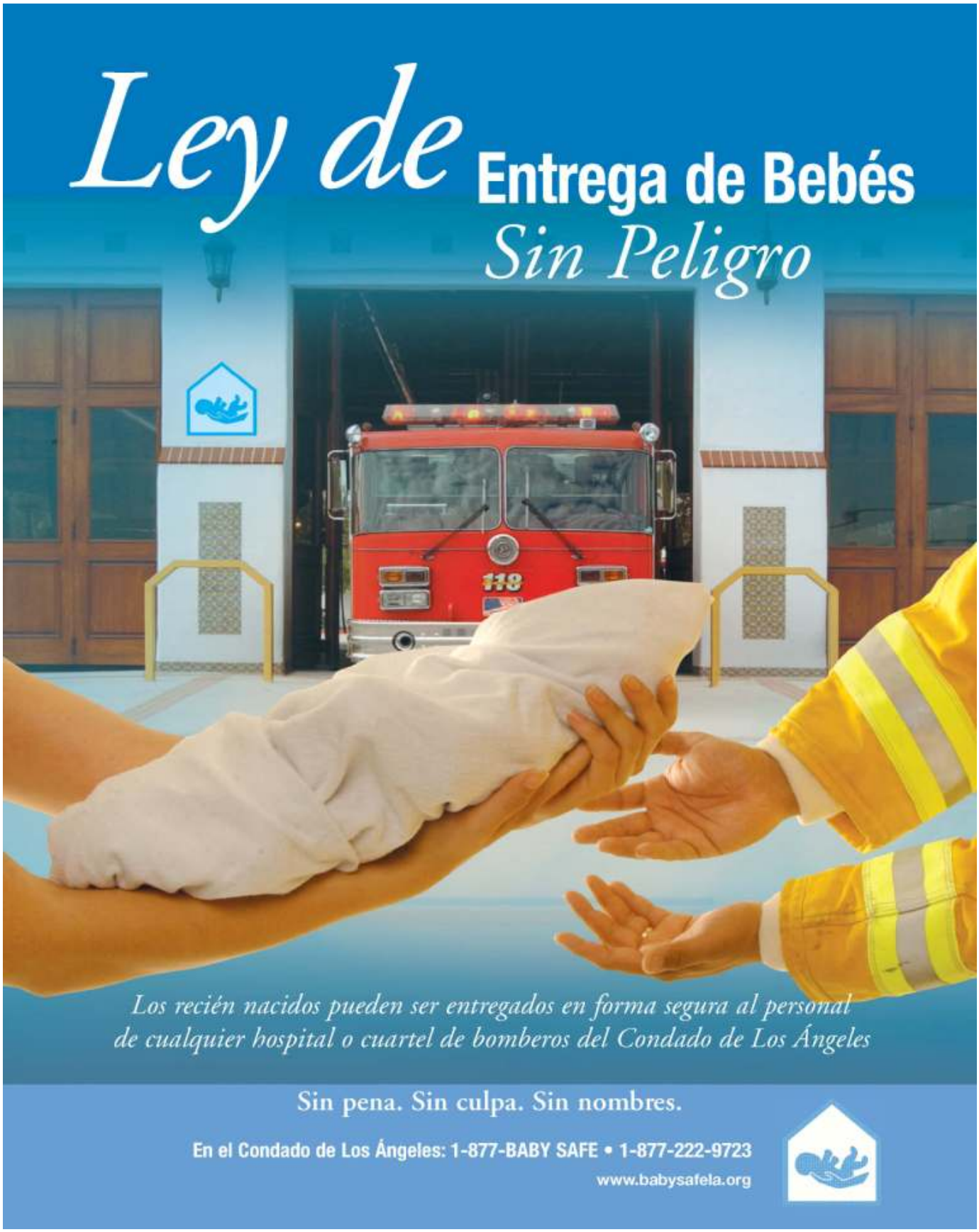
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AL THORNE'S DISCING SERVICE

FOR

WEED ABATEMENT SERVICES: TRACTORS and TRUCKS

CONTRACT BY AND BETWEEN AL THORNE'S DISCING SERVICE AND COUNTY OF LOS ANGELES FOR WEED ABATEMENT SERVICES – TRACTORS and TRUCKS

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
AL THORNE'S DISCING SERVICE
FOR
WEED ABATEMENT SERVICES: TRACTORS and TRUCKS

This Contract and Exhibits made and entered into this 1st day of July, 2014 by and between the County of Los Angeles, hereinafter referred to as County and Al Thorne's Discing Service, hereinafter referred to as Contractor. Al Thorne's Discing Service is located at 33310 Hassted Dr, Malibu, CA 90265.

RECITALS

WHEREAS, the County may contract with private businesses for Weed, Brush or Rubbish Abatement Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Hourly Discing Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or

description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

STANDARD EXHIBITS:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - Contractor's EEO Certification

1.4 EXHIBIT D - County's Administration

1.5 EXHIBIT E - Contractor's Administration

1.6 EXHIBIT F - Jury Service Ordinance

1.7 EXHIBIT G - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – AMENDMENTS, and signed by both parties

2.0 DEFINITIONS

2.1 ***Approved*** shall mean that sanction of method or means has been granted by the Agricultural Commissioner/Director of Weights and Measures unless otherwise defined.

2.2 ***Area Contract*** shall mean a Contractor's work shall be compensable on a square-foot or area basis as opposed to being compensated by the hour.

2.3 ***Area Mowing*** shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing using approved equipment.

2.4 ***Bidder*** shall refer to a person or other entity bidding to do the work specified.

2.5 ***Commissioner*** shall refer to the Agricultural Commissioner/ Director of Weights and Measures of the County of Los Angeles.

2.6 ***Concurrent Contract*** is a contract in the IFB designated by the County to be one that will require work at the same time and use the type of resources as another contract designated in the IFB as a Concurrent Contract.

2.7 ***Contract*** shall mean the agreement executed between County and Contractor including the IFB which is incorporated into the final contract. It sets forth the terms and conditions for the issuance and performance of Exhibit A – STATEMENT OF WORK.

2.8 ***Contractor*** or ***Vendor*** shall refer to a person or other entity having a contract with the County of Los Angeles for the removal of weeds, brush and/or rubbish, or other specified activities.

2.9 ***County*** shall refer to the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.10 ***County Contract Project Monitor*** shall refer to the person designated by the County's Project Director to monitor the operations under this contract.

2.11 ***County Project Director*** shall refer to the Deputy Agricultural Commissioner/Sealer, the person designated by the Commissioner with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.12 ***County Project Manager*** shall refer to the person with responsibility to oversee the day to day activities of this Contract including the responsibility for inspections of any and all tasks, services or work provided by the Contractor.

2.13 ***Department*** shall refer to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.

2.14 ***Director*** shall mean the current or acting Deputy Director of the Weed Hazard and Integrated Pest Management Bureau of the County of Los Angeles Department of Agricultural Commissioner/ Weights and Measures.

2.15 ***Fiscal Year*** shall mean the twelve (12) month period beginning July 1, 2014 and ending the following June 30, 2015.

2.16 ***Hourly Tractor Contract*** or ***Hourly Contract*** shall mean a Contractor tractor/truck operation which shall be compensable on an hourly basis.

2.17 ***Job Report*** shall mean the official report generated by the Weed Abatement Division for work accomplished on a given parcel.

2.18 ***Non-responsive*** shall mean the failure of a Bidder to comply with all solicitation requirements making the Bid ineligible for consideration during the Evaluation/Review process.

2.19 ***Overtime*** shall mean billable time worked over 40 hours during a one week period under an hourly tractor contract.

2.20 ***Overtime Rate*** shall mean a premium hourly rate a contractor is permitted to charge for overtime work under an hourly tractor contract. It is intended to offset the additional cost to the Contractor for paying the operator time.

2.21 ***Perimeter*** shall refer to the normal and reasonable boundary line of a parcel and includes, but is not limited to, fence and wall lines, sidewalks, curbs, and corners. ***Reasonable*** will be determined by the Commissioner or his authorized representative.

2.22 ***Section*** shall refer to any combination of two or more weed abatement zones.

2.23 ***Tractor*** refers to mechanical operations requiring a tractor to perform weed abatement work, by pulling a disc, mower or other attachment. Acceptable tractor types, specifications, etc., are found in Section 3.2 – SPECIFICATIONS FOR TRACTOR CONTRACTS and 4.0 – TRACTOR CONTRACTS AVAILABLE FOR 2014-2015.

2.24 ***Tumbleweed Mowing*** shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing tumbleweeds using approved equipment.

2.25 ***Weed Abatement Mapbook*** shall refer to the current Los Angeles County Assessor's Mapbook on file with the Los Angeles County Department of Agricultural Commissioner/Weights and Measures, and including any Department-specific notations such as area where work is to be performed and hazards to avoid.

2.26 ***Work Standard*** is the amount of time it takes to clear a parcel which has been established by an average of prior years Contractor clearances on the parcel.

2.27 ***Worksite Guidance*** is Department personnel physically present at a worksite to provide guidance in terms of the amount, extent, standard or type of clearance needed and the disposition of cleared material. It also means Department personnel will answer questions and concerns from property owners, the public or Fire Department personnel.

2.28 ***Zone***, ***Weed Abatement Zone***, or ***Section*** shall refer to the various geographical areas into which the County of Los Angeles has been divided for Weed Abatement purposes. These areas are defined in Appendix C – TECHNICAL EXHIBITS.

2.29 ***Zone/Section Provisions*** shall mean those additional requirements particular to specific zones/sections.

2.30 ***Zone Inspector***, ***Area Inspector*** or ***Weed Abatement Division*** shall mean the Los Angeles County Agricultural Commissioner/ Director of Weights and Measures or his authorized representative.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be one (1) year commencing on July 1, 2014, after execution by County's Board of Supervisors, and unless sooner terminated or extended, in whole or in part, as provided in this Contract, terminating on June 30, 2015.

4.2 The County shall have the sole option to extend this Contract term, upon mutual agreement with the contractor by amendment, for up to two additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of three (3) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Agricultural Commissioner/ Director of Weights and Measures or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including whether the County will exercise a contract term extension.

4.3 The Contractor shall notify the Agricultural Commissioner/Weights and Measures Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Agricultural Commissioner at the address herein provided in EXHIBIT D – COUNTY'S ADMINISTRATION.

5.0 CONTRACT SUM

5.1 The maximum annual amount of this contract is **$54,825.00** (see EXHIBIT B – PRICING SCHEDULE).

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Agricultural Commissioner/Weights and Measures Department at the address herein provided in EXHIBIT D - COUNTY'S ADMINISTRATION.

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in EXHIBIT A – STATEMENT OF WORK and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in EXHIBIT B – PRICING SCHEDULE, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with EXHIBIT B – PRICING SCHEDULE.

5.5.3 The Contractor's invoices shall contain the information set forth in EXHIBIT A – STATEMENT OF WORK describing the type of work, Zone, hours or units for which payment is claimed.

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

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

Attn: Budget and Fiscal Services
County of Los Angeles
Department of Agricultural Commissioner/
Weights and Measures
12300 Lower Azusa Road
Arcadia, CA 91006-5872

5.5.6 **County Approval of Invoices**

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

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs is designated in EXHIBIT D – COUNTY'S ADMINISTRATION. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

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

6.2 COUNTY'S PROJECT MANAGER

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.3 COUNTY'S CONTRACT PROJECT MONITRO

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in EXHIBIT E – CONTRACTOR'S ADMINISTRATION. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

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

7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and

executed by the Contractor and by the Agricultural Commissioner or the Board of Supervisors. The Commissioner is authorized to amend the sum of the contract in an amount not to exceed 10% for additional work as required by County in its sole discretion.

8.1.2 Upon mutual agreement of the Contractor and the Department, a contract may be amended to allow a Contractor to perform work in an area other than that designated in the Contract award. In this case, the Contractor will be compensated at the rate equal to the Contractor's existing contract or at the rate established in the area in which the Contractor is being asked to perform work. If the Department determines neither of these rates is in the best interest of the County, it may set a rate which is mutually agreed upon between the Department and the Contractor.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Agricultural Commissioner or his designee.

8.1.4 The Agricultural Commissioner or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 – TERM OF CONTRACT. The Contractor agrees that such extensions of time shall not change any

other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Agricultural Commissioner or his designee.

8.2 ASSIGNMENT AND DELEGATION

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

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in

payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 **COMPLIANCE WITH APPLICABLE LAWS**

8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be

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

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - CONTRACTOR'S EEO CERTIFICATION.

8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.7.2 **Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the

Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply

with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to

perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the

proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate

request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

8.12 **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

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

8.15 EMPLOYMENT ELIGIBILITY VERIFICATION

8.15.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.15.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.16 FACSIMILE or PDF REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or electronically submitted PDF representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile or PDF transmissions of such documents with subsequent (non-facsimile or non-PDF) transmission of “original” versions of such documents.

8.17 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

8.18 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.19 INDEPENDENT CONTRACTOR STATUS

8.19.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.19.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.19.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for

furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.20 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except fro such loss or damage from the sole negligence or willful misconduct of the County Indemnitees.

8.21 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.21.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying

insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Attn: Jo Anne Benavidez
County of Los Angeles
Agricultural Commissioner/Weights & Measures Dept
12300 Lower Azusa Road
Arcadia, CA 91006-5872

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.21.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional

insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.21.3 **Cancellation of or Change in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.21.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to

Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.21.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.21.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.21.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.21.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.21.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.21.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not

less than three (3) years following Contract expiration, termination or cancellation.

8.21.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.21.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.21.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.21.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.22 INSURANCE COVERAGE

8.22.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.22.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.22.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to

provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.23 **NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.23.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.23.2 The Contractor shall certify to, and comply with, the provisions of EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION.

8.23.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.23.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.23.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.23.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.23 when so requested by the County.

8.23.7 If the County finds that any provisions of this sub-paragraph 8.23 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination

laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.23.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.24 NON EXCLUSIVITY

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

8.25 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.26 NOTICE OF DISPUTES

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

8.27 **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.28 **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

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

8.29 **NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in EXHIBITS D – COUNTY'S ADMINISTRATION and E – CONTRACTOR'S ADMINISTRATION. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.30 PUBLIC RECORDS ACT

8.30.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.31 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.30.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.31 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.31.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State

law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.31.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.31 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.31.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.32 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the

Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.33 **SUBCONTRACTING**

The requirements of this Contract may not be subcontracted by the Contractor. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.36 - TERMINATION FOR DEFAULT and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.35 **TERMINATION FOR CONVENIENCE**

8.35.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such

termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

8.35.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.31, RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.

8.36 **TERMINATION FOR DEFAULT**

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in

either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.36.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.36.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.36.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.36.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes

beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.36.3, the terms "Sub-contractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.36.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.36, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.36, or that the default was excusable under the provisions of sub-paragraph 8.36.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.35 – TERMINATION FOR CONVENIENCE.

8.36.5 The rights and remedies of the County provided in this sub-paragraph 8.36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.37 TERMINATION FOR IMPROPER CONSIDERATION

8.37.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee,

or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.37.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.38 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

8.38.2 The rights and remedies of the County provided in this sub-paragraph 8.38 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.39 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.40 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each

such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.41 **VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.42 **WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 **WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.43 - WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining

or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

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

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.2 **TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM** (This is only for contracts where the Contractor is certified as a Transitional Job Opportunity Vendor.)

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

9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should

have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.3 **DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM** (This is only for contracts where the Contractor is certified as a Transitional Job Opportunity Vendor.)

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

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

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

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of

Contractor Non-responsibility and Contractor Debarment.)

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Agricultural Commissioner/Director of Weights and Measures and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:(Al Thorne's Discing Serv)

By Allen Thorne
Name

President
Title

COUNTY OF LOS ANGELES

By_____
Agricultural Commissioner/Director of Weights and Measures

APPROVED AS TO FORM:

John Krattli
County Counsel

By_____
~~Principal~~ Deputy County Counsel

CONTRACT FOR WEED/BRUSH/RUBBISH ABATEMENT SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Seasonality of Work/Importance for Fire Protection

The County is soliciting Bids for work that is highly seasonal and critical for timely fire protection. Removal of hazardous vegetation is an important element in emergency preparedness and delays may place lives and property in jeopardy. In most cases, work performed under the contracts will be compressed into a narrow time period and not evenly spaced throughout the contract period.

1.2 Reassignment of Work

If a contractor is unable to meet all or a portion of his or her obligation, the Department reserves the right to assign another contracted vendor to perform the work required.

1.3 Re-award of Contract

If a contractor is dismissed or resigns from his or her contractual agreement, or if the contract is terminated for any reason, the County in its sole discretion, may award the Contract to the next lowest cost and responsive, and responsible bidder amongst the original bids or solicit bids again.

1.4 Other Work Conditions

The Bidder must make a careful examination and fully inform himself or herself as to the scope of work required, distance from his or her headquarters, and the geographical terrain in the designated area (zone or section) where the work is being proposed. The County will in no case be responsible for any loss

or any unanticipated cost that may be suffered by the Contractor as a result of the Contractor's failure to fully inform him or herself in regard to all conditions pertaining to the work.

2.0 DEFINITIONS

2.1 ***Approved*** shall mean that sanction of method or means has been granted by the Agricultural Commissioner/Director of Weights and Measures unless otherwise defined.

2.2 ***Area Contract*** shall mean a Contractor's work shall be compensable on a square-foot or area basis as opposed to being compensated by the hour.

2.3 ***Area Mowing*** shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing using approved equipment.

2.4 ***Bidder*** shall refer to a person or other entity bidding to do the work specified.

2.5 ***Commissioner*** shall refer to the Agricultural Commissioner/ Director of Weights and Measures of the County of Los Angeles.

2.6 ***Concurrent Contract*** is a contract in the IFB designated by the County to be one that will require work at the same time and use the type of resources as another contract designated in the IFB as a Concurrent Contract.

2.7 ***Contract*** shall mean the agreement executed between County and Contractor including the IFB which is incorporated into the final

contract. It sets forth the terms and conditions for the issuance and performance of Exhibit A – STATEMENT OF WORK.

2.8 ***Contractor*** or ***Vendor*** shall refer to a person or other entity having a contract with the County of Los Angeles for the removal of weeds, brush and/or rubbish, or other specified activities.

2.9 ***County*** shall refer to the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures.

2.10 ***County Contract Project Monitor*** shall refer to the person designated by the County's Project Director to monitor the operations under this contract.

2.11 ***County Project Director*** shall refer to the Deputy Agricultural Commissioner/Sealer, the person designated by the Commissioner with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.12 ***County Project Manager*** shall refer to the person with responsibility to oversee the day to day activities of this Contract including the responsibility for inspections of any and all tasks, services or work provided by the Contractor.

2.13 ***Department*** shall refer to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures.

2.14 ***Director*** shall mean the current or acting Deputy Director of the Weed Hazard and Integrated Pest Management Bureau of the

County of Los Angeles Department of Agricultural Commissioner/ Weights and Measures.

2.15 ***Fiscal Year*** shall mean the twelve (12) month period beginning July 1, 2014 and ending the following June 30, 2015.

2.16 ***Hourly Tractor Contract*** or ***Hourly Contract*** shall mean a Contractor tractor/truck operation which shall be compensable on an hourly basis.

2.17 ***Job Report*** shall mean the official report generated by the Weed Abatement Division for work accomplished on a given parcel.

2.18 ***Non-responsive*** shall mean the failure of a bidder to comply with all solicitation requirements making the bid ineligible for consideration during the Evaluation/Review process.

2.19 ***Overtime*** shall mean billable time worked over 40 hours during a one week period under an hourly tractor contract.

2.20 ***Overtime Rate*** shall mean a premium hourly rate a contractor is permitted to charge for overtime work under an hourly tractor contract. It is intended to offset the additional cost to the Contractor for paying the operator time.

2.21 ***Perimeter*** shall refer to the normal and reasonable boundary line of a parcel and includes, but is not limited to, fence and wall lines, sidewalks, curbs, and corners. ***Reasonable*** will be determined by the Commissioner or his authorized representative.

2.22 ***Section*** shall refer to any combination of two or more weed abatement zones.

2.23 ***Tractor*** refers to mechanical operations requiring a tractor to perform weed abatement work, by pulling a disc, mower or other attachment. Acceptable tractor types, specifications, etc., are found in Sections 3.2, 4.0 and 5.0 of this STATEMENT OF WORK.

2.24 ***Tumbleweed Mowing*** shall mean that a Contractor is to be compensated by an acre or fraction thereof for mowing tumbleweeds using approved equipment.

2.25 ***Weed Abatement Mapbook*** shall refer to the current Los Angeles County Assessor's Mapbook on file with the Los Angeles County Department of Agricultural Commissioner/Weights and Measures and including any Department-specific notations such as area where work is to be performed and hazards to avoid.

2.26 ***Work Standard*** is the amount of time it takes to clear a parcel which has been established by an average of prior years Contractor clearances on the parcel.

2.27 ***Worksite Guidance*** is Department personnel physically present at a worksite to provide guidance in terms of the amount, extent, standard or type of clearance needed and the disposition of cleared material. It also means Department personnel will answer questions and concerns from property owners, the public or Fire Department personnel.

2.28 ***Zone***, ***Weed Abatement Zone***, or ***Section*** shall refer to the various geographical areas into which the County of Los Angeles

has been divided for Weed Abatement purposes. These areas are defined in APPENDIX C – TECHNICAL EXHIBITS.

2.29 ***Zone/Section Provisions*** shall mean those additional requirements particular to specific zones/sections.

2.30 ***Zone Inspector***, ***Area Inspector*** or ***Weed Abatement Division*** shall mean the Los Angeles County Agricultural Commissioner/ Director of Weights and Measures or his authorized representative.

3.0 SPECIFICATIONS

3.1 General Specifications for All Contracts

3.1.1 Errors and Omissions

The Contractor will not be allowed to take advantage of any error or omission in these Specifications. Such errors or omissions should be brought to the immediate attention of the Department. Full instructions will be given when such error or omission is discovered.

3.1.2 Seasonality of Workload

It is unlikely that the work will be spread out evenly over the contract period. In many cases, there is a heavy seasonal peak in the workload. The Bidder must consider the time frame when equipment or personnel resources must be available to do the work. The ability of a Bidder to provide equipment or personnel resources during a seasonal workload peak is a factor the County will use to determine a recommendation of a contract award.

3.1.3 Property to be Cleared

All or part of separate parcels of land shall be designated by the Commissioner or his authorized representative. Weeds, brush and/or rubbish existing upon or in front of said parcels, unless they have been removed or partially removed by the property owner prior to the arrival of the Contractor, shall be cleared according to instructions and/or maps provided by the Department.

3.1.4 Laws and Policies to be Observed

a. The Contractor shall keep himself or herself fully informed of all existing federal, state, county, or local laws, regulations and municipal ordinances, including the Vehicle Code, which may in any manner affect the work or which may in any way affect the conduct of the work, and of all such orders and decrees of bodies, or tribunals having any jurisdiction or authority over the same. Contractors are responsible for obtaining permits or licenses from city or county authorities including when weight or width requirements are exceeded on streets, roads, highways, etc.

b. The Contractor shall at all times, observe and comply with, and shall cause all his or her agents and employees to observe and comply with all such existing and future safety requirements, laws, ordinances, regulations, orders, and decrees; and shall protect, indemnify and hold harmless the County and all of its officers, agents, or servants against any claim or liability arising from or based upon the

violation of any such law, ordinance, regulation, order, or decree, whether by himself or herself or his or her employees.

c. Contractor shall at all times enforce strict discipline and good order among his or her employees and shall not employ or work unfit persons or anyone not skilled in the operation of equipment and work assigned.

d. Any person in the employ of the Contractor, whom the Department may deem incompetent or unfit, shall be dismissed from work, and shall not again be employed for Department work except with written consent from the Department.

e. The Contractor shall procure all permits and licenses, and pay all charges and fees, incidental to the due and lawful performance of the work.

3.1.5 Authority of Zone Inspector

The Zone Inspector, with input from his or her field supervisor, shall evaluate the quality of the work performed, and the rate of progress of the work.

3.1.6 Equipment Inspection

Any and all equipment offered must be available for inspection by a Department representative prior to contract award. If equipment is to be leased or purchased, contact information on the supplier and specifications must be provided using the Required Forms.

3.1.7 Continuity of Work/Completion Period

Work shall be performed on a continuous basis on all parcels specified. For area contracts, work should be completed within fourteen (14) calendar days of assigned starting date. If not completed by that time, the work may be given to a different Contractor, or completed by the County. Tractor work performed under an hourly contract shall meet or exceed the established Work Standard in terms of time for each parcel unless approved by the Zone Inspector.

3.1.8 Work Standards

a. Weed growth shall be removed as close to fences, hedges, trees and structures as is practical to work equipment without causing damage to said fences, hedges, trees and structures.

b. Abatement activities shall be performed in such a manner that inconvenience to adjacent residents shall be minimized.

c. Dust shall be kept to a minimum whenever possible. If the Contractor is not able to adequately control the dust conditions, the Zone Inspector may terminate the abatement activity.

d. Upon mutual agreement of the Contractor and the Department, a contract may be amended to allow a Contractor to perform work in an area other than that designated in the Contract award. In this case, the

Contractor will be compensated at the rate equal to the Contractor's existing contract or at the rate established in the area in which the Contractor is being asked to perform work. If the Department determines neither of these rates is in the best interest of the County, it may set a rate which is mutually agreed upon between the Department and the Contractor.

e. The County reserves the right to utilize other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for execution of their work and shall properly coordinate his or her work with other Contractors as requested by the Department.

f. Satisfactory quantity and/or quality of work is to be the judgment of the Department representative.

3.1.9 Workload Estimate

The total hours or units of a specific contract are an estimate of the anticipated workload. This estimate is not to be taken in any sense as a guarantee of minimum quantities of work available to the Contractor. The County will not be responsible for any error occurring in the estimates.

3.1.10 Care of Property

The Contractor shall take reasonable precautions to not disturb temporary and/or permanent property (i.e. survey stakes, signs, sign posts, gates and fencing) while

performing the abatement activities. Care shall be taken to avoid damage to public and private roadways, driveways, sidewalks and curbing. Fences, gates, etc., removed by the Contractor to gain access to a property shall be returned to the same condition as originally found.

3.1.11 Damage

a. All damage to public or private property arising from a contractor clearing operation shall be the responsibility of the Contractor unless determined otherwise by the County Project Director.

b. It shall be the responsibility of the Contractor to investigate all damage complaints and make satisfactory settlement in those cases where actual damage has occurred.

c. The procedure for handling damage complaints shall be as follows:

1. Upon receipt of a damage complaint, the County will send two (2) copies to the Contractor, one (1) for the Contractor's file and one (1) to be signed by the property owner, after settlement has been made and then returned to the Weed Abatement Division. This shall be completed within 30 days after postmark.

2. If the Contractor fails to take corrective action on a damage complaint within the 30 days, the

County will send two (2) copies of the complaint directly to the insurance carrier of the Contractor involved, one (1) copy to be signed as a release and returned to the Weed Abatement Division within 60 days after postmark.

3. Failure to resolve property owner claims as herein described may result in contract termination, a poor rating in a Contractor Performance Evaluation and possible placement of the Contractor in the County's Contractor Alert Reporting Database.

3.1.12 Payment

a. The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

b. Report periods shall be twice monthly, from the 1st of each month to the 15th inclusive, and from the 16th to the 31st inclusive.

c. The County will pay Contractors within thirty (30) days of receipt of invoice based on the equipment or labor time report.

d. If any discrepancies exist between the invoice and the Department's records, the determination of the Department will be final.

e. For all hourly work, Contractors shall prepare an equipment time report using a form provided indicating the hours worked each day of the pay period. At the end of the pay period, a copy shall be provided to the Weed Abatement Division.

f. For all area tractor contracts (except tumbleweed mowing), a Vendor Area Tractor Report (Report) will be prepared by the Zone Inspector in advance of the work and given to the Contractor along with copies of the maps, aerial imagery, or other information necessary to help the Contractor find the work location(s). The Contractor uses the Report as a work list, completes all necessary work, and then returns the completed Report, mapbooks and required photographic documentation to the Zone Inspector. Each Report, along with the maps provided, shall be completed and returned to each of the respective zones no later than fourteen (14) calendar days after receipt of maps.

g. The Zone Inspector will verify the reported work completion and return one copy of the Report to the Contractor. It will be the responsibility of the Contractor to furnish such supervision as is necessary to complete the paperwork and the scheduled field operations.

h. Should a controversy arise as to the reported number of parcels, the amount of work done, or the size of the parcels cleared by the Contractor, the Zone Inspector

shall investigate any discrepancies and make the final determination.

i. For some hourly tractor contracts, the County may ask the Contractor to work his or her equipment and personnel more than 40 hours in a week. In this case, the County will pay the Contractor an overtime rate to cover the additional cost of the equipment operator's overtime wages. This does not pertain to equipment transported from equipment yard to initial jobsite and transported from last job to equipment yard.

1. All overtime work must be approved by the Zone Inspector.

2. The Contractor may be asked to provide satisfactory proof of the equipment operator's hourly pay to justify the overtime rate.

j. The scope of each job (clearance distance from structures, etc.) shall be set and assigned by the Zone Inspector before clearing. Contractors will not be compensated for work done beyond what was assigned. If, after being awarded a contract, a Contractor has questions about exactly where he or she is being asked to perform work, the Contractor <u>should not</u> proceed and seek clarification from the Zone Inspector.

3.1.13 Work Schedule

a. Unless otherwise and specifically authorized, paid time under hourly contracts will begin when work is started under onsite guidance of Weed Abatement Division personnel. All reasonable travel time during working day from one work site to another will be considered as working time.

b. The County reserves the right to cancel or terminate any or all contracts in any zone/section at any time due to lack of work.

c. No specified number of hours will be guaranteed on a Contractor call out, however each Zone Inspector will attempt to provide at least four (4) hours of paid work.

3.2 General Specifications for all Tractor and Truck Contracts

Unless otherwise specified, the following applies to both Area and Hourly Tractor Contracts

3.2.1 General Equipment Specifications

a. A minimum number of tractors may be required. See Section 4.0, TRACKLAYER (crawler) CONTRACTS AVAILABLE FOR 2014-2015 and Section 5.0, RUBBER-TIRE TRACTOR CONTRACTS AVAILABLE FOR 2014-2015. Additional equipment may be utilized at the discretion of the Zone Inspector and the Contractor.

b. All tractors, transports, trucks and required attachments (mowers, buckets, etc.) must be reliable and well-maintained.

c. All tractors and power equipment with internal combustion engines must be equipped with a United States Forest Service approved spark arrester.

d. A fire extinguisher shall be required on each tractor. It must be Underwriters Laboratory approved, 10-pound, dry chemical, all purpose ABC type and be mounted on each tractor, ready and available for use at all times. Fire extinguishers shall display a current inspection tag throughout the term of the contract. Additional fire extinguisher requirements may apply. See Sections 4.0 and 5.0.

e. All equipment shall be available for inspection by the Weed Abatement Division prior to the awarding of contracts. Unsatisfactory equipment may result in bid disqualification. Contractors shall submit manufacturer supplied equipment specifications, upon request.

f. All trucks and trailers used for transportation of equipment must comply with Department of Transportation (DOT) and State Public Utilities Commission Regulations.

g. Any and all safety features such as guards, shields, etc., which were originally supplied or recommended

by the equipment manufacturer shall remain in place and operational.

h. The Contractor shall provide at the job site, the necessary tools, spare parts and equipment to allow the operator to make minor repairs and to keep contracted equipment operating and serviceable throughout the day.

3.2.2 Equipment Operators, Maintenance and Field Repairs

a. The Contractor shall furnish a qualified and cooperative operator for all items of equipment including ability to load and unload equipment from the transport. If an operator is determined to be unqualified or uncooperative, the Zone Inspector may halt the operation until a satisfactory replacement is furnished. Failure to provide a qualified and cooperative operator within a reasonable time, as determined by the Department, may result in termination of the contract or substitution of another contractor.

b. The Contractor shall have the necessary tools, repair parts and equipment to make minor repairs in the field. Contractors shall perform routine maintenance, and make repairs to equipment at Contractors' own expense.

c. During equipment breakdown periods, the Contractor may substitute comparable equipment upon approval of the Zone Inspector.

d. Fueling and servicing of equipment shall be performed outside regular working hours unless otherwise authorized by the Zone Inspector.

3.2.3 Operator Minimum Experience

For equipment that is compensated hourly (tractors, dump trucks, transports, attachments), operators shall have the following minimum experience using the type of equipment they are operating:

- Hourly Discing :
  - Hill areas four (4) years
  - Flat areas two (2) years
- Hourly Mowing: two (2) years
- Front Loader and Dump Trucks: two (2) years

3.2.4 Photographic Documentation

Photographic documentation must be provided for any operation where Department staff is not actually present during the work. The following applies to all area tractor contracts except tumbleweed mowing:

.

a. Contractor shall provide minimum of (2) photos to indicate the condition of the property:

   1. Prior to clearance.
   2. After the clearing operation has been completed.

b. Contractor shall indicate the parcel number (mapbook, page, and parcel) and the date on the

photo. Photos shall be taken with a reference landmark (structure preferred) and all photos must show the condition of the entire parcel if possible; if not, more than two photos may be required. Samples of acceptable photographs are in IFB - APPENDIX C - TECHNICAL EXHIBITS.

c. Failure to provide adequate photographic documentation may result in delays or denial of payment and negative performance evaluations.

3.2.5 Transport

For each tractor required by a contract, a separate truck and trailer for the tractor and its attachment (disc or mower) shall be provided by the Contractor. The trailer must be able to transport the tractor AND required attachment (disc, mower) at the same time and not require two trips. Truck, trailer and operator shall meet all applicable Department of Transportation (DOT) specifications or requirements. If required by law, truck and trailer operator must possess a Class A license which shall be produced and exhibited upon request. The truck shall have sufficient horsepower to negotiate grades encountered during the transportation of the tractor and disc. The trailer shall be of a size and tilt type to allow for loading and unloading on limited access work sites. Exceptions are subject to the approval of the Zone Inspector.

4.0 TRACKLAYER (Crawler) CONTRACTS AVAILABLE FOR 2014-15

4.1 Hourly Discing – Zone 1

4.1.1 Description of the Work

This contract is for per-hour discing of land in Weed Abatement Zone 1. Work is to be performed in accordance with the STATEMENT OF WORK.

4.1.2 Tractor Number and Type

Two (2) steel track crawlers (tracklayer) tractors each with a minimum of 75 hp, minimum pad size (shoe size) of 18 inches and 2 inch grousers. They shall be capable of efficiently pulling the required disc in hill areas without overheating. They must be compact enough for unloading/loading in tight areas and maneuvering on small properties.

4.1.3 Tractor Blade

A dozer blade must be available, upon request, for hourly work. It shall be hydraulically-operated of an angle-type and not less than 8 feet wide.

4.1.4 Discs

Disc(s) shall be hydraulically-controlled and of an offset ("scissor") type to permit efficient turning either right or left, with not less than 26-inch diameter cutting-type blades. Disc weights shall be immediately available and used as requested by the Zone Inspector. The disc must be capable of efficiently turning weeds and small brush into the soil. Discs shall be not less than 7 feet 6 inches wide and weigh at least 4,000 lbs. If requested, there must be

documentation of the weight of the disc either by certificate of weight from a public scale or other acceptable written documentation.

4.1.5 Operator Experience

Steep hillsides and some challenging loads/unloads require operators with a minimum of four (4) years of experience.

4.1.6 The Area

This contract is for Zone 1 which encompasses much of the semi-rural coastal area of Los Angeles County including; Malibu and Topanga, Corral, and Encinal Canyons, etc. This is one of the most hazardous fire areas in the County and timely weed and brush abatement is critical.

4.1.7 What to Expect

Narrow, winding roads, limited access and challenging tractor unloading/loading may be encountered. Individual jobs may range in size from ½ hour to 10 or more hours per tractor unload. All work will be performed under direct supervision from Department staff.

4.1.8 Time Period

Work is expected to begin about May 1 and end about June 15. This is a designated concurrent contract with:

- Hourly Discing - Zones 4 and 5
- Hourly Mowing - Zone 8

4.1.9 Amount of Work

The amount of work estimated for Fiscal Year 2014-2015 is: 255 hours.

The amount of work is highly dependent on the amount of seasonal rainfall. For these reasons as well as other factors beyond the control of the County, there is no minimum guaranteed amount of work. No overtime work is anticipated.

4.1.10 Bid Pricing

Interested bidders will be submitting the price per hour to provide the equipment, transport and operator, and not the total cost for the entire estimated amount of work.

PRICING SCHEDULE

AL THORNE'S DISCING SERVICE

WEED/BRUSH/RUBBISH ABATEMENT SERVICES

(July 1, 2014 through June 30, 2015)

Contract Awarded	Hours/Units/Parcels	Price	Annual Contract Amount
Hourly Discing (Zone 1)	255 total hours	$215.00	$54,825.00

Annual Contract Amount: $54,825.00

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

Albert Thorne

Contractor Name

33310 Hassted dr Malibu Ca 90265

Address

77-0399562

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

ALBERT THORNE President

Authorized Official's Printed Name and Title

Albert Thorne 3-25-2014

Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. __AW15201__

COUNTY DIRECTOR:

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

COUNTY PROJECT DIRECTORS:

	Zones 1,3,4,5,6	Zones 7,8, 9
Name:	Aniko Pomjanek	David Brackin
Title:	Deputy Agric Commissioner/Sealer	Deputy Agric Commissioner/Sealer
Address:	12300 Lower Azusa Rd.	335 East Avenue K-10
	Arcadia, CA 91006-5872	Lancaster, CA 93535
Telephone:	(626) 459-8892	(661) 974-8803
Facsimile:	(626) 350-7077	(661) 948-1088
E-Mail :	APomjanek@acwm.lacounty.gov	DBrackin@acwm.lacounty.gov

COUNTY MANAGERS:

	Agric/Wts & Meas Inspector III	Telephone	Fax	Email Address
Zone 1	Isaac Meshreky	(310) 317-1373	(310) 317-4893	IMeshreky@acwm.lacounty.gov
Zone 3	Masood Azhar	(626) 335-3453	(626) 335-2026	MAzhar@acwm.lacounty.gov
Zone 4	Greg Manasserian	(562) 622-0447	(562) 861-4175	GManasserian@acwm.lacounty.gov
Zone 5	Mary Anne Nolan	(562) 622-0446	(562) 861-4175	MNolan@acwm.lacounty.gov
Zone 6	Liza Chang	(626) 575-5732	(626) 350-7077	LChang@acwm.lacounty.gov
Zone 7	Ellen Walton	(818) 833-6648	(818) 833-6608	EWalton@acwm.lacounty.gov
Zone 8	Vincent Jauregui	(661) 974-8808	(661) 948-1088	VJauregui@acwm.lacounty.gov
Zone 9	Pye Nyein	(818) 833-6647	(818) 367-5741	PNyein@acwm.lacounty.gov

COUNTY PROJECT MONITOR:

Name(s):	Francine Maldonado	JoAnne Benavidez
Title:	Staff Assistant III	Staff Assistant III
Address:	12300 Lower Azusa Rd. Arcadia, CA 91006-5872	12300 Lower Azusa Rd. Arcadia, CA 91006-5872
Telephone:	(626) 575-5487	(626) 575-5488
Facsimile:	(626) 350-7077	(626) 350-7077
E-Mail Address:	FMaldonado@acwm.lacounty.gov	JBenavidez@acwm.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Al THORNE'S DiSCing INC.
CONTRACT NO: AW15201

CONTRACTOR'S PROJECT MANAGER:

Name: Al THORNE
Title: President
Address: 33310 hassted dr
Malibu Ca 90265
Telephone: 310 457 9181
Facsimile: 310 457 1746
E-Mail Address: AlTHORNE@mac.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Jill THORNE
Title: Secretary
Address: 33310 Hassted Dr
Malibu Ca. 90265
Telephone: 310 457 9181
Facsimile: 310 457 1746
E-Mail Address: THORNE AJ@verizon.Net

Name:
Title:
Address:

Telephone:
Facsimile:
E-Mail Address:

Notices to Contractor shall be sent to the following:

Name: Al THORNE
Title: President
Address: 33310 Hassted Dr
Malibu Ca. 90265
Telephone: 310 457-9181
Facsimile: 310 457-1746
E-Mail Address: Al THORNE@mac.com

TITLE 2 – ADMINISTRATION
CHAPTER 2.203.010 THROUGH 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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

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

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

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

2.203.060 Enforcement and Remedies.

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

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

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

2.203.070. Exceptions.

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

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

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

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

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

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

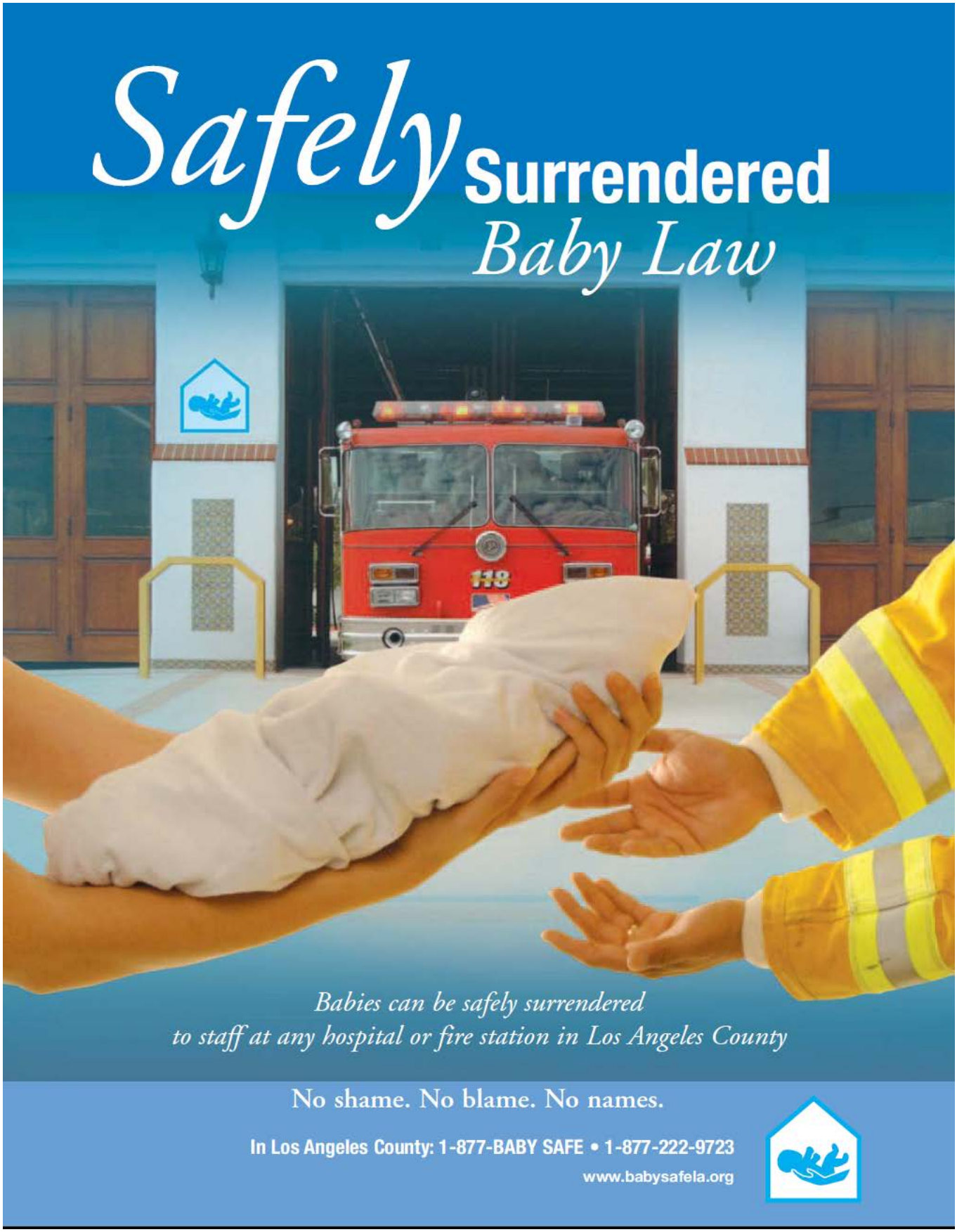
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW


Safely Surrendered
Baby Law
118
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

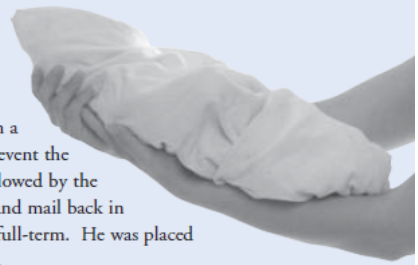
What happens to the parent or surrendering adult?

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

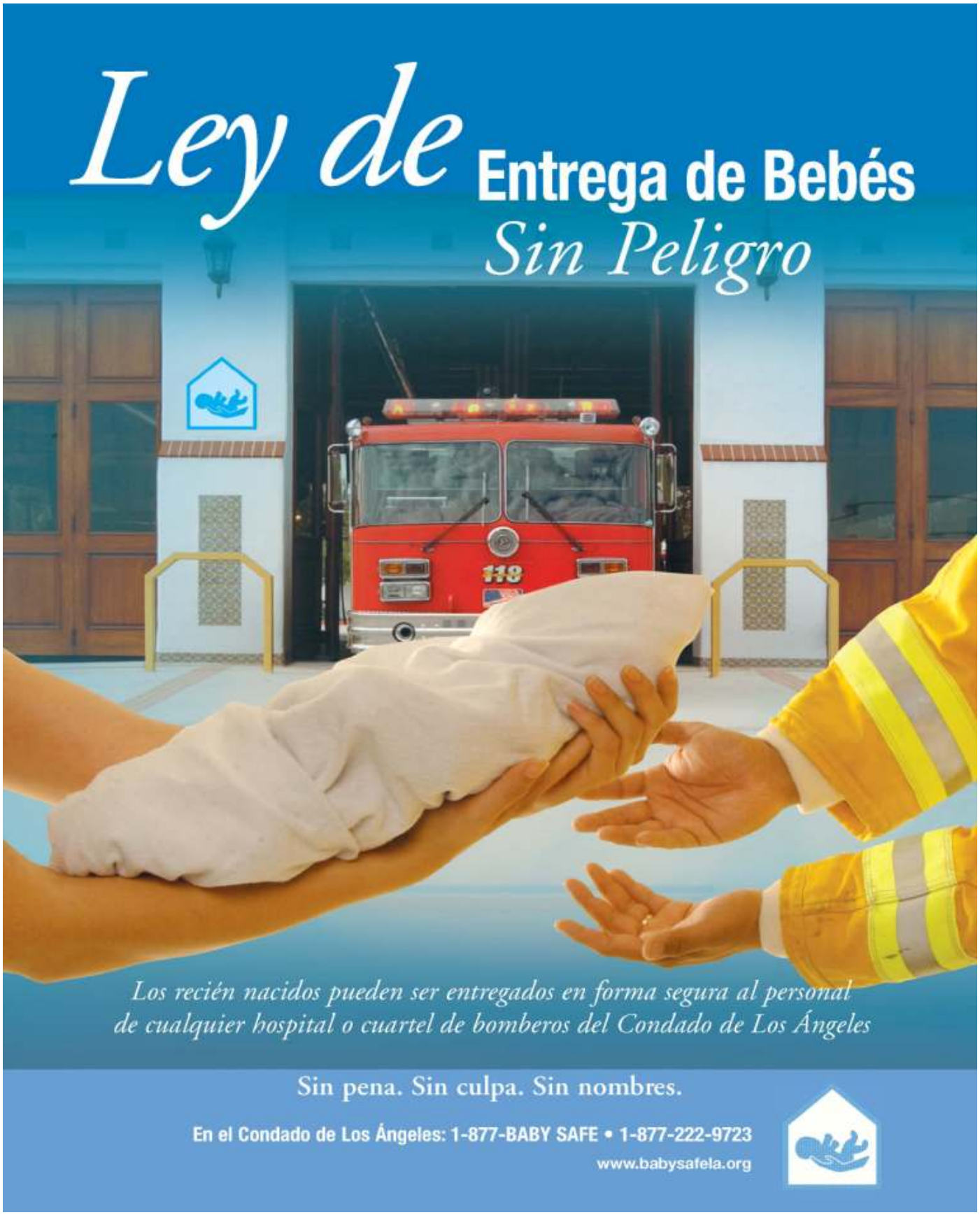
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Bid Detail Information

Bid Number : AGR01022
Bid Title : IFB FOR WEED, BRUSH, AND RUBBISH ABATEMENT
Bid Type : Service
Department : Agricultural Comm/Weights-Measures
Commodity : WEED AND VEGETATION CONTROL
Open Date : 12/31/2013
Closing Date : 2/12/2014 5:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : The County of Los Angeles, Department of Agricultural Commissioner/Weights and Measures is soliciting bids for weed and brush abatement services for Fiscal Year 2014/2015 (from July 1, 2014 to June 30, 2015). It is anticipated that up to 18 contracts will be awarded for:

Handwork (weed, brush, and poison oak removal)
Tractor Work (discing, mowing, and front loader/dump truck)

Complete information, including the full Invitation for Bids (IFB) package and all of the documents necessary to submit a bid will be available on the Department's website beginning December 31, 2013 (http://acwm.lacounty.gov).

There will be a mandatory bidder's meeting on January 22, 2014 at 9:00 A.M. at the Department's headquarters located at 12300 Lower Azusa Road, Arcadia, 91006. Full details on the meeting are available from the Department's website, in the IFB, or by contacting the person listed below. Bids will be rejected from those whose attendance at the meeting cannot be verified. Attendees should be prepared to ask questions at the meeting about the specifications, bid requirements and contract terms. After the meeting, it may be impossible to respond to further requests for information.

Bids are due on Wednesday, February 12, 2014 at 5:00 P.M. at the Department's headquarters address listed above. Late bids will not be accepted.

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