COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 23, 2004

IN REPLY PLEASE
REFER TO FILE: AS-0

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

Dear Supervisors:

AS-NEEDED DEMOLITION AND REMOVAL OF SUBSTANDARD STRUCTURES
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and delegate authority to the Director of Public Works to execute the contract for "As-Needed Demolition and Removal of Substandard Structures" to Interior Demolition, Inc., located in Tujunga, California. This contract will be for a period of one year, commencing upon Board approval, with two 1-year renewal options, not to exceed a total of three years.

2. Delegate authority to the Director of Public Works to renew this contract for each additional renewal option, if, in the opinion of the Director, renewal is warranted.

3. Delegate authority to the Director to terminate this contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

5. Authorize Public Works to encumber an annual amount not to exceed $180,000. Funds are available in various Public Works 2004-05 budget units.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide as-needed demolition and removal of substandard structures and/or removal of miscellaneous items of personal property, trash, junk, debris, inoperative vehicles, etc., from private property in order to protect life, limb, health, property, safety, and welfare of the public or occupants. Since 1986, Public Works has been contracting for this service. Based on our findings and recommendations, your Board may direct us to demolish and remove any substandard buildings and/or conditions identified. When authorized, we facilitate the required demolition and removal through this service contract.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness, as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed $180,000. This amount represents our estimated annual requirements for this service. This contract will commence upon Board approval for a period of one year. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed three years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

This contract allows cost-of-living adjustments for the two optional years in accordance with County policy established by the Chief Administrative Office.

Funds for the first year are available in various Public Works funds to cover the cost of this contract.

There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing the contract, which is substantially reflected in Enclosure A, the contractor will sign and County Counsel will review it as to form.

This work is authorized by Chapter 99 of Title 26 of the Los Angeles County Code.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract as this service is required on an intermittent and part-time basis.

ENVIRONMENTAL DOCUMENTATION

With respect to the requirements of the California Environmental Quality Act, the type of service to be provided is categorically exempt as specified in Class 1 (h) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On March 23, 2004, Public Works solicited proposals from 150 independent contractors and community business enterprises to accomplish this work. Also, a notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On April 15, 2004, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the Request for Proposals (RFP). The proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff.

The committee's evaluation was based on criteria described in the RFP which included price, experience, work plan, facilities, financial resources, references, and equipment. Based on this evaluation, it is recommended that this contract be awarded to the most responsive and responsible proposer, Interior Demolition, Inc., located in Tujunga, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

PART II

AGREEMENT FOR AS-NEEDED DEMOLITION AND REMOVAL OF SUBSTANDARD STRUCTURES

THIS AGREEMENT, made and entered into this _____ day of _____, 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and Interior Demolition, Inc, hereinafter referred to as "Contractor."

WITNESSETH:

1. That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on April 15, 2004, hereby agrees to provide services as described in the attached specifications for "As-Needed Demolition and Removal of Substandard Structures", including but not limited to Exhibit A, Scope of Work .

2. That this Agreement, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

3. That the County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed $180,000 or such greater amount as the Board may approve.

4. That this Contract's initial term shall be for a period of one year, commencing upon Board approval. At the discretion of the County, this Contract may be extended in increments of one year, not to exceed a total Contract period of three years. The County, acting through the Director, may give a written notice of intent to extend the Contract at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the Contractor.

5. That the Contractor shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the square foot rates and stipulated unit prices reflected in Form PW-2, Schedule of Prices.

6. That Public Works will make payment to the Contractor within 30 days of receipt and approval of a properly completed invoice. Each invoice must provide a description of the project(s), and itemization of the work completed. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

7. The rates per square foot of compensation set forth in Form PW-2, Schedule of Prices, may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost-of-living adjustments will be granted.

8. That in the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's specifications, requirements, terms and conditions herein, the County's provisions shall control and be binding.

9. That the Contractor agrees in strict accordance with the Contract specifications and conditions to meet the County's requirements.

10. That this Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Interim Director of Public Works

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

INTERIOR DEMOLITION, INC.

By _____
Its President

By _____
Its Secretary

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SCOPE OF WORK

AS-NEEDED DEMOLITION AND REMOVAL OF SUBSTANDARD STRUCTURES

SECTION 1

A. Work Description

The County will have certain substandard buildings or property conditions or both that are to be demolished or removed from private property to protect life, limb, health, property, safety, or welfare of the public or occupants thereof. Authority for this work is contained in the Los Angeles County Code, Title 26, Chapter 99 (Building Code).

1. The purpose of this Contract is to facilitate the demolition and removal from each site, as designated by the Director, any substandard structures, debris, etc. Substandard structures are defined as residential or commercial structures of wood frame or masonry construction; one or two stories in height; with wood or concrete floors; wood, metal, masonry or stucco exteriors; wood, metal, tile or composition roofing; foundations and floor slabs; and attached-covered porches. The work requires removal of trash, junk, debris; abandoned household equipment and furniture; abandoned equipment and machinery; miscellaneous personal property; abandoned, wrecked, dismantled, or inoperable vehicles; house-type trailers; and capping or backfilling of abandoned sewage disposal systems, excavations, or water wells.

2. Approximately 60 percent of the work will be strictly cleanup jobs, i.e., the removal of debris, etc.

3. Jobs which contain structures over two stories in height or constructed of materials other than those mentioned above may be advertised for bids on a project basis by the County, unless the Contractor agrees to perform such work for the basic unit price applicable to this Contract or a negotiated price according to this Exhibit's Section Y, "Change Orders - Negotiated Price."

4. In addition, the Contractor shall perform emergency demolition or similar urgent actions, if any, deemed necessary by the County.

B. Work Location

The work will be located at various job sites within the geographical area of the County. It is estimated that 25 percent of the jobs will be in the northern part of the County in such areas as Lancaster, Palmdale, Saugus, Newhall, etc., and the remainder in the southern part of the County's foothill, central basin, and coastal areas.

C. Demolition and Removal of Debris

1. All structures, buildings, and facilities shall be demolished and removed as specified in this Contract and the contract work orders.

2. The Contractor shall meet with the representative from Building and Safety Division, Property Rehabilitation Section (Project Manager), 900 South Fremont Avenue, Alhambra, California 91803, telephone (626) 458-3193 at the subject property before the demolition of any structures or the removal of any debris, etc.

3. Prior to the demolition and removal of any structure, building, or facility, the Contractor shall order an in-depth inspection report to be made by a State of California licensed Certified Asbestos Consultant utilizing a National Voluntary Lab Accreditation Program (NVLAP) testing laboratory regarding the presence or nonpresence of asbestos. Demolition of any facility shall conform to Environmental Protection Agency (EPA) regulations set forth in 40 CFR Part 61 and South Coast Air Quality Management District (SCAQMD) Rule 1403. The South Coast Air Quality Management District shall be notified by the Contractor pursuant to Rule 1403. The removal of asbestos, when present, shall be done following Rule 1403.

4. If an inspection for lead-based paint is not conducted prior to demolition, all painted surfaces shall be considered to contain lead above the notification thresholds established in the Cal/OSHA Lead in Construction Standard, California Code of Regulations Title 8, Section 1532.1 (Section 1532.1) and Cal/OSHA shall be notified accordingly. If a lead-based paint inspection is conducted, Cal/OSHA shall be notified as required in Section 1532.1 based on the analytical data. During demolition and removal of debris, the contractor shall conform to all requirements set forth in Section 1532.1.

5. The Contractor shall demolish, remove, and dispose of all specified structures, equipment, and debris. Removal includes, but is not limited to building construction, brickwork, porch steps, porches, footings, foundations, slabs, sidewalks, driveways, trees as needed, shrubs, vegetation, fencing, and any lean-to or other shelter all down to the level of existing exterior grade. Demolition also includes the proper abandonment of any sewer or sewage disposal system. Cesspools, seepage pits, or septic tanks shall have the sewage removed there from and shall be properly filled and compacted with an approved material and method in accordance with the Los Angeles County Building and Plumbing Code. The Contractor shall contact the Project Manager before the backfill of any cesspool, seepage pit, or septic tank. The sanitary sewer lines shall be properly capped in accordance with the Los Angeles County Plumbing Code. Site shall be graded and compacted as necessary to prevent ponding of surface water.

6. The requirements of the National Pollutant Discharge Elimination System (NPDES) municipal permit, issued to the County shall be followed on all demolition and cleanup sites. Best Management Practices (BMP) shall be

implemented as necessary to reduce pollutants to receiving waters. This requires the Contractor to prepare and file a Local and State Stormwater Pollution Prevention Plan for all demolition/cleanup sites greater than or equal to one acre of disturbed soil. The County will reimburse Contractor for compliance costs incurred on the specific job. Reimbursement will be incorporated in the final billing of the project.

7. Removal of debris shall include the removal of all waste materials caused by the Contractor's operations, including but not limited to loose or broken concrete or masonry together with all other items of equipment, furnishings, or house-type trailers on the premises during the time of the Contractor's operations and specified for removal by the Director/Project Manager. Debris shall include all dead, cut, or uprooted trees under four inches in diameter or other vegetation to be removed as a result of removal of the building. Dumping of debris removed shall be at an approved County dump site. See this Exhibit's, Section GG, "AB 939 County Diversion Requirements."

8. Self-supporting cantilever retaining walls constructed for the retention of earth shall remain in place. All others shall be removed and the adjacent grade shall be graded to a two horizontal to one vertical (2:1) slope.

9. Below Grade Slabs: Where open cellars, swimming pools, or other excavations have concrete slab floors and there is no natural drainage, the slabs shall be broken or punctured before back filling to allow drainage of the water. Back filling shall not be permitted until the Public Works' inspector has inspected and approved the break or puncture.

10. Removal of growing trees and shrubs is not generally required. Those to be removed shall be specified by the Director/Project Manager.

11. The Contractor shall fill to grade with suitable material any voids remaining on the site after the demolition operation. The material shall be free from stones, debris, building material, etc. The material shall be compacted in accordance with Chapter 70 of the Los Angeles County Building Code.

12. All debris derived from the demolition services specified herein shall be removed from the property and properly disposed of at the Contractor's expense.

13. All demolition and removal work shall be done in accordance with these Specifications, "Standard Specifications for Public Works Construction" dated 2003, or latest edition, and accepted good industrial practice.

D. Determination of Area of the Building(s)

1. The Director/Project Manager will determine the area of the basic structure plus any appurtenances or accessory buildings to be demolished and furnish

the Contractor with the information at the time of notification of work to be done.

2. If the Contractor disagrees with the square footage or cubic yardage as determined by the Director/Project Manager, the Contractor shall notify the Director/Project Manager of this discrepancy no more than three working days after being notified to proceed with the project. In the event an error in the Director's determination of square footage or cubic yardage is found, the Contractor shall be entitled to an extension of completion time sufficient to cover the time necessary to establish an agreement on revised square footage or cubic yardage. Notification later than three working days constitutes automatic acceptance by the Contractor of the work as specified.

E. Site Drainage – Grading

1. Any open pits, holes, or basements shall be filled and compacted with an approved material and be brought up to grade level of the lot.

2. Any specified backfilling of basements, cellars, swimming pools, or any similar excavation, or removal of foundations or slabs shall be performed in a way that will prevent ponding of surface water and will not materially affect the natural drainage pattern of the premises. Back fill material from the site may be used with prior approval from the Director/Project Manager. The site shall be graded and compacted as necessary to prevent ponding of surface water.

F. Site Investigation and Work Determination

1. Site Investigation: Prior to demolition and removal work, the Contractor shall investigate the site to determine all conditions affecting necessary procedure and operations in performing the required work as specified in this Exhibit's, Section C, "Demolition and Removal of Debris." The Contractor shall visit the site accompanied by Public Works' inspector/Project Manager for all demolitions to determine all conditions affecting necessary procedure and operations for unusual work, or abatement work that does not fall within the provisions of this Contract.

2. The County assumes no responsibility for the admission of the Contractor to any part of the buildings or premises during the occupancy by any tenants who may be living in or on the premises, legally or otherwise. During such time, any arrangements for inspection of occupied buildings or premises shall be made with the occupant or occupants thereof.

3. Work Determination: The Contractor shall determine the nature and type of construction, structural members, finish, and appurtenant features of the structures to be demolished, and be responsible for determination of all classes of work to be accomplished, including determination of nature of mortar and existence of grout or concrete fillings in masonry as specified in this Exhibit's, Section C, "Demolition and Removal of Debris."

4. Where, in the Contractor's opinion, the required methods of demolition are impractical, impossible, or not economically feasible, the Contractor shall notify the Director/Project Manager not more than three working days after being notified to proceed with the work to be done. Notification later than three working days constitutes automatic acceptance of the work specified by the Contractor. If notification is within three working days and if the Contractor and the Director/Project Manager mutually agree, all work on the specific site shall be excluded from the scope of this Contract.

G. Demolition and Cleanup Procedures

1. Demolition Procedures

a. When a site is ready for demolition, the Director/ Project Manager will notify the Contractor to proceed with the demolition and removal of certain structures, improvements, debris, or vehicles on the site.

b. The Contractor shall meet with the inspector/Project Manager at the subject property before the demolition of any structures. Upon the completion of all work, the Contractor shall, within 24 hours, call the inspector/Project Manager for final inspection. Approval of site and payment for work done will not otherwise be accomplished.

c. Demolition of the structures shall conform to regulations set forth in the Los Angeles County Building Code; SCAQMD Rules 1403 and 403; the NPDES municipal permit handbook; the Cal/OSHA Lead in Construction Standard, California Code of Regulations Title 8, Section 1532.1; and EPA regulations set forth in 40 CFR Part 61.

d. A "Demolition Permit" shall be required for all structures that are to be demolished, including mobile homes. The permit may be obtained at the local County Building and Safety District Office.

e. The Contractor shall provide permanent or temporary protective measures for pedestrian and property protection required by applicable statutes, ordinances, and/or regulations. Potential on-site hazards (e.g., open excavations, swimming pools, etc.) shall be protected by fencing or similar methods throughout the duration of the project. The Director/Project Manager will notify the Contractor when a plan and permit are required for these temporary protective measures.

2. Cleanup Procedures

a. When a site is ready for cleanup, the Director/Project Manager will notify the Contractor to proceed with the removal of miscellaneous items of personal property, trash, junk, debris, and inoperative vehicles.

b. Contractor shall meet with the inspector/Project Manager 24 hours before the commencement of the work. Upon the completion of all work, the Contractor shall within 24 hours call the inspector/Project Manager for final inspection. Approval of site and payment for work done will not otherwise be given.

c. Cleanup of property shall conform to regulations set forth in the Los Angeles County Building Code; SCAQMD Rules 1403 and 403; the NPDES municipal permit handbook; the Cal/OSHA Lead in Construction Standard, California Code of Regulations Title 8, Section 1532.1; and EPA regulations set forth in 40 CFR Part 61.

d. Contractor shall provide permanent or temporary protective measures for pedestrian and property protection required by applicable statutes, ordinances, or regulations. Potential on-site hazards (e.g., open excavations, swimming pools, etc.) shall be protected by fencing or similar methods throughout the duration of the project. The Director/Project Manager will notify the Contractor when a plan and permit are required for these temporary protective measures.

H. Methods of Demolition

1. General: As devised by the Contractor for the required work, with suitable equipment and subject to the approval of the Director/Project Manager.

2. Regulations: Los Angeles County Building Code and any other applicable State law and/or County ordinance regulating building.

3. Safety Provisions:

a. All precautions necessary for accomplishment of the work in a safe and orderly manner.

b. Erection and maintenance of all fences, barricades, lights, warning signs, and other safeguards necessary for adequate protection of streets, sidewalks, adjacent property, and all persons on and off the property at the site.

c. Burning or burial of debris on the site shall not be permitted.

d. The use of explosives shall not be permitted.

e. Bracing and Shoring: Contractor shall provide as necessary to avoid accidents or collapse of structures. Potential on-site hazards (e.g., open excavations, swimming pools, etc.) shall be protected by fencing or similar methods throughout the duration of the project. The Director/Project Manager will notify the Contractor when a plan and permit are required for these temporary protective measures.

f. Access: Contractor shall keep all approaches reasonably clear and clean.

I. Hazardous Waste

1. The removal of hazardous waste material, as defined in the California Health and Safety Code Section 25117, if necessary, will be considered as "extra work" in the performance of this Contract. See this Exhibit's, Section Z, "Extra Work" for specific requirements.

2. Should hazardous waste be found on the site, the Contractor shall immediately contact the Director/Project Manager for further directions as to proper removal or any other action deemed necessary. The removal of hazardous waste shall be in accordance with the U.S. Environmental Protection Agency (EPA) Regulation X - National Emission Standards for Hazardous Air Pollutants (NESHAPS) or any other applicable Federal, State law, and/or County ordinance regulating hazardous waste.

J. Utilities

1. Public Works will not provide utilities. The Contractor shall notify, arrange, and pay all fees connected with the removal of electric service connections to the structure, the removal of meters, disconnection of services, and the plugging or capping of all water, gas and sewer lines as required by utility companies or ordinances. Removal of utility lines and sewers below the ground surface will not be required. Disconnected pipe lines shall be capped in accordance with applicable regulations.

2. To comply with SCAQMD Ordinance 403, the Contractor shall provide water for dust control on all demolition and cleanup sites, either by means of water truck or an approved connection to a water purveyor.

3. Should a utility service be inadvertently damaged or disconnected from a structure not specified for demolition, the Contractor shall immediately restore said service in compliance with the Los Angeles County Electrical or Plumbing Codes. The Contractor shall be responsible for any and all expenses incurred while restoring said service.

K. Time for Commencing and Completing Work

1. The Contractor shall commence the removal of asbestos and demolition work at the end of the required notification period provided to SCAQMD.

2. Asbestos and demolition work shall begin and be completed within the starting and completion dates shown on the SCAQMD Rule 1403 notification form. If this is not possible, a revised notification form shall be sent to SCAQMD in accordance with Rule 1403 (d)(1)(A)(iv).

3. The Contractor shall commence the demolition and removal of lead-painted surfaces or assumed lead paint (as described in this Exhibit's, Section C,

"Demolition and Removal of Debris") at the end of the required notification period provided to Cal/OSHA.

4. Demolition and removal work affecting lead paint or assumed lead paint (as described in this Exhibit's, Section C,""Demolition and Removal of Debris") shall begin and be completed within the starting and completion dates provided on the Cal/OSHA notification. If this is not possible, a revised notification form shall be sent to Cal/OSHA in accordance with California Code of Regulations Title 8, Section 1532.1.

5. The Contractor shall commence demolition work within 30 calendar days from the date of mailing of the Notice to Proceed by the Director/Project Manager and complete the work within 20 calendar days from the date of mailing of the Notice to Proceed by the Director/Project Manager. All other work orders shall commence within 20 calendar days from the date of mailing of the Notice to Proceed and shall be completed within 10 calendar days from the date of mailing of the Notice to Proceed by the Director/Project Manager. Failure to adhere to the "Time for Commencing and Completing Work" may be cause for immediate cancellation of this Contract.

6. Should the Contractor be obstructed or delayed in the beginning, continuation or completion of the work by inclement weather or by any necessary or unavoidable act or delay of the County, or by riot, insurrections, war, pestilence, acts of public authorities, fire, lightning, earthquake, cyclone, or through the default of other parties under contract with said County; and if, in the opinion of the Director/Project Manager, the ultimate completion of the entire work under this Contract is delayed thereby, then the time fixed for the completion of all work under the work order shall be extended for a period equivalent to the time the work is delayed by such means.

7. Labor strikes, when such strikes are not brought solely against the Contractor or any of the subcontractors, may constitute sufficient reason for extension of the time of completion within the provisions of these Specifications.

L. Roofed-over Areas

Roofed-over areas shall be considered as any area with a roof but without enclosing walls, such as breezeways, patios, carports, and similar structures, whether attached to the basic structure or freestanding.

M. Access to Site

Structures included within the scope of this Contract are presumed to be so situated as to be reasonably accessible to the Contractor and will permit the use of the conventional equipment, machinery, tools of the trade, and hand crews when conditions warrant.

N. Appeals

If the owner or other interested party files a notice with the Director and requests a hearing as provided in Los Angeles County Code Title 26, (Building Code), the Contractor or the Contractor's representative agrees to appear at the time and place of the hearing and to furnish the hearing board with all information required to determine the correctness or reasonableness of the charges at no additional cost to the County.

O. Special Safety Requirements

1. In the performance of this Contract, precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguards, safety devices, and protective equipment, and take any other needed actions on its own volition or as the Director/Project Manager may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by this Contract. All Contractor's operators, subcontractors, and employees shall observe all applicable Cal/OSHA regulations while at the jobsites. Hard hats will be worn at all times. Suitable clothing, gloves and shoes that meet Cal/OSHA requirements are required. The Contractor's operators, subcontractors, and employees shall wear adequate eye, face, hearing, respiratory, and foot protection as prescribed by Cal/OSHA and brightly colored clothing when exposed to traffic hazards.

2. The Contractor shall also provide permanent or temporary protective measures for pedestrian and property protection required by applicable statutes, ordinances or regulations. Potential on-site hazards (e.g., open excavations, swimming pools, etc.) shall be protected by fencing or similar methods throughout the duration of the project. The Director/Project Manager will notify the Contractor when a plan and permit are required for these temporary protective measures.

P. Salvage

The Contractor shall have salvage rights in accordance with Los Angeles County Code, Title 26, Section 9930 (Building Code). Salvageable material and equipment shall become the property of the Contractor and shall be promptly removed from the jobsite, including all material and equipment remaining in the building after the date the work order is executed. Vehicles that are removed are not to be reconstructed or made operable in accordance with Los Angeles County Code (Building Code) Title 26, Section 9934.

Q. State Industrial Safety Permit

1. The issuance of a permit by the State Division of Industrial Safety is required for excavations five feet or deeper and into which a person is required to descend. This is a normal condition for capping most sewers.

2. Obtaining and submitting a copy of an Annual State Industrial Safety Permit for excavations to Public Works will eliminate delays when the Contractor applies for necessary demolition building permits.

R. Emergency Work

Should the Contractor be unable to respond to an emergency within a period commensurate with the emergency as judged solely by the Director/Project Manager, nothing in this Contract shall prevent the County from contracting with other parties that can respond appropriately to the emergency.

S. Responsibilities of Public Works

Public Works will determine the need for, and provide, jobsite inspection.

T. Responsibilities of the Contractor

The Contractor shall:

1. Provide all labor, materials, equipment, tools, utilities, and supervision required to perform the work described.

2. Notify the Public Works' inspector/Project Manager within a 24-hour period upon completion of the work.

3. Furnish private transportation for the Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite.

4. Furnish security for all equipment and materials used at the jobsite during both working and nonworking hours.

5. Obtain and maintain in good standing all necessary City, County, and State permits or licenses for its operations, facilities, equipment, and operators.

6. Immediately advise the Public Works' inspector/Project Manager should the Contractor encounter or observe hazardous conditions while working on the jobsite.

7. Repair any damage to Public Works' or other facilities resulting from the work being done by the Contractor.

8. Repair any damage to private property that is not encompassed by the demolition or cleanup resulting from the work being done by the Contractor.

9. Before starting the job, obtain and pay for permits, licenses, and fees required by the County, State, or Federal laws concerning the demolition or removal of the building and the capping of sewer or filling of cesspool or septic tank. The Contractor shall also be responsible for requesting and obtaining inspection and approval of the work done under the above permits. The permits shall be requested and obtained at the Public Works' Building and Safety District Office in which the work is located. Permits will be subject to cancellation and become null and void if the work is not completed within the time specified hereinafter. Upon receipt of copy of said permit, the County will reimburse Contractor for cost of permits peculiar to the specific job. Reimbursement will be incorporated in final billing of the project.

10. Arrange the storage of materials and equipment and the performance of all work by employees and subcontractors, so as to interfere as little as possible with other persons engaged in work for the County at the same or adjacent jobsites.

11. Provide any necessary water supply, electrical service, toilet, or other facilities required for performance of the work and for conduct of operations, all in accordance with governing code regulations.

12. Building Regulations. Carry out all building regulations, laws, and ordinances, though such requirements are not specifically mentioned in these Specifications. When work required by these Specifications is in conflict with any such law or ordinance, the Contractor shall notify the Director/Project Manager and shall not proceed with the work until the Director/Project Manager has so ordered.

13. Defective Work. Correct any imperfect work whenever discovered before the final acceptance of the work. No work which is deficient in any of the requirements of these Specifications shall be considered as accepted in the consequence of the failure of any employee of the County to point out said deficiencies or to order them corrected during performance of the work.

14. Repair of Damage. Repair, at Contractor's expense, any damage to sidewalk, street improvements, and/or private property caused by the Contractor outside the scope of the required demolition. Restore the damaged areas or surfaces to a condition equal to and matching the condition existing before the damage, by repair of existing work or by replacement of damaged materials with new materials as necessary for property restoration.

15. General Supervision. At all times keep a competent general supervisor on the project site who shall be authorized by the Contractor to execute this Contract's requirements and who shall have the ability to organize the work, and the work of subcontractors, to attain complete cooperation and minimize delays.

16. Final Cleanup. All equipment and temporary construction used in the work of this Contract shall be removed from the project site. The demolition site and all spaces used by the Contractor shall be left in a neat and clean condition as approved by the Director/Project Manager and per the NPDES municipal permit handbook.

U. Subletting

1. All subcontractors proposed to perform work on the project shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California for the type of work to be performed.

2. The County will consider all subcontractors to be agents of the Contractor, and the Contractor shall be held responsible for their work.

3. All subcontractors or contractors performing subcontractor type work (i.e., removal of asbestos, hazardous waste) shall perform such work at competitive prices. Public Works may require the Contractor to submit proof that any subcontracted work performed under this Contract has been performed at competitive prices based on the lowest of at least three competitive bids.

V. Work by County or Others

The County may perform with its own forces or award to other contractors any extra work or any portion of a project not included in this Contract.

W. Methods and Application

The method adopted by the Contractor shall be such as will assure satisfactory work and will enable the Contractor to complete the work by the time agreed. If at any time such methods appear inadequate, the Director/Project Manager may order the Contractor to improve its methods or increase its efficiency. The Contractor shall conform to such order, but failure of the Director/Project Manager to order such improvement of methods or increase of efficiency, will not relieve the Contractor from the obligation to perform adequate work or finish by the time agreed upon.

X. Final Inspection

In order to allow for inspection, the Contractor shall notify the Director/Project Manager a sufficient length of time in advance of the performance of each type of intended work. Whenever the Contractor intends to carry on the work of this Contract at night or on a Saturday, Sunday, or holiday, the Contractor shall notify the Director/Project Manager of such intention at least 24 hours in advance so that inspection may be provided by the Director/Project Manager. Upon the completion of the work specified by this Contract or Contract Work Order, the Contractor shall notify the Director/Project Manager when the Contractor desires a final inspection of

the work. The Director/Project Manager will make such requested inspection as soon as possible thereafter.

Y. Change Orders - Negotiated Price

1. Should the necessary abatement work not fall within the provisions of this Contract, the Director/Project Manager and the Contractor may enter change order negotiations to establish a mutually agreeable price for such work. This change order would provide for a price established by itemized labor, material, equipment, other services, and expenditures, Contractor's costs and profit in accordance with the "Extra Work" provisions of the "Standard Specification For Public Works Construction" 2003 Edition, as amended and submitted after authorization and performance of the work. The Director/Project Manager at any time during the progress of the work may order alterations in, additions to, deviations or omissions from, the work contemplated by these Specifications or Contract Work Orders.

2. No extra work shall be performed and no change shall be made unless a written order has been issued by the Director/Project Manager stating that the extra work or change is authorized. No claim for an addition to this Contract and Contract Work Order sum shall be valid unless the extra work or change is so ordered. Any change in the work shall conform to these Specifications or Contract Work Orders insofar as they may apply without conflict to the conditions involved in the change. Payment for additional work or extras, if any occur, shall become due and payable following the provisions for payment of this Contract. The value of omission, if any, from this Contract shall be deducted from the amount of the Contract price.

Z. Extra Work

1. New or unforeseen work will be classified as "extra work" when the Director/Project Manager determines that it is not covered by this Contract's unit prices or stipulated unit prices.

2. The removal of asbestos and hazardous waste may be considered as "extra work" in the performance of this Contract when the structure or facility is not being demolished by the Contractor. When work (extra work) not covered by this Contract is subcontracted, the Contractor may add a markup of 10 percent on the first $2,000 of the subcontracted portion of the extra work and a markup of five percent on work added in excess of $2,000 of the subcontracted portion of the extra work in accordance with the "Extra Work" provisions of the "Standard Specification For Public Works Construction" dated 2003, as amended and submitted after authorization and performance of the work.

AA. Authority of Director/Project Manager

1. The Director/Project Manager will decide, within the provisions of these Specifications, all questions which may arise concerning the work performed,

and all questions concerning the acceptable fulfillment of this Contract by the Contractor.

2. Final determination of the acceptable fulfillment of the Contract by the Contractor shall be made by the Director/Project Manager. Copies of all specifications and Contract Work Orders will be kept on file with the Director.

BB. Construction and Demolition Debris Recycling

1. To the maximum extent feasible, Contractor shall employ processes which will ensure generation of the least amount of debris; salvage and reuse the debris on or off-site or deliver the debris to recycling facilities; and quantify the amount of debris reduced, reused, and/or recycled.

2. Contractor shall be responsible for arranging the collection and handling of the debris and transportation of the debris by legally permitted waste haulers to facilities that can legally accept the debris for purpose of reuse, recycling, or disposal. However, in no event shall the debris be disposed of in a landfill and/or incineration facility, unless otherwise approved by the Director.

3. The Contractor shall comply with all applicable laws and regulations, including, but not limited to the California Integrated Waste Management Act of 1989 (AB 939), and the Los Angeles Countywide Integrated Waste Management Plan.

4. Upon completion of the work, the Contractor shall provide the Director/Project Manager with proof of authorization from recycling/ delivery site owner/operator to deliver the demolition and/or cleanup debris to the recycling/delivery site and the tonnages reused and/or recycled. Demolition and cleanup debris means materials resulting from demolition and clean up-related activities such as site cleanup, land clearing, excavation, grading, and are considered solid waste pursuant to Section 40191 of the Public Resources Code. The materials include, but are not limited to asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, metal, fixtures and fittings, glass, gravel, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, soil, trees, tree stumps and other vegetative matter, stones, and wood waste.

CC. Recordkeeping of Construction and Demolition Debris Recycling

The Contractor shall retain records of the amount of debris generated and re-used, recycled, and disposed. Within 15 days of completion of the work, the Contractor shall submit the following information to Public Works:

- The actual weight of debris recycled or reused.
- Copies of receipts from each subcontractor or facility that collected or received debris.

- A calculation of the actual percentage of all debris material that was recycled or reused.

DD. Payments

Upon completion of the work, the Contractor may request full payment for the work. After acceptance of the work by the Director/Project Manager, and upon receipt from the Contractor of any affidavits or guarantees required by these Specifications, the County will make a final payment for each item designated by this Contract or Contract Work Order. The making of any payment to the Contractor under this Contract shall not relieve the Contractor of the Contractor's obligations. The Contractor is obligated to complete the contract work in its entirety at the time or times specified.

EE. Hours and Days of Demolition and Removal Services

Hours of services shall be primarily 7 a.m. to 4 p.m., Monday through Friday, each week, except holidays, when the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Director/Project Manager.

FF. Storage Facilities

Public Works will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the site.

GG. AB 939 County Diversion Requirements

1. The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfills by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling green waste materials for the County shall be required to divert all landscape materials from any landfills and co-generation facilities. Green waste materials utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for any organic, biodegradable landscape materials encountered while performing these services. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, co-composting, mulching, soil amendment and wood chip products.

2. The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale), or a signed statement of verification that all above AB 939 requirements have been met.

HH. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work, Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

I. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or

responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

O. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

P. Recycled-Content Paper Products

Consistent with Board 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 under this Contract.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

   - All the time limits and acts required to be done by both parties are of the essence of the Contract;
   - The parties are both experienced in performance of the Contract work;
   - The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- The parties are not under any compulsion to contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of $100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

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

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Section 3.U, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the 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 the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following:

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. Contractor's Warranty of Adherence to County's Child Support Compliance Program

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.

As required by the County's Child Support Compliance Program (Los Angeles 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 compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement 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).

H. Assurance of 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 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, 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.

I. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

J. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

K. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

L. Termination for Improper Consideration

1. 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, County shall be entitled to pursue that same remedies against The Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts. 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) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

M. Notice of Delay

Except as otherwise provided herein, 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 five days, give notice thereof, including all relevant information with respect thereto, to the other party.

N. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

O. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

P. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Q. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

2. The Contractor shall develop all publicity material in a professional manner.

3. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

4. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

R. Default and Termination

1. Default

a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part as provided in Subsection a above, the County may procure, upon

such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the 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 restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, 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 negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 3, Paragraph R.4, Termination for Convenience.

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

f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

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

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate the Contract pursuant to Paragraph D1 "Default," of this Section 3, and debar the Contractor pursuant to County Code Chapter 2.202.

6. Termination Claim

a. If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

b. Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of work not terminated.

c. Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

S. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in

a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

T. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

U. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

V. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

W. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

X. 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 performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. 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, County may terminate this Contract or impose other penalties as specified in this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or

enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

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

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable

to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:

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

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

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

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

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

a. Personal Property: Automobiles and Mobile Equipment - Special form “all risk” coverage for the actual cash value of County-owned or leased property.

b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County; and

   c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions.

   d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

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 category to the Contractor.

E. 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 1015 (Exhibit C).

F. Legal Status of Contractor's Personnel at Facility

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

G. Consideration of Hiring County Employees Targeted for Layoffs

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 reemployment list during the life of this Contract.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. 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 proposed Contract. It is the County's policy to conduct business only with responsible contractors.

B. 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 on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

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

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to 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.

B. 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 Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the 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 the lesser number is a recognized industry standard and is approved as such by the County. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this 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 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 this 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. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this 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.

SECTION 8

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. 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.

B. 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.

C. 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.

D. If the Contractor has obtained County 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 Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 9

SAFELY SURRENDERED BABY LAW PROGRAM

A. 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 D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment 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.

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

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

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

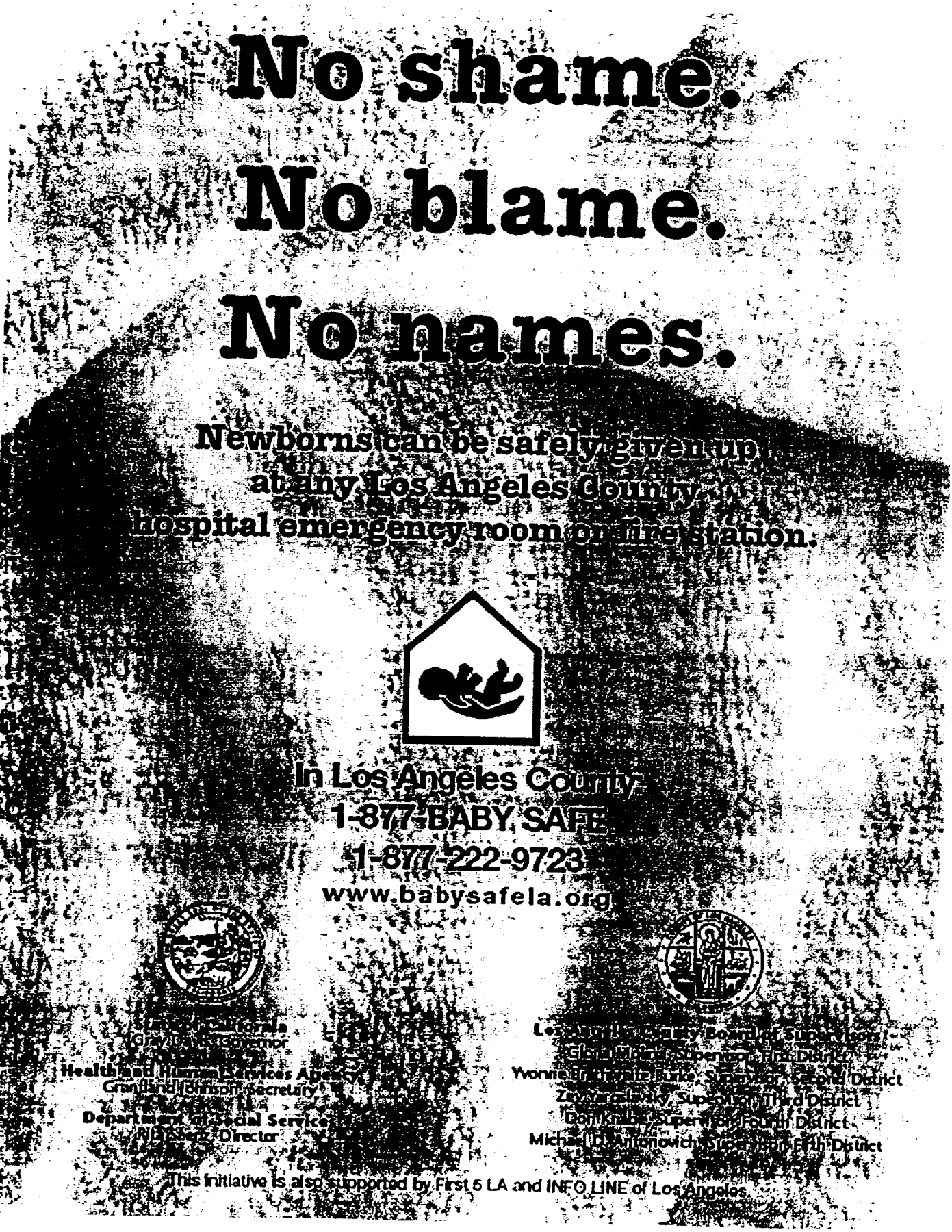
Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

EXHIBIT D.1


No shame.
No blame.
No names.
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.
In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director
Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District
This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

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

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

Estado de California
Gray Davis, Gobernador

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

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

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

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

ENCLOSURE B

Award Information has not been added at this time.

Bid Information

Bid Number : PW-ASD 222
Bid Title : AS-NEEDED DEMOLITION AND REMOVAL OF SUBSTANDARD STRUCTURES
Bid Type : Service
Department : Public Works
Commodity : DEMOLITION SERVICES
Open Date : 3/23/2004
Closing Date : 4/15/2004 5:30 PM
Notice of Intent to Award : View Detail
Bid Amount : $ 180,000
Bid Download : Not Available
Bid Description : NOTICE INVITING PROPOSALS FOR "AS-NEEDED DEMOLITION AND REMOVAL OF SUBSTANDARD STRUCTURES"

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Thursday, April 15, 2004, for "As-Needed Demolition and Removal of Substandard Structures." The annual cost of this service is estimated to be $180,000.

Upon request, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal forms may be obtained at no charge from our Lobby Cashier at 900 South Fremont Avenue, Alhambra, California 91803, Monday through Thursday, 7 a.m. to 5:30 p.m., or to have it mailed contact Ms. Marcia Lucero at (626) 458 4044 (se habla Espan˜ol) or at mlucero@ladpw.org.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 3/30/2004 7:55:25 AM

Back to Last Window

Back to Award Main

ENCLOSURE C

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: INTERIOR DEMOLITION, INC.	
☐ I AM NOT ☒ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 12					

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	3	1	1		4	1
Asian or Pacific Islander						
American Indian						
Filipino						
White						2

II PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	50 %	%	%	%	%
Women	%	51 %	%	%	%	%

V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
U.S. Small Business Administration	✓				

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
[signature]	VICE PRESIDENT	04-15-04

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Vizion's West	
☐ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. SBE certification through DGS State of CA REF#29176
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: #10971101	

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

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 7					

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			4	1		
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1				

III **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	20 %
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvan-taged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
Lloyd K. Earley	President	4/14/04