



Kurt E. Floren
Agricultural Commissioner/
Director of Weights and Measures

COUNTY OF LOS ANGELES
*Department of
Agricultural Commissioner/
Weights and Measures*

*12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.co.la.ca.us>*

Robert G. Atkins
Chief Deputy

June 7, 2005

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

Dear Supervisors:

**WEED ABATEMENT CONTRACTS FOR TRACTOR, WEED HANDWORK, BRUSH
HANDWORK, BRUSH POISON OAK HANDWORK, AND TUMBLEWEED
HANDWORK FOR THE WEED HAZARD AND PEST MANAGEMENT BUREAU
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Chair to sign contracts with Al Thorne's Discing, Apple's Tractor Service, Blalock's Landscaping Service, KPS Property Maintenance, Pepo Weed Abatement, and SR Landscape for the total amount of \$831,620.00. The contracts are effective for one fiscal year commencing on July 1, 2005 with two (2) one-year renewal options.
2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the contracts in an amount not to exceed 10% of the individual contract amounts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM), Weed Abatement Division to continue providing essential work in fire prevention throughout the unincorporated areas of the County and contract cities.

The success of the Weed Abatement Program depends on the timely abatement of hazardous fire conditions. An integral part of the annual program is the use of hand crews, tractors and specialized power equipment which are furnished under contract by private vendors.

For the past 32 years, your Board has approved similar contracts from the inception of the Department's Weed Abatement Program.

Implementation of Strategic Plan Goals

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

- Goal 1 (Service Excellence): The use of vendors allows ACWM to effectively respond to the highly seasonal workload inherent in hazardous weed and brush removal.
- Goal 3 (Organizational Effectiveness): The assistance provided by vendors for certain routine weed and brush clearing operations frees ACWM personnel to effectively respond to more challenging situations.
- Goal 6 (Community Services): The timely removal of hazardous weeds, brush, and rubbish improves the quality of life for the residents of Los Angeles County's Unincorporated communities.

FISCAL IMPACT/FINANCING

There is no net County cost.

The cost of the program is 100% recoverable through property tax liens and direct charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the Agreement shall be for a period commencing from July 1, 2005 through June 30, 2006. It may be extended upon mutual agreement for two additional one-year periods.

Due to the nature of the service provided, and the varying growth patterns resulting from unanticipated weather conditions, increased vendor utilization may be required. We request that the Board delegate authority to the ACWM to make amendments to the contracts not to exceed 10% of the contract amounts.

The Department has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

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

CONTRACTING PROCESS

Bid solicitations, under the guidelines of the County's Minority Business Enterprise, Women Business Enterprise, and Disadvantaged Business Enterprise program, were mailed to vendors on the Department's current vendor listing. Contracting opportunities were made available to the public on the County and Department websites.

ACWM received 11 bids in response to the Weed Abatement 2005/2006 Invitation for Bids. The bids were reviewed by an evaluation committee composed of three ACWM staff and rated according to qualifications, equipment, and cost. Of the bids received, Al Thorne's Discing, Apple's Tractor Service, Blalock's Landscaping Service, KPS Property Maintenance, Pepo Weed Abatement, and SR Landscape were rated as the most responsive and responsible bidders to perform the weed abatement services.

Minority and women owner/employee statistics for the six selected vendors are also attached. Upon final analysis and consideration for awards, bidders were selected without regard to race, gender, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the current level of program services for one year, with two (2) one-year renewal options.

CONCLUSION

When approved, this Department requires one (1) signed copy of each contract and minute order of the Board's action.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner/
Director of Weights and Measures

KEF:RGA:RBS:cm

Attachments

c: Chief Administrative Officer
County Counsel
Auditor-Controller

AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
MARCH 23, 2005, "BID AWARDS" Document ID#AGR01011

CONTRACTS FOR PERIOD OF JULY 1, 2005 THROUGH JUNE 30, 2006
additional years by mutual consent

"Bid Awards"
WEED ABATEMENT TRACTOR CONTRACTS

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Al Thorne Discing	Zone 1, Hourly Discing	500 hrs	\$145.00	\$72,500.00
	Zone 1, Sq Footage Discing			
	0-10,000 sq ft (M)	10	\$100.00	\$1,000
	10,001-25,000 sq ft (N)	10	\$110.00	\$1,100
	25,001sq ft-1 acre (P)	10	\$185.00	\$1,850
	1/4 acre or portion thereof in excess of 1 acre- (Exc)	85	\$ 46.00	\$3,910
Al Thorne's Discing Total Tractor Contract Amount				\$80,360.00
Apple's Tractor Service	Zone 3, Hourly Discing	900 hrs	\$164.00	\$147,600.00
	Zone 3, Sq Footage Discing			
	0-10,000 sq ft (M)	100 M	\$128.00	\$12,800.00
	10,001-25,000 sq ft (N)	60 N	\$148.00	\$8,880.00
	25,001sq ft-1 acre (P)	130 P	\$188.00	\$24,440.00
	1/4 acre or portion thereof in excess of 1 acre- (Exc)	480 Exc	\$48.00	\$23,040.00
Apple's Tractor Service Total Tractor Contract Amount				\$216,760.00
KPS Property Maintenance	Zone 6, Hourly Mowing	100 hrs	\$100.00	\$10,000.00
	Zone 9, Hourly Mowing	50 hrs	\$100.00	\$5,000.00
KPS Property Maintenance Total Tractor Contract Amount				\$15,000.00
Blalock's Landscaping	Zone 8, Hourly Discing	1200 hrs	\$125.00	\$150,000.00
Blalock's Landscaping Total Tractor Contract Amount				\$150,000.00

WEED HANDWORK CONTRACTS

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
KPS Property Maintenance	Zone 1, Section II	35,000 units	\$2.00	\$70,000.00
	Zone 7, Section II	15,000 units	\$2.00	\$30,000.00
KPS Property Maintenance Total Weed Handwork Contract Amount				\$100,000.00

WEED HANDWORK CONTRACTS cont'd

SR Landscape	Zone 4, ELA & City Terrace	7,500 units	\$2.50	\$18,750.00
SR Landscape Total Weed Handwork Contract Amount				\$18,750.00

BRUSH HANDWORK CONTRACTS

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
KPS Property Maintenance	Zone 1, Item 1	6,000 units	\$8.00	\$48,000.00
	Zone 8	1,500 units	\$10.00	\$15,000.00
KPS Property Maintenance Total Brush Handwork Contract Amount				\$63,000.00
SR Landscape	Zones 3, 4 & 5, Item 1	2,000 units	\$13.50	\$27,000.00
	Zone 7, Item 1	5,000 units	\$13.50	\$67,500.00
SR Landscape Total Brush Handwork Contract Amount				\$94,500.00

BRUSH POISON OAK CONTRACT

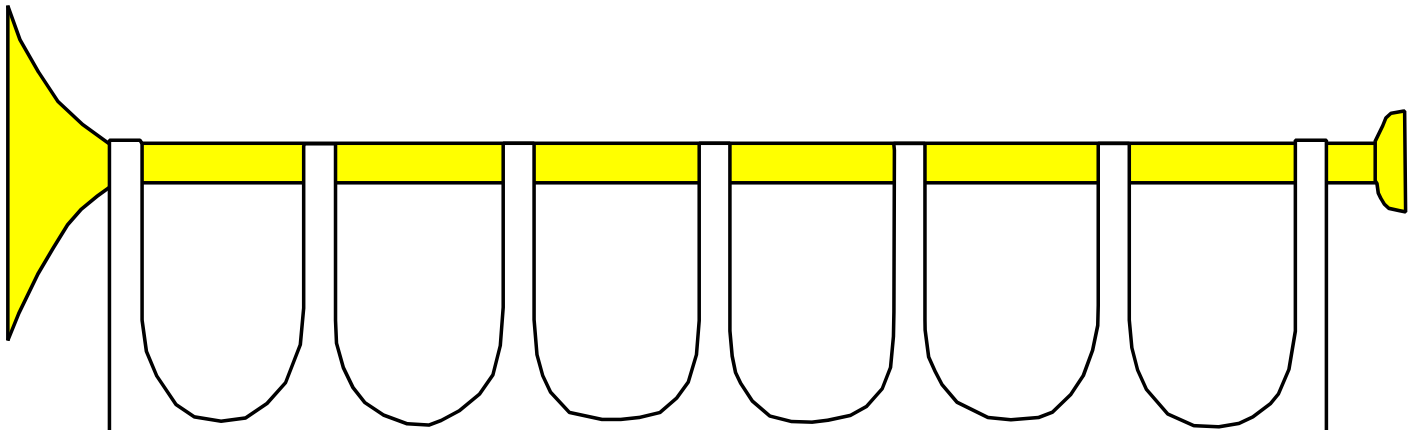
<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
KPS Property Maintenance	All Zones, Section I	2,000 units	\$16.00	\$32,000.00
	All Zones, Section II	2,000 units	\$16.00	\$32,000.00
KPS Property Maintenance Total Brush Poison Oak Contract Amount				\$64,000.00

TUMBLEWEED HANDWORK CONTRACT

<u>Vendor Name</u>	<u>Contract Awarded</u>	<u>hrs/units</u>	<u>Rate</u>	<u>Contract Amount</u>
Pepo Weed Abatement	Zone 8	3,000 units	\$9.75	\$29,250.00
Pepo Weed Abatement Total Tumbleweed Handwork Contract Amount				\$29,250.00

TOTAL NEW CONTRACTS \$831,620.00

10 Vendor Contracts
6 Vendors



IMPORTANT ANNOUNCEMENT

FROM

**LOS ANGELES COUNTY
AGRICULTURAL COMMISSIONER/
WEIGHTS & MEASURES DEPARTMENT
WEED ABATEMENT DIVISION
12300 Lower Azusa Road
Arcadia, CA 91006-5872**

The County of Los Angeles offers a centralized electronic bulletin board (Web Page) on the Internet which lists bid and contracting opportunities for over 30 County departments.

Vendors are required to register with the new, consolidated Website of the Los Angeles County Office of Small Business and Internal Services Department by accessing the County Web Site <http://camisvr.co.la.ca.us/webven> or portal "Doing Business with Us" from <http://lacounty.info> and completing the forms provided on the Web Page. Vendors can obtain our bid information by accessing the County's Website <http://acwm.co.la.ca.us> beginning February 28, 2005. Vendors may be notified in the future when opportunities become available in their field. Our Weed Abatement bid package will be listed under Class Code 988 and Sub-Class Code 988-89.

Bid packages will only be mailed to you upon request. Contact our office no later than March 7, 2005 to request a hard copy of the Weed Abatement bid package.

All bid packages issued by this Department will be available on the Website.

**Questions regarding the above may be directed to
Corina Monsivaiz at (626) 575-5487 or
Jo Anne Benavidez at (626) 575-5488**

Bid Detail Information

Bid Number : AGR01011
Bid Title : WEED ABATEMENT DIVISION INVITATION FOR BIDS (IFB) 2005/2006
Bid Type : Service
Department : Agricultural Comm/Weights-Measures
Commodity : WEED AND VEGETATION CONTROL
Open Date : 2/28/2005
Closing Date : 3/21/2005 5:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : Log on to <http://acwm.co.la.ca.us> and click on Weed Abatement Division Invitation for Bids (IFB) 2005/2006 (under "What's New"). Several bid proposals for tractor, weed handwork, brush handwork, brush poison oak, and tumbleweed handwork services are available for the period of July 1, 2005 through June 30, 2006 with renewal option. Mandatory Bidder's meeting will be held on Thursday, March 10, 2005, at 10:00 a.m., at our headquarters location, 12300 Lower Azusa Road, Arcadia, CA 91006 (just north of the 10 Fwy off of the 605 Fwy). ALL INTERESTED BIDDERS MUST ATTEND THIS MEETING.

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

A copy of the bid package may be obtained at no charge, Monday through Thursday, 7:00 am to 5:00 pm from our headquarters address above or by calling Corina Monsivaiz at (626) 575-5487 no later than March 7, 2005 to request the bid package be mailed to you.

Contact Name : Corina Monsivaiz
Contact Phone# : (626) 575-5487
Contact Email : corinam@acwm.co.la.ca.us
Last Changed On : 2/28/2005 2:18:08 PM

[Back to Last Window](#)

WEED ABATEMENT DIVISION
INVITATION FOR BIDS (IFB) 2005/2006
Last Updated 02/05

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

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

REQUIRED DOCUMENT:

IFB_2005_2006.PDF

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

Note: The mandatory pre-bid meeting will be held on Thursday, March 10, 2005, at 10:00a.m., 12300 Lower Azusa Road, Arcadia, CA 91006 (we are just north of the 10 Freeway, off of the 605 Freeway).

BOARD ORDER/APRIL 9, 1991
 COUNTY DEPARTMENTS MUST PROVIDE THAT MINORITY AND WOMEN-OWNED
 FIRMS ENJOY EQUAL ACCESS TO COUNTY SERVICE CONTRACTS

Process Used for Identifying Minority Vendors:

1. County of Los Angeles Minority & Women Directory
2. Caltrans Minority Vendor List
3. Los Angeles County Website <http://camisvr.co.la.ca.us>
4. Advertise in Minority Newspapers
 - a. Los Angeles Sentinel
 - b. La Opinion
 - c. Daily News Los Angeles
 - d. Southwest Wave
 - e. Herald Dispatch Publications
 - f. Los Angeles Watts Times
 - g. Wave Publications
 - h. Culver Chronicle
 - i. Culver City News
 - j. Gardena Valley News
 - k. Rafu Shimpo
 - l. South West Media Publications Group

List of Firms from which the Department Solicited Offers:

See Attached Weed Abatement Vendor Bid Solicitation

Minority Participation (i.e., partners, associate partners, staff, etc.) and percentage of minority ownership in each firm:

See Attached Weed Abatement Vendor Bid Solicitation

Comparison of Minority Participation of Competing Vendors:

BID DATE: March 23, 2005

Total Number of Vendor Bids **11** Vendors Solicited **99**

American Indian	0%		
Asian Pacific	0%		
Black/African American	0%		
Caucasian	82%	Male	64%
Hispanic/Latin American	<u>18%</u>	Female	<u>36%</u>
	100%		100%

Total Number of Minority Vendor Bids 36%

Total Number of Caucasian Vendor Bids 64%

Stipulation that, on Final Analysis and Consideration of Award, Vendor was selected without Regard to Race, Creed, or Color:

Stipulation included in Board letter.

AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES
WEED ABATEMENT VENDOR BID SOLICITATION LIST*
FOR 2005-2006 BID READINGS

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
A-Cal Louis Valdez 2669 Delco Ave. El Monte, CA 91733 (626) 579-7430 FAX: (626) 401-9267 acal@sbcglobal.net	100% Hispanic/Female	100% Minority
A&G Grading and General Engineering Alfred Gonzalez 13641 Bixler Ave. Downey, CA 92042 (818) 219-0449 (cell) Fax: none	100% Hispanic/Male	100% Owner-operated
Absolute Professional Services Roxie A. Gazan P.O. Box 1741 Sun Valley, CA 91353 (818) 957-1216	100% Caucasian/Female	71% Minority
Accent Landscape Inc. PO Box 3550 Gardena, CA 90247 (310) 324-1706 Fax: (310) 532-3314	unknown	unknown
Agro-Tech Danny Ingram 41943 50th Street West Quartz Hill, CA 93536 (805) 985-6682, (805) 985-3779 FAX	100% Hispanic/Latin Amer/Male	100% Minority
AJ's Tractor Service PO Box 6066 Malibu, CA 90264 (818) 706-8603, cell (818) 517-4164 FAX same as phone no. e-mail: rkaplanhoney@aol.com	50% American Indian/Female 50% Caucasian/Male	50% Minority
Al Thorne Discing Jill & Al Thorne 6185 Ramirez Canyon Road Malibu, Ca 90265 (213) 457-9181	50% Hispanic/Latin Amer/Female 50% Caucasian/Male	100% Minority
All Seasons Landcare Oscar R. Corvera 3107 Topaz Ln., #D Fullerton, CA 92831 (714) 514-4485 ocorvera@sbcglobal.net	unknown	unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Andre Landscape Jeremy Andre PO Box 1333 Azusa, CA 91702 (626) 339-8003 FAX (626) 915-7262 www.jeremyandre@andrelandscape.com	100% Caucasian/Male	80% Minority
Andrew Carlson 911 Stern Lane Oxnard, CA 93035 (805) 985-2988	100% Caucasian/Male	50% Minority
Angel's Landscape Contracting Co. 9641 ½ Cedar St. Bellflower, CA 90706 (562) 804-5432 Mobile (562) 477-4313 angels.landscape@verizon.net	100% Hispanic/Male	100% Minority
Animal Pest Mgmt Svc, Inc Dan Fox 13655 Redwood Court Chino, CA 91710 (909) 591-9551	100% Caucasian/Male	40% Minority
Apple's Tractor Service Leonard & Connie Apple P.O. Box 354 Norwalk, CA 90651-0354 (310) 868-1494	56% Caucasian/Female 44% Caucasian/Male	75% Minority
ATE Tractor Service Bruce Harrison 3660 Wilshire Boulevard Los Angeles, CA 90010 (213) 738-9354	49% Caucasian/Male 51% Caucasian/Female	30% Minority
Azteca Landscape 1910 S. Archibald Ave., Suite N Ontario, CA 91761 (909) 673-0889	100% Hispanic/Latin Amer/Female	100% Minority
Blalock's Landscaping R. D. Blalock PO Box 1828 Apple Valley, CA 92307 (760) 247-3184 Fax: (760) 247-0141	100% Caucasian/Male	0% Minority
C & M Weed Abatement Mike Romage 13939 Jicarilla Road Apple Valley, CA 92307 (760) 240-1663	100% Caucasian/Male	Unknown

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Children R Us John Tate 4611 E. Compton Blvd. E. Rancho Dominguez, CA 90220 (310) 638-9622	51% Black/African Amer/Female 49% Black/African Amer/Male	98% Minority
Clean Lakes Inc. Thomas McNabb 2150 Franklin Canyon Rd. PO Box 3186 Martinez, CA 94553 (925) 957-1905 Fax: (925) 957-1906 TMCNABB@CLEANLAKE.COM	unknown	unknown
Crane's Plant Health P.O. Box 51122 Pasadena, CA 91115 (626) 616-2533 FAX: (626) 794-8191 e-mail: n/a	100% Caucasian	0% Minority
De Angelo Brothers Attention Amy St. Cyr 100 N. Conahan Dr. Hazleton, PA 18201 Mail to: 4863 Cheyenne Way Attention Mike Bisciegli Chino CA 91710 (800) 360-9333 Fax: (570) 459-0321 e-mail: astcyr@dbiservices.com	100% Caucasian/Male	Unknown
Diane Bowes 6484 Mann Avenue Mira Loma, CA 91752	unknown	unknown
Ellingford Brush and Tree Service Dave Ellingford 9818 Shadow Way Sunland, CA 91040 (818) 353-8987 FAX: (818) 352-5035 or 5422 Rockcastle Drive La Cañada, CA 91011 (818) 248 -6470	51% Caucasian/Female 49% Caucasian/Male	51% Minority
Environmental Tree Care P.O. Box 6395 Malibu, CA 90264-6395 (310) 456-5969, FAX (310) 317-6166	100% Caucasian/Male	80% Minority
Eric Elson PO Box 1716 Wailuku HI 96793-6716 (808) 262-0489	100% Caucasian/Male	50% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Gardner Tractor John Gardner 10552 Chestnut Avenue Stanton, CA 90680 (714) 527-6830	50% Caucasian/Male 50% Caucasian/Female	75% Minority
Got Weeds Chuck Maciel 28873 Alessandro Bl. Moreno Valley, CA 92555 (909) 242-7719, cell (909) 376-9544 FAX (909) 242-9649	100% Hispanic/Male	100% Minority
Green Environmental Concept Medrick & La Chelle Burnett 4326 Hungerford Street Lakewood, CA 90712 (310) 867-7040	50% Black/African Amer/Female 50% Black/African Amer/Male	100% Minority
Green Tech 13128 Telegraph Road, Suite G-1 Santa Fe Springs, CA 90670 (562) 777-1962 or (800) 420-1962 (562) 777-1962 greentechonline@verizon.net	100% Hispanic	100% Minority
GS Brothers, Inc. Professional Landscape Services 2215 N. Gaffey St. San Pedro, CA 90731 (310) 833-1369 Fax: (310) 514-2936	unknown	unknown
H. E. Julien & Associates, Inc. Harvey Julien 3331 West Hemlock Street Oxnard, CA 93035-3111 (805) 985-6682, (805) 985-3779 FAX	100% Black/African Amer/Male	98% Minority
HDEC, 44111 Division St., Lancaster, CA 93535-3526 (805) 951-0554 (805) 341-8388, (Emer.Only)	51% Caucasian/Female 49% Caucasian/Male	60% Minority
Horace Russell and Associates Horace Russell 13360 Hillsborough Drive, Apt. 209 PO Box 972 La Mirada, CA 90638 (562) 440-7030 Fax: none russactn@yahoo.com	100% Black/African Amer./Male	98% Minority
ICE Weed Abatement Ismael Estrada 30000 Hasel Cyn #8 Castaic, CA 91384 (661) 257-4375	100% Hispanic/Latin Amer/Male	100% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
INCHWORM GARDENING SERV. Michael Dawson PO Box 21203 Bakersfield, CA 93390 (661) 832-9330	100% Caucasian/Male	50% Minority
International Environmental Corps (IEC) Henry Cespedes P.O. Box 4218 Panorama City, CA 91412 (818) 892-9341 FAX (818) 997-0938 iectreecompany@yahoo.com	100% Hispanic/Male	100% Minority
Interstate Road Management PO Box 188 Hazleton, PA 18201 (570) 459-1112 Ext. 6208 (800) 360-9333 Fax: (570) 459-0321	unknown	unknown
JPR Landscape John Renzi 853 W. Santa Cruz Street San Pedro, CA 90731 (310) 831-3907	100% Caucasian/Male	65% Minority
KMJ Landscape Service Mike Johnson 2024 Tuman La Habra Heights, CA 90631 (714) 739-7687	100% Caucasian/Male	100% Minority
KPS Property Maintenance PO Box 5340 Ventura, CA 93005 (805) 746-5842 Fax: (805) 659-1292	100% Caucasian/Female	95% Minority
Larry Jacinto Farming PO Box 275 Mentone CA 92359 (909) 794-2276 Fax: (909) 389-9541	100% Caucasian/Male	90% Minority
Laura Lou Colby PO Box 1422 Meeker, CO 61641 (970) 272-3232 Fax: same as above email@goldenhoovesgrazing.com	unknown	unknown
Lawnscapes Systems, Inc. Carl Clifton 5215 State St. Montclair, CA 91763 (800) 255-5298 (909) 827-0032 carl@lawnscapes.com	100% Caucasian/Male	21% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Lawrence Larry P.O. Box 1318 Littlerock, CA 93543-9998 (661) 265-0077 1142 W. 37th Street Los Angeles, CA 90007 (805)944-2712 or (323) 734-1416	51% Black/African Amer/Female 49% Black/African Amer/Male	100% Minority
Living Systems Land Management 295A Fell Street San Francisco, CA 94102	unknown	unknown
Lopez General Engineering Contractors, Inc. Jorge (George) Lopez 1702 Creston St. Signal Hill, CA 90755 (562) 426-1196 FAX (562) 595-8546	100% Hispanic/Latin Amer/Male	100% Minority
LPM - Landcape Pest Management Bryan X. Thompson P.O. Box 5827 Orange, CA 92863-5827 (714) 639-5137	100% Caucasian/Male	75% Minority
Lucas Weed Control Sam Alvarez 5196 E. International Ave. Clovis, CA 93611 (559) 299-0117	100% Caucasian/Male	50% Minority
Main Pest Control 40816 13 th Street West Palmdale, CA 93551 (661) 266-4700, Fax: same number	unknown	unknown
Majestic Hillside & Landscape Mtn. Teresa Schaffer & Paul Tena 537 Slope Drive Walnut, CA 91789 (909) 444-2120	51% Hispanic/Latin Amer/Female 49% Hispanic/Latin Amer/Male	100% Minority
Mariposa Horticultural Enterprise Inc. Robert Austin 15529 Arrow Highway Irwindale, CA 91706 (626) 960-0196 Ext. 319 FAX (626) 960-8477 www.robert@mariposahorticultural.com	100% Hispanic/Male	80% Minority
Mary Scott Tractor Service PO Box 478 Bloomington, CA 92316	unknown	unknown
Marty's Tractor Marty Foster 23814 W. Avenue D-12 Lancaster, CA 93536 (661) 735-9280	100% Caucasian/Male	0% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Mercon Inc. General Engineering Contractor Jeff Moerer, President 3525 Old Conejo Road, Suite 110 Newbury Park, California 91320 (805) 376-3000 FAX: (805) 376-3522 Mobile: (805) 732-5143 jeff@mercon.net	unknown	unknown
Mike's Cleanup Service Mike Walsh 11814 Burgess Street Whittier, CA 90604 (310) 898-4232	100% Caucasian/Male	50% Minority
MWH Construction Mel Higgins P. O. Box 3161 Chatsworth, CA 91311 (818) 341-5507	100% Caucasian/Male	50% Minority
Natures Image, Inc. 20472 Crescent Bay Dr., Suite 102 Lake Forest, CA 92630 (949) 454-1225 Fax: (949) 454-1215	unknown	unknown
Orozco Landscape & Tree Company 11194 Pipeline Ave. Pomona, CA 91766 (909) 623-8287	100% Hispanic/Male	100% Minority
P & R Services Jim Schaefer 4540 W. Avenue M-8 Quartz Hill, CA 93536 (805) 943-1387	51% Caucasian/Female 49% Caucasian/Male	30% Minority
Pacific Iron Publication Company Paul Kang 1927 S. Mateo St. Los Angeles, CA 90021 (213) 627-9097, Fax (213) 627-9864 www.pacificironfab.com	100% Asian Pacific/Male	100% Minority
Pan American Landscaping Gustavo Occhiuzzo 4570 Van Nuys Blvd., Suite 284 Sherman Oaks, CA 91403 (818) 535-9391	84% Hispanic/Female 16% Hispanic/Male	100% Minority
Pat Corrigan & Company 25482 Via Dalia Valencia, CA 91355	100% Caucasian/Male	Owner/Operator

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Patriot Environmental Services Walt Dorn PO Box 1091 Long Beach CA 90801 e-mail: wdorn@patriotenvironmental.com	100% Caucasian/Male	80% Minority
Pepo Weed Abatement Mike Pepo 40441 Gemelos CT Palmdale, CA 93551 (805) 943-1445	51% Hispanic/Latin Amer/Female 49% Caucasian/Male	100% Minority
Pest Control Services Jose Luis Valdez 2669 Delco Ave. El Monte, CA 91733 (626) 579-7430 Fax: (626) 401-9267 acal@SBCglobal.net	100% Hispanic/Male	100% Minority
Pestmaster Services, Inc. Rick McElroy PO Box 2435 Lancaster, CA 93539 (661) 723-7525 or (800) 525-8866 FAX (661) 940-6168 rmcelroy@pestmaster.com	100% Caucasian/Male	Unknown
Pestmaster Services Inc. Lisa M. Hale 137 E. South St. Bishop, CA 93514 (760) 873-8100 Ext. 106 lhale@pestmaster.com	100% Caucasian/Male	unknown
Powerland Equipment Inc. Attention Cassandra Goswick 27943 Valley Center Rd. Valley Center, CA 92082 (760) 749-1271, Ext. 15 FAX (760) 749-7413	100% Caucasian/Male	0% Minority
Protec Engineering Services Richard Wiegins 11288 Ventura Blvd., Suite 629 Studio City, CA 91604 (760) 247-3184 Fax: (760) 247-0141	100% African American/Male	100% Minority
Quality Sprayers, Inc. Michael S. Farquhar 1549 W. 17th Long Beach, CA 90813 (213) 437-1033	100% Caucasian/Male	75% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Rankin's Gardening Service 811 E. 46th Street Los Angeles, CA 90011 (323) 231-0903 FAX (323) 232-8226	100% African/American/Male	90% Minority
Ray Byers & Company Ray Byers 30826 Gilmour Road Castaic, CA 91384 (805) 257-2616	100% Caucasian/Male	50% Minority
Real Estate Consulting and Services Paul Strader 635 E. First St., #418 Tustin, CA 92780 (714) 720-3187 (714) 542-4656 pstrader@consultserve.com	100% Caucasian/Male	70% Minority
RL Klein and Associates 3939 Atlantic Ave., Suite 100 Long Beach, CA 90807 (562) 427-5577 Fax: (562) 427-1807 Bob@RLKlein.com	100% Caucasian/Male	90% Minority
RM Fisheries, Inc. 28241 La Paz Road 5 Ticknor Place Laguna Niguel, CA 92677 (949) 283-5933 (949) 493-8196	unknown	unknown
Ron Ubrun Ron Ubrun Farms 7820 Summit Street Riverside, CA 92504	100% Caucasian/Male	80% Minority
RPW Services Attention Paul Webb PO Box 2342 Fullerton, CA 92827 (714) 870-6352 Fax: (714) 870-6485	100% Hispanic/Male	80% Minority
S.G. Valley Landscaping Mike Johnson 2608 Doray Circle Monrovia, Ca 91016 (626) 447-4981	100% Caucasian/Male	75% Minority
Scorpion Landscaping and Maintenance PO Box 5385 Compton, CA 90222 (323) 691-3654	100% African/American/Male	100% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Scott Tractor Service P.O. Box 478 Bloomington, CA 92316 (909) 788-2087 (800) 352-5333 (FAX)	49% Caucasian/Male 51% Caucasian/Female	50% Minority
Shea Land Industry, Inc. Monique Yzaguirre P.O. Box 285 La Cañada, CA 91012 (818) 249-3117 FAX (818) 249-3151	100% Hispanic/Female	85% Minority
Shubin Services (aka Federal Disposal) Don Shubin P.O. Box 118 Santa Ana, CA 92702 (800) 635-2054 (714) 542-8435 FAX	100% Caucasian/Male	50% Minority
Silent Fire Inc. P.O. Box 91001 Pasadena, CA 91109 cell phone (323) 715-5375 (818) 577-1958	100% Caucasian/Male	Owner/Operator
Southern California Weedharvesters 25256 Manzanita Dr. Dana Point, CA 92629 (949) 234-9890 Fax: (949) 234-9890	unknown	unknown
Specialty Mowing Ove Naerbo 4949 2nd Street Fallbrook, CA 92028 (619) 728-1591, (800) 662-3726 FAX (619) 728-5091	100% Caucasian/Male	75% Minority
Spraying Services Truman Jensen 1425 West 139th Street Gardena, CA 90249 (310) 329-5360	100% Caucasian/Male	Owner/Operator
Stafford Services Mike Stafford 880 S. Rose Place Anaheim, CA 92805 (714) 342-1518	100% Hispanic/Latin Amer/Male	90% Minority
Steelclad Inc. Caren L. Hallam 320 No. Palm, Unit C Brea, CA 92821 (714) 529-0277 FAX (562) 697-7448	100% Caucasian/Female	25% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
Steven Rapp (SR) Landscape P. O. Box 12181 La Crescenta, CA 91224 (818) 249-0111	100% Caucasian/Male	80% Minority
Thomas Land Clearing Co. Willie A. Thomas 2170 W. Esther Long Beach, CA 90813 (562) 436-6025, (562) 437-6300 FAX (562) 432-2228	100% Black/African Amer/Male	100% Minority
TIFFANY GROUP INC. Sean Aks 19528 Ventura Blvd., Suite 359 Tarzana, CA 91356 (818) 342-0330	100% Caucasian/Male	0% Minority
Tractor Work Allan Brown 8014 Sierra Highway Agua Dulce, CA 91350 (661) 268-1927	100% Caucasian/Male	Owner Operator
United Pacific Eric Franklin 120 E. La Habra Blvd., Ste. 107 La Habra, CA 90631-2310 (562) 691-4600 FAX (562) 691-8839	50% Caucasian/Female 50% Caucasian/Male	60% Minority
United Right-of-Way Steve Adams 1302 Highway 28 Ephrata, WA 98823 (509) 754-4176 FAX (509) 754-4240	100% Caucasian/Male	0% Minority
Van Gogh Landscaping Tony Tamayo 11684 Ventura Blvd., Suite 818 Studio City, CA 91604 (818) 787-7711	100% Hispanic/Latin Amer/Male	100% Minority
Versatile Enterprises Gene & Martha Wallis P.O. Box 8448 Calabasas, CA 91372-8448 (818) 222-4350 FAX (818) 222-8356	50% Caucasian/Female 50% Caucasian/Male	50% Minority
Waste Unlimited Julie Galvan 7329 Hillrose St. Tujunga, CA 91042 (818) 994-1079	100% Caucasian/Male	50% Minority

VENDOR/ADDRESS/PHONE	MINORITY OWNERSHIP %	MINORITY STAFF %
WEST COAST WEED CONTROL Darryn Flexman 1705 Adrienne Dr. Corona, CA 92882 (909) 520-0436	100% Caucasian/Female	0% Minority
Woods Maintenance Service Barry Woods 7260 Atoll Avenue North Hollywood, CA 91605 (818) 464-5420	100% Caucasian/Male	85% Minority

*Notices of our 2005/2006 Weed Abatement Division Invitation for Bids (IFB) on the County and Department's websites and mandatory pre-bid meeting were mailed to all 99 vendors above. Weed Abatement 2005-2006 Bid Packages were mailed or submitted to 17 vendors (see highlighted bold names above) at their request.

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Al Thorne's Discing Service, Inc., a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

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

1. COMPLIANCE WITH CONTRACT

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

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2005 through June 30, 2006. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

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

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment
 with respect to the award, amendment or extension of the Agreement or the making of any

1 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
2 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

10 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

11 Should CONTRACTOR require additional or replacement personnel after the effective date of the
12 Agreement, Contractor shall give consideration for any such employment openings to participants
13 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
14 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
15 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
16 category to the CONTRACTOR.

17 **7. INDEPENDENT CONTRACTOR STATUS**

18 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
19 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
20 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
21 CONTRACTOR.
22

1 **8. EMPLOYEES OF CONTRACTOR**

2 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
3 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
4 of COUNTY.

5 **9. COMPLIANCE WITH ALL LAWS**

6 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
7 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
8 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
9 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
10 laws, rules, regulations or ordinances.

11 **10. INDEMNIFICATION**

12 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
13 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
14 and all liability and expense, including defense costs and legal fees, arising from or connected with
15 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
16 operations or its services, which result from bodily injury, death, personal injury, or property
17 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
18 to indemnify for liability and expense arising from the active negligence of the COUNTY.

19 **11. INSURANCE**

20 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
21 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
22 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
primary to and not contributing with any other insurance maintained by the COUNTY.
Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured

1 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department
2 of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA
3 91006-5872, prior to commencing services under this Agreement, shall specifically identify this
4 Agreement, and shall contain the express condition that COUNTY is to be given written notice by
5 registered mail at least thirty (30) days in advance of any modification or termination of insurance.
6 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
7 material breach of contract upon which COUNTY may immediately terminate or suspend this
8 Agreement.

9 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
10 additional insured and shall include:

11 1. General Liability insurance written on a commercial general liability form or on a
12 comprehensive general liability form covering the hazards of premises/operations,
13 contractual, independent contractors, advertising, products/completed operations,
14 broad form property damage, and personal injury with a combined single limit of not
15 less than \$1,000,000 per occurrence.

16 a. If written with an annual aggregate limit, the policy limit should be three
17 times the above required occurrence limit.

18 b. If written on a claims made form, the CONTRACTOR shall be required to
19 provide an extended two year reporting period commencing upon termination
20 or cancellation of this agreement.

21 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
22 vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
of the Labor Code of the State of California, including Employer's Liability with a

1 \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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

5 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
6 upon demand and in an amount not less than \$500 per contract, but not to exceed
7 \$1,000.

8 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

9 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
10 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
11 following circumstances:

12 1. If CONTRACTOR fails to perform the service within the specified time or any
13 extension thereof: or

14 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
15 or so fails to make progress as to endanger performance of the Agreement in
16 accordance with its terms, and in either of these two circumstances does not cure
17 such failure within a period of ten (10) calendar days (or such longer period as the
18 COUNTY may authorize in writing) after receipt of notice from specifying such
19 failure.

20 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
21 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
22 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
to COUNTY for any excess costs for such similar services.

1 **13. ADDITIONAL TERMINATION PROVISIONS**

2 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
3 terminate this Agreement in the event of the occurrence of any of the following:

- 4 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
5 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
6 cannot pay its debts as they become due, whether he has committed an act of
7 bankruptcy or not, and whether insolvent within the meaning of the Federal
8 Bankruptcy law or not;
- 9 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 10 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 11 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 12 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
within 14 days.

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

15 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

16 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
17 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
18 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
19 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

20 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
21 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
22 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

1 **15. GOVERNING LAW/VENUE**

2 This Agreement shall be construed in accordance with any governed by the laws of the State of
3 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
4 various city codes and ordinances. Any action brought by either party on this Agreement shall be
5 brought in the Los Angeles Superior Court.

6 **16. INCLUSION OF OTHER LAWS/CLAUSES**

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

12 **17. NONDISCRIMINATION IN EMPLOYMENT**

13 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
14 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
15 treated equally by the firm without regard to or because of race, color, religion, ancestry,
16 national origin, age, sex, age, or physical or mental disability, marital status, or political
17 affiliation and in compliance with all anti-discrimination laws of the United States of
18 America and the State of California. CONTRACTOR further certifies and agrees that it will
19 deal with its subcontractors, bidders or vendors without regard to or because of race,
20 religion, ancestry, national origin, sex, age, or physical or mental disability, marital status,
21 or political affiliation.

22 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
regular business hours to verify compliance with these provisions when so requested by the
COUNTY.

1 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
2 constitute a material breach of contract upon which the COUNTY may determine to cancel,
3 terminate, or suspend the contract in accordance with paragraph 11 herein.

4 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
5 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
6 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
7 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
8 11.

9 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

10 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
11 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
12 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
13 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
14 or be otherwise subject to discrimination under this Agreement or under any project, program, or
15 activity supported by this Agreement.

16 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

1 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
2 **COMPLIANCE PROGRAM"**

3 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
4 who benefit financially from COUNTY through contract are in compliance with their court-ordered
5 child, family and spousal support obligations in order to mitigate the economic burden otherwise
6 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
7 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this
8 contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now
9 in compliance and shall during the term of this contract maintain compliance with employment and
10 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
11 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
12 served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings
13 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
14 Family Code Section 5246(b).

15 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
16 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

17 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20
18 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
19 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
20 Without limiting the rights and remedies available to COUNTY under any other provision of this
21 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
22 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

1 **22. COUNTY'S QUALITY ASSURANCE PLAN**

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

10 **23. CONTRACT DOCUMENT INCORPORATED**

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

13 Invitation for Bids (IFB) dated February 2005
14 Bid Award Letter

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

17 **24. MAXIMUM CONTRACT AMOUNT**

18 COUNTY'S maximum obligation under this Agreement is **\$80,360.00** including all fees and
19 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
20 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
21 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
22 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
contract amount in the event additional services from the CONTRACTOR are required.

Any other change effecting the scope of work, price or other terms and conditions under this

1 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.
2 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
3 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
4 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
5 Agricultural Commissioner at the address herein provided in paragraph 11.

6 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

7 A. Responsible Contractor

8 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
9 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
10 perform the Contract. It is the COUNTY'S policy to conduct business only with
11 responsible Contractors.

12 B. Chapter 2.202 of the County Code

13 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
14 County Code, if the COUNTY acquires information concerning the performance of
15 the CONTRACTOR on this or other Contracts which indicates that the
16 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
17 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
18 and/or performing work on County Contracts for a specified period of time not to
19 exceed three (3) years, and terminate any or all existing Contracts the
20 CONTRACTOR may have with the COUNTY.

21 C. Non-responsible Contractor

22 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
a Contract with the COUNTY, (2) committed an act or omission which negatively reflects

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

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

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

18 F. After consideration of any objections, or if no objections are submitted, a record of the
19 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
20 Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have
21 the right to modify, deny, or adopt the proposed decision and recommendation of the
22 Hearing Board.

G. These terms shall also apply to Subcontractors of County Contractors.

1 **26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

2 The Contractor shall notify and provide to its employees, and shall require each subcontractor to
3 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
4 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
5 sheet is set forth in Appendix C of the IFB and is also available on the Internet at
6 www.babysafela.org for printing purposes.

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

COUNTY OF LOS ANGELES

9
10 By _____
Chair, Board of Supervisors

11 Attest: Violet Varona-Lukens
12 Executive Officer-Clerk of
the Board of Supervisors

13 By _____
14 Deputy

CONTRACTOR

15 _____
Company Name

16 APPROVED AS TO FORM
BY COUNTY COUNSEL:

16 By _____

17 RAYMOND G. FORTNER, JR.

17 Date _____

18 By _____
19 Deputy

18 Address _____

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APPENDIX A

Al Thorne's Discing Service, Inc.
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2005 through June 30, 2006)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 1, Hourly Discing	500 hrs	\$145.00	\$72,500.00
Zone 1 - Square Footage Discing	0-10,000 sq ft (M)	10 M	\$ 1,000.00
	10,001-25,000 sq ft (N)	10 N	\$ 1,100.00
	25,001 sq ft - 1 acre (P)	10 P	\$ 1,850.00
	1/4 acre or portion thereof in excess of 1 acre-(Exc)	85 Exc	\$ 3,910.00
Total Amount of Contract Awarded			<u>\$80,360.00</u>

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WEED ABATEMENT CONTRACT

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

RECITALS

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

1. COMPLIANCE WITH CONTRACT

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

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2005 through June 30, 2006. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

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

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment
 with respect to the award, amendment or extension of the Agreement or the making of any

1 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
2 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

10 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

11 Should CONTRACTOR require additional or replacement personnel after the effective date of the
12 Agreement, Contractor shall give consideration for any such employment openings to participants
13 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
14 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
15 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
16 category to the CONTRACTOR.

17 **7. INDEPENDENT CONTRACTOR STATUS**

18 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
19 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
20 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
21 CONTRACTOR.

22 **8. EMPLOYEES OF CONTRACTOR**

CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not

1 of COUNTY.

2 **9. COMPLIANCE WITH ALL LAWS**

3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
4 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
5 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
11 and all liability and expense, including defense costs and legal fees, arising from or connected with
12 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
13 operations or its services, which result from bodily injury, death, personal injury, or property
14 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
15 to indemnify for liability and expense arising from the active negligence of the COUNTY.

16 **11. INSURANCE**

17 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
18 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
19 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
20 primary to and not contributing with any other insurance maintained by the COUNTY.
21 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
22 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department
of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA
91006-5872, prior to commencing services under this Agreement, shall specifically identify this

1 Agreement, and shall contain the express condition that COUNTY is to be given written notice by
2 registered mail at least thirty (30) days in advance of any modification or termination of insurance.
3 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
4 material breach of contract upon which COUNTY may immediately terminate or suspend this
5 Agreement.

6 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
7 additional insured and shall include:

8 1. General Liability insurance written on a commercial general liability form or on a
9 comprehensive general liability form covering the hazards of premises/operations,
10 contractual, independent contractors, advertising, products/completed operations,
11 broad form property damage, and personal injury with a combined single limit of not
12 less than \$1,000,000 per occurrence.

13 a. If written with an annual aggregate limit, the policy limit should be three
14 times the above required occurrence limit.

15 b. If written on a claims made form, the CONTRACTOR shall be required to
16 provide an extended two year reporting period commencing upon termination
17 or cancellation of this agreement.

18 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
19 vehicles with a combined single limit of not less than \$300,000 per occurrence.

20 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
21 of the Labor Code of the State of California, including Employer's Liability with a
22 \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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

1 CONTRACTOR.

- 2 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
3 upon demand and in an amount not less than \$500 per contract, but not to exceed
4 \$1,000.

5 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

6 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
7 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
8 following circumstances:

- 9 1. If CONTRACTOR fails to perform the service within the specified time or any
10 extension thereof: or
11 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
12 or so fails to make progress as to endanger performance of the Agreement in
13 accordance with its terms, and in either of these two circumstances does not cure
14 such failure within a period of ten (10) calendar days (or such longer period as the
15 COUNTY may authorize in writing) after receipt of notice from specifying such
16 failure.

17 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
18 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
19 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
20 to COUNTY for any excess costs for such similar services.

21 **13. ADDITIONAL TERMINATION PROVISIONS**

22 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed

1 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
2 cannot pay its debts as they become due, whether he has committed an act of
3 bankruptcy or not, and whether insolvent within the meaning of the Federal
4 Bankruptcy law or not;

- 5 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 6 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 7 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 8 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
9 within 14 days.

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

12 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

13 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
14 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
15 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
16 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

17 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
18 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
19 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

20 **15. GOVERNING LAW/VENUE**

21 This Agreement shall be construed in accordance with any governed by the laws of the State of
22 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
various city codes and ordinances. Any action brought by either party on this Agreement shall be

1 brought in the Los Angeles Superior Court.

2 **16. INCLUSION OF OTHER LAWS/CLAUSES**

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

8 **17. NONDISCRIMINATION IN EMPLOYMENT**

9 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
10 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
11 treated equally by the firm without regard to or because of race, color, religion, ancestry,
12 national origin, age, sex, age, or physical or mental disability, marital status, or political
13 affiliation and in compliance with all anti-discrimination laws of the United States of
14 America and the State of California. CONTRACTOR further certifies and agrees that it will
15 deal with its subcontractors, bidders or vendors without regard to or because of race,
16 religion, ancestry, national origin, sex, age, or physical or mental disability, marital status,
17 or political affiliation.

18 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
19 regular business hours to verify compliance with these provisions when so requested by the
20 COUNTY.

21 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
22 constitute a material breach of contract upon which the COUNTY may determine to cancel,
terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination

1 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
2 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
3 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
4 11.

5 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

6 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
7 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
8 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
9 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
10 or be otherwise subject to discrimination under this Agreement or under any project, program, or
11 activity supported by this Agreement.

12 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

21 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
22 **COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
who benefit financially from COUNTY through contract are in compliance with their court-ordered

1 child, family and spousal support obligations in order to mitigate the economic burden otherwise
2 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
3 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this
4 contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now
5 in compliance and shall during the term of this contract maintain compliance with employment and
6 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
7 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
8 served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings
9 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
10 Family Code Section 5246(b).

11 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
12 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

13 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20
14 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
15 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
16 Without limiting the rights and remedies available to COUNTY under any other provision of this
17 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
18 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
19 pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

20 **22. COUNTY'S QUALITY ASSURANCE PLAN**

21 The County or its agent will evaluate Contractor's performance under this agreement on not less than
22 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
terms and performance standards. Contractor deficiencies which County determines are severe or
continuing and that may place performance of the agreement in jeopardy if not corrected will be

1 reported to the Board of Supervisors. The report will include improvement/corrective action
2 measures taken by the County and Contractor. If improvement does not occur consistent with the
3 corrective action measures, County may terminate this agreement or impose other penalties as
4 specified in this agreement.

5 **23. CONTRACT DOCUMENT INCORPORATED**

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

8 Invitation for Bids (IFB) dated February 2005
9 Bid Award Letter

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

12 **24. MAXIMUM CONTRACT AMOUNT**

13 COUNTY'S maximum obligation under this Agreement is **\$15,000.00** including all fees and
14 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
15 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
16 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
17 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
18 contract amount in the event additional services from the CONTRACTOR are required.

19 Any other change effecting the scope of work, price or other terms and conditions under this
20 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

21 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
22 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
Agricultural Commissioner at the address herein provided in paragraph 11.

1 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

2 A. Responsible Contractor

3 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
4 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
5 perform the Contract. It is the COUNTY'S policy to conduct business only with
6 responsible Contractors.

7 B. Chapter 2.202 of the County Code

8 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
9 County Code, if the COUNTY acquires information concerning the performance of
10 the CONTRACTOR on this or other Contracts which indicates that the
11 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
12 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
13 and/or performing work on County Contracts for a specified period of time not to
14 exceed three (3) years, and terminate any or all existing Contracts the
15 CONTRACTOR may have with the COUNTY.

16 C. Non-responsible Contractor

17 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
18 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
19 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
20 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
21 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
22 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.

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

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

13 F. After consideration of any objections, or if no objections are submitted, a record of the
14 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
15 Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have
16 the right to modify, deny, or adopt the proposed decision and recommendation of the
17 Hearing Board.

18 G. These terms shall also apply to Subcontractors of County Contractors.

19 **26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

20 The Contractor shall notify and provide to its employees, and shall require each subcontractor to
21 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
22 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
sheet is set forth in Appendix C of the IFB and is also available on the Internet at
www.babysafela.org for printing purposes.

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

3 COUNTY OF LOS ANGELES

4 By _____
5 Chair, Board of Supervisors

6 Attest: Violet Varona-Lukens
7 Executive Officer-Clerk of
8 the Board of Supervisors

9 By _____
10 Deputy

11 CONTRACTOR

12 APPROVED AS TO FORM
13 BY COUNTY COUNSEL:

Company Name

14 RAYMOND G. FORTNER, JR.

15 By _____

16 Date _____

17 By _____
18 Deputy

19 Address _____

20 _____

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APPENDIX A

**KPS Property Maintenance
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2005 through June 30, 2006)**

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 6, Hourly Mowing	100 hrs	\$100.00	\$10,000.00
Zone 9, Hourly Mowing	50 hrs	\$100.00	\$5,000.00
	Total Amount of Contract Awarded		<u>\$15,000.00</u>

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3
4 **WEED ABATEMENT CONTRACT**
5

6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and Blalock's Landscaping, a
8 contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter
9 referred to as "CONTRACTOR".

10 **RECITALS**

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

14 **1. COMPLIANCE WITH CONTRACT**

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

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2005 through June 30, 2006. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

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

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment
 with respect to the award, amendment or extension of the Agreement or the making of any

1 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
2 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

10 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

11 Should CONTRACTOR require additional or replacement personnel after the effective date of the
12 Agreement, Contractor shall give consideration for any such employment openings to participants
13 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
14 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
15 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
16 category to the CONTRACTOR.

17 **7. INDEPENDENT CONTRACTOR STATUS**

18 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
19 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
20 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
21 CONTRACTOR.

22 **8. EMPLOYEES OF CONTRACTOR**

CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not

1 of COUNTY.

2 **9. COMPLIANCE WITH ALL LAWS**

3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
4 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
5 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
11 and all liability and expense, including defense costs and legal fees, arising from or connected with
12 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
13 operations or its services, which result from bodily injury, death, personal injury, or property
14 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
15 to indemnify for liability and expense arising from the active negligence of the COUNTY.

16 **11. INSURANCE**

17 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
18 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
19 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
20 primary to and not contributing with any other insurance maintained by the COUNTY.
21 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
22 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department
of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA
91006-5872, prior to commencing services under this Agreement, shall specifically identify this

1 Agreement, and shall contain the express condition that COUNTY is to be given written notice by
2 registered mail at least thirty (30) days in advance of any modification or termination of insurance.
3 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
4 material breach of contract upon which COUNTY may immediately terminate or suspend this
5 Agreement.

6 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
7 additional insured and shall include:

8 1. General Liability insurance written on a commercial general liability form or on a
9 comprehensive general liability form covering the hazards of premises/operations,
10 contractual, independent contractors, advertising, products/completed operations,
11 broad form property damage, and personal injury with a combined single limit of not
12 less than \$1,000,000 per occurrence.

13 a. If written with an annual aggregate limit, the policy limit should be three
14 times the above required occurrence limit.

15 b. If written on a claims made form, the CONTRACTOR shall be required to
16 provide an extended two year reporting period commencing upon termination
17 or cancellation of this agreement.

18 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
19 vehicles with a combined single limit of not less than \$300,000 per occurrence.

20 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
21 of the Labor Code of the State of California, including Employer's Liability with a
22 \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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

1 CONTRACTOR.

- 2 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
3 upon demand and in an amount not less than \$500 per contract, but not to exceed
4 \$1,000.

5 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

6 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
7 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
8 following circumstances:

- 9 1. If CONTRACTOR fails to perform the service within the specified time or any
10 extension thereof: or
11 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
12 or so fails to make progress as to endanger performance of the Agreement in
13 accordance with its terms, and in either of these two circumstances does not cure
14 such failure within a period of ten (10) calendar days (or such longer period as the
15 COUNTY may authorize in writing) after receipt of notice from specifying such
16 failure.

17 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
18 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
19 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
20 to COUNTY for any excess costs for such similar services.

21 **13. ADDITIONAL TERMINATION PROVISIONS**

22 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed

1 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
2 cannot pay its debts as they become due, whether he has committed an act of
3 bankruptcy or not, and whether insolvent within the meaning of the Federal
4 Bankruptcy law or not;

- 5 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 6 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 7 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 8 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
9 within 14 days.

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

12 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

13 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
14 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
15 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
16 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

17 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
18 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
19 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

20 **15. GOVERNING LAW/VENUE**

21 This Agreement shall be construed in accordance with any governed by the laws of the State of
22 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
various city codes and ordinances. Any action brought by either party on this Agreement shall be

1 brought in the Los Angeles Superior Court.

2 **16. INCLUSION OF OTHER LAWS/CLAUSES**

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

8 **17. NONDISCRIMINATION IN EMPLOYMENT**

9 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
10 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
11 treated equally by the firm without regard to or because of race, color, religion, ancestry,
12 national origin, age, sex, age, or physical or mental disability, marital status, or political
13 affiliation and in compliance with all anti-discrimination laws of the United States of
14 America and the State of California. CONTRACTOR further certifies and agrees that it will
15 deal with its subcontractors, bidders or vendors without regard to or because of race,
16 religion, ancestry, national origin, sex, age, or physical or mental disability, marital status,
17 or political affiliation.

18 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
19 regular business hours to verify compliance with these provisions when so requested by the
20 COUNTY.

21 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
22 constitute a material breach of contract upon which the COUNTY may determine to cancel,
terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination

1 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
2 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
3 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
4 11.

5 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

6 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
7 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
8 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
9 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
10 or be otherwise subject to discrimination under this Agreement or under any project, program, or
11 activity supported by this Agreement.

12 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

21 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
22 **COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
who benefit financially from COUNTY through contract are in compliance with their court-ordered

1 child, family and spousal support obligations in order to mitigate the economic burden otherwise
2 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
3 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this
4 contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now
5 in compliance and shall during the term of this contract maintain compliance with employment and
6 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
7 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
8 served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings
9 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
10 Family Code Section 5246(b).

11 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
12 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

13 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20
14 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
15 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
16 Without limiting the rights and remedies available to COUNTY under any other provision of this
17 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
18 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
19 pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

20 **22. COUNTY'S QUALITY ASSURANCE PLAN**

21 The County or its agent will evaluate Contractor's performance under this agreement on not less than
22 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
terms and performance standards. Contractor deficiencies which County determines are severe or

1 continuing and that may place performance of the agreement in jeopardy if not corrected will be
2 reported to the Board of Supervisors. The report will include improvement/corrective action
3 measures taken by the County and Contractor. If improvement does not occur consistent with the
4 corrective action measures, County may terminate this agreement or impose other penalties as
5 specified in this agreement.

6 **23. CONTRACT DOCUMENT INCORPORATED**

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

9 Invitation for Bids (IFB) dated February 2005
10 Bid Award Letter

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

13 **24. MAXIMUM CONTRACT AMOUNT**

14 COUNTY'S maximum obligation under this Agreement is **\$150,000.00** including all fees and
15 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
16 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
17 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
18 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
19 contract amount in the event additional services from the CONTRACTOR are required.

20 Any other change effecting the scope of work, price or other terms and conditions under this
21 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

22 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
determine when it has incurred seventy-five percent (75%) of the total contract authorization under
this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the

1 Agricultural Commissioner at the address herein provided in paragraph 11.

2 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

3 A. Responsible Contractor

4 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
5 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
6 perform the Contract. It is the COUNTY'S policy to conduct business only with
7 responsible Contractors.

8 B. Chapter 2.202 of the County Code

9 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
10 County Code, if the COUNTY acquires information concerning the performance of
11 the CONTRACTOR on this or other Contracts which indicates that the
12 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
13 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
14 and/or performing work on County Contracts for a specified period of time not to
15 exceed three (3) years, and terminate any or all existing Contracts the
16 CONTRACTOR may have with the COUNTY.

17 C. Non-responsible Contractor

18 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
19 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
20 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
21 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
22 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

1 other public entity.

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

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

14 F. After consideration of any objections, or if no objections are submitted, a record of the
15 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
16 Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have
17 the right to modify, deny, or adopt the proposed decision and recommendation of the
18 Hearing Board.

19 G. These terms shall also apply to Subcontractors of County Contractors.

20 **26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

21 The Contractor shall notify and provide to its employees, and shall require each subcontractor to
22 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
sheet is set forth in Appendix C of the IFB and is also available on the Internet at

1 www.babysafela.org for printing purposes.

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

4 COUNTY OF LOS ANGELES

5
6 By _____
Chair, Board of Supervisors

7 Attest: Violet Varona-Lukens
8 Executive Officer-Clerk of
the Board of Supervisors

9 By _____
Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

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APPENDIX A

Blalock's Landscaping
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2005 through June 30, 2006)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 8, Hourly Discing	1,200 hrs	\$125.00	\$150,000.00
	Total Amount of Contract Awarded		<u>\$150,000.00</u>

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Apple's Tractor Service, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

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

1. COMPLIANCE WITH CONTRACT

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

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2005 through June 30, 2006. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

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

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment
 with respect to the award, amendment or extension of the Agreement or the making of any

1 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
2 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

10 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

11 Should CONTRACTOR require additional or replacement personnel after the effective date of the
12 Agreement, Contractor shall give consideration for any such employment openings to participants
13 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
14 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
15 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
16 category to the CONTRACTOR.

17 **7. INDEPENDENT CONTRACTOR STATUS**

18 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
19 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
20 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
21 CONTRACTOR.

22 **8. EMPLOYEES OF CONTRACTOR**

CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement

1 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
2 of COUNTY.

3 **9. COMPLIANCE WITH ALL LAWS**

4 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
5 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
6 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
7 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
8 laws, rules, regulations or ordinances.

9 **10. INDEMNIFICATION**

10 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
11 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
12 and all liability and expense, including defense costs and legal fees, arising from or connected with
13 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
14 operations or its services, which result from bodily injury, death, personal injury, or property
15 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
16 to indemnify for liability and expense arising from the active negligence of the COUNTY.

17 **11. INSURANCE**

18 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
19 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
20 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
21 primary to and not contributing with any other insurance maintained by the COUNTY.
22 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department
of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA

1 91006-5872, prior to commencing services under this Agreement, shall specifically identify this
2 Agreement, and shall contain the express condition that COUNTY is to be given written notice by
3 registered mail at least thirty (30) days in advance of any modification or termination of insurance.
4 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
5 material breach of contract upon which COUNTY may immediately terminate or suspend this
6 Agreement.

7 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
8 additional insured and shall include:

9 1. General Liability insurance written on a commercial general liability form or on a
10 comprehensive general liability form covering the hazards of premises/operations,
11 contractual, independent contractors, advertising, products/completed operations,
12 broad form property damage, and personal injury with a combined single limit of not
less than \$1,000,000 per occurrence.

13 a. If written with an annual aggregate limit, the policy limit should be three
14 times the above required occurrence limit.

15 b. If written on a claims made form, the CONTRACTOR shall be required to
16 provide an extended two year reporting period commencing upon termination
17 or cancellation of this agreement.

18 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
19 vehicles with a combined single limit of not less than \$300,000 per occurrence.

20 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
21 of the Labor Code of the State of California, including Employer's Liability with a
\$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

22 C. Performance Surety: Such surety may be provided by one of the following forms and

1 conditioned upon faithful performance and satisfactory completion of services by
2 CONTRACTOR.

3 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
4 upon demand and in an amount not less than \$500 per contract, but not to exceed
5 \$1,000.

6 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

7 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
8 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
9 following circumstances:

- 10 1. If CONTRACTOR fails to perform the service within the specified time or any
11 extension thereof: or
12 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
13 or so fails to make progress as to endanger performance of the Agreement in
14 accordance with its terms, and in either of these two circumstances does not cure
15 such failure within a period of ten (10) calendar days (or such longer period as the
16 COUNTY may authorize in writing) after receipt of notice from specifying such
17 failure.

18 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
19 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
20 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
21 to COUNTY for any excess costs for such similar services.

22 **13. ADDITIONAL TERMINATION PROVISIONS**

A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

- 1 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed
2 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
3 cannot pay its debts as they become due, whether he has committed an act of
4 bankruptcy or not, and whether insolvent within the meaning of the Federal
5 Bankruptcy law or not;
- 6 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 7 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 8 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 9 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
 within 14 days.

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

12 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF**
13 **FUNDS**

14 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
15 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
16 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

17 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
18 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
19 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

20 **15. GOVERNING LAW/VENUE**

21 This Agreement shall be construed in accordance with any governed by the laws of the State of
22 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and

1 various city codes and ordinances. Any action brought by either party on this Agreement shall be
2 brought in the Los Angeles Superior Court.

3 **16. INCLUSION OF OTHER LAWS/CLAUSES**

4 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in
5 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced
6 as though it were included herein, and if through mistake or otherwise any such provision is not
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12 treated equally by the firm without regard to or because of race, color, religion, ancestry,
13 national origin, age, sex, age, or physical or mental disability, marital status, or political
14 affiliation and in compliance with all anti-discrimination laws of the United States of
15 America and the State of California. CONTRACTOR further certifies and agrees that it will
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17 religion, ancestry, national origin, sex, age, or physical or mental disability, marital status,
18 or political affiliation.

19 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
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21 COUNTY.

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1 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
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7 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
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9 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
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13 CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the
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21 **COMPLIANCE PROGRAM"**

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7 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
8 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
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22 terms and performance standards. Contractor deficiencies which County determines are severe or

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10 Bid Award Letter

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15 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
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18 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
19 contract amount in the event additional services from the CONTRACTOR are required.

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12 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
13 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
14 and/or performing work on County Contracts for a specified period of time not to
15 exceed three (3) years, and terminate any or all existing Contracts the
16 CONTRACTOR may have with the COUNTY.

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18 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
19 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
20 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
21 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
22 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

1 other public entity.

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

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

14 F. After consideration of any objections, or if no objections are submitted, a record of the
15 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
16 Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have
17 the right to modify, deny, or adopt the proposed decision and recommendation of the
18 Hearing Board.

19 G. These terms shall also apply to Subcontractors of County Contractors.

20 **26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

21 The Contractor shall notify and provide to its employees, and shall require each subcontractor to
22 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
sheet is set forth in Appendix C of the IFB and is also available on the Internet at

1 www.babysafela.org for printing purposes.

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

4 COUNTY OF LOS ANGELES

5
6 By _____
Chair, Board of Supervisors

7 Attest: Violet Varona-Lukens
8 Executive Officer-Clerk of
the Board of Supervisors

9 By _____
Deputy

CONTRACTOR

10 APPROVED AS TO FORM
11 BY COUNTY COUNSEL:

Company Name

12 RAYMOND G. FORTNER, JR.

By _____

Date _____

13 By _____
14 Deputy

Address _____

1
2
3
4 **WEED ABATEMENT CONTRACT**
5

6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and KPS Property Maintenance,
8 a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter
9 referred to as "CONTRACTOR".

10 **RECITALS**

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

14 **1. COMPLIANCE WITH CONTRACT**

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

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2005 through June 30, 2006. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

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

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment
 with respect to the award, amendment or extension of the Agreement or the making of any
 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In

1 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
2 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

9 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

10 Should CONTRACTOR require additional or replacement personnel after the effective date of the
11 Agreement, Contractor shall give consideration for any such employment openings to participants
12 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
13 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
14 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
15 category to the CONTRACTOR.

16 **7. INDEPENDENT CONTRACTOR STATUS**

17 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
18 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
19 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
20 CONTRACTOR.

21 **8. EMPLOYEES OF CONTRACTOR**

22 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
of COUNTY.

1 **9. COMPLIANCE WITH ALL LAWS**

2 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
3 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
4 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
5 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
6 laws, rules, regulations or ordinances.

7 **10. INDEMNIFICATION**

8 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
9 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
10 and all liability and expense, including defense costs and legal fees, arising from or connected with
11 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
12 operations or its services, which result from bodily injury, death, personal injury, or property
13 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
14 to indemnify for liability and expense arising from the active negligence of the COUNTY.

15 **11. INSURANCE**

16 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
17 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
18 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
19 primary to and not contributing with any other insurance maintained by the COUNTY.
20 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
21 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department
22 of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA
 91006-5872, prior to commencing services under this Agreement, shall specifically identify this
 Agreement, and shall contain the express condition that COUNTY is to be given written notice by

1 registered mail at least thirty (30) days in advance of any modification or termination of insurance.
2 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
3 material breach of contract upon which COUNTY may immediately terminate or suspend this
4 Agreement.

5 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
6 additional insured and shall include:

7 1. General Liability insurance written on a commercial general liability form or on a
8 comprehensive general liability form covering the hazards of premises/operations,
9 contractual, independent contractors, advertising, products/completed operations,
10 broad form property damage, and personal injury with a combined single limit of not
11 less than \$1,000,000 per occurrence.

12 a. If written with an annual aggregate limit, the policy limit should be three
13 times the above required occurrence limit.

14 b. If written on a claims made form, the CONTRACTOR shall be required to
15 provide an extended two year reporting period commencing upon termination
16 or cancellation of this agreement.

17 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
18 vehicles with a combined single limit of not less than \$300,000 per occurrence.

19 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
20 of the Labor Code of the State of California, including Employer's Liability with a
21 \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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

- 1 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
2 upon demand and in an amount not less than \$500 per contract, but not to exceed
3 \$1,000.

4 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

5 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
6 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
7 following circumstances:

- 8 1. If CONTRACTOR fails to perform the service within the specified time or any
9 extension thereof: or
10 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
11 or so fails to make progress as to endanger performance of the Agreement in
12 accordance with its terms, and in either of these two circumstances does not cure
13 such failure within a period of ten (10) calendar days (or such longer period as the
14 COUNTY may authorize in writing) after receipt of notice from specifying such
15 failure.

16 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
17 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
18 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
19 to COUNTY for any excess costs for such similar services.

20 **13. ADDITIONAL TERMINATION PROVISIONS**

21 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
22 terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed

1 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
2 cannot pay its debts as they become due, whether he has committed an act of
3 bankruptcy or not, and whether insolvent within the meaning of the Federal
4 Bankruptcy law or not;

- 5 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 6 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 7 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 8 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
9 within 14 days.

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

12 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

13 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
14 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
15 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
16 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

17 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
18 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
19 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

20 **15. GOVERNING LAW/VENUE**

21 This Agreement shall be construed in accordance with any governed by the laws of the State of
22 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
various city codes and ordinances. Any action brought by either party on this Agreement shall be

1 brought in the Los Angeles Superior Court.

2 **16. INCLUSION OF OTHER LAWS/CLAUSES**

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

8 **17. NONDISCRIMINATION IN EMPLOYMENT**

9 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
10 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
11 treated equally by the firm without regard to or because of race, color, religion, ancestry,
12 national origin, age, sex, age, or physical or mental disability, marital status, or political
13 affiliation and in compliance with all anti-discrimination laws of the United States of
14 America and the State of California. CONTRACTOR further certifies and agrees that it will
15 deal with its subcontractors, bidders or vendors without regard to or because of race,
16 religion, ancestry, national origin, sex, age, or physical or mental disability, marital status,
17 or political affiliation.

18 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
19 regular business hours to verify compliance with these provisions when so requested by the
20 COUNTY.

21 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
22 constitute a material breach of contract upon which the COUNTY may determine to cancel,
terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination

1 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
2 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
3 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
4 11.

5 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

6 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
7 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
8 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
9 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
10 or be otherwise subject to discrimination under this Agreement or under any project, program, or
11 activity supported by this Agreement.

12 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

21 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
22 **COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
who benefit financially from COUNTY through contract are in compliance with their court-ordered

1 child, family and spousal support obligations in order to mitigate the economic burden otherwise
2 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
3 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this
4 contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now
5 in compliance and shall during the term of this contract maintain compliance with employment and
6 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
7 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
8 served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings
9 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
10 Family Code Section 5246(b).

11 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
12 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

13 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20
14 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
15 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
16 Without limiting the rights and remedies available to COUNTY under any other provision of this
17 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
18 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
19 pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

20 **22. COUNTY'S QUALITY ASSURANCE PLAN**

21 The County or its agent will evaluate Contractor's performance under this agreement on not less than
22 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
terms and performance standards. Contractor deficiencies which County determines are severe or
continuing and that may place performance of the agreement in jeopardy if not corrected will be

1 reported to the Board of Supervisors. The report will include improvement/corrective action
2 measures taken by the County and Contractor. If improvement does not occur consistent with the
3 corrective action measures, County may terminate this agreement or impose other penalties as
4 specified in this agreement.

5 **23. CONTRACT DOCUMENT INCORPORATED**

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

8 Invitation for Bids (IFB) dated February 2005
9 Bid Award Letter

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

12 **24. MAXIMUM CONTRACT AMOUNT**

13 COUNTY'S maximum obligation under this Agreement is **\$100,000.00** including all fees and
14 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
15 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
16 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
17 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
18 contract amount in the event additional services from the CONTRACTOR are required.

19 Any other change effecting the scope of work, price or other terms and conditions under this
20 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

21 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
22 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
Agricultural Commissioner at the address herein provided in paragraph 11.

1 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

2 A. Responsible Contractor

3 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
4 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
5 perform the Contract. It is the COUNTY'S policy to conduct business only with
6 responsible Contractors.

7 B. Chapter 2.202 of the County Code

8 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
9 County Code, if the COUNTY acquires information concerning the performance of
10 the CONTRACTOR on this or other Contracts which indicates that the
11 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
12 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
13 and/or performing work on County Contracts for a specified period of time not to
14 exceed three (3) years, and terminate any or all existing Contracts the
15 CONTRACTOR may have with the COUNTY.

16 C. Non-responsible Contractor

17 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
18 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
19 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
20 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
21 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
22 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.

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

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

13 F. After consideration of any objections, or if no objections are submitted, a record of the
14 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
15 Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have
16 the right to modify, deny, or adopt the proposed decision and recommendation of the
17 Hearing Board.

18 G. These terms shall also apply to Subcontractors of County Contractors.

19 **26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

20 The Contractor shall notify and provide to its employees, and shall require each subcontractor to
21 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
22 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
sheet is set forth in Appendix C of the IFB and is also available on the Internet at
www.babysafela.org for printing purposes.

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

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4
5 By _____
Chair, Board of Supervisors

6 Attest: Violet Varona-Lukens
Executive Officer-Clerk of
7 the Board of Supervisors

8 By _____
Deputy

9 CONTRACTOR

10 APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

11 RAYMOND G. FORTNER, JR.

By _____

Date _____

12 By _____
13 Deputy

Address _____

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APPENDIX A

**KPS Property Maintenance
WEED ABATEMENT HANDWORK CONTRACT**
(July 1, 2005 through June 30, 2006)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 1, Section II	35,000 units	\$2.00	\$70,000.00
Zone 7, Section II	15,000 units	\$2.00	\$30,000.00
Total Amount of Contract Awarded			<u>\$100,000.00</u>

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4 **WEED ABATEMENT CONTRACT**
5

6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and SR Landscape, a contractor
8 designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred
9 to as "CONTRACTOR".
10

11 **RECITALS**

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

15 **1. COMPLIANCE WITH CONTRACT**

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

1 **2. TERM OF AGREEMENT**

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3 Agreement shall be for period commencing from July 1, 2005 through June 30, 2006. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

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7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
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9 provided in paragraph 11.

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12 paragraph 1.5 of the General Specifications. The COUNTY guarantees no minimum service
13 requirement during the term of this agreement.

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16 with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of
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20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
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22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment
 with respect to the award, amendment or extension of the Agreement or the making of any

1 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
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3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

8 Among other items, such improper consideration may take the form of cash, discounts, service, the
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11 Should CONTRACTOR require additional or replacement personnel after the effective date of the
12 Agreement, Contractor shall give consideration for any such employment openings to participants
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1 of COUNTY.

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3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
4 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
5 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
11 and all liability and expense, including defense costs and legal fees, arising from or connected with
12 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
13 operations or its services, which result from bodily injury, death, personal injury, or property
14 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
15 to indemnify for liability and expense arising from the active negligence of the COUNTY.

16 **11. INSURANCE**

17 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
18 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
19 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
20 primary to and not contributing with any other insurance maintained by the COUNTY.
21 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
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5 Agreement.

6 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
7 additional insured and shall include:

8 1. General Liability insurance written on a commercial general liability form or on a
9 comprehensive general liability form covering the hazards of premises/operations,
10 contractual, independent contractors, advertising, products/completed operations,
11 broad form property damage, and personal injury with a combined single limit of not
12 less than \$1,000,000 per occurrence.

13 a. If written with an annual aggregate limit, the policy limit should be three
14 times the above required occurrence limit.

15 b. If written on a claims made form, the CONTRACTOR shall be required to
16 provide an extended two year reporting period commencing upon termination
17 or cancellation of this agreement.

18 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
19 vehicles with a combined single limit of not less than \$300,000 per occurrence.

20 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
21 of the Labor Code of the State of California, including Employer's Liability with a
22 \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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

1 CONTRACTOR.

- 2 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
3 upon demand and in an amount not less than \$500 per contract, but not to exceed
4 \$1,000.

5 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

6 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
7 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
8 following circumstances:

- 9 1. If CONTRACTOR fails to perform the service within the specified time or any
10 extension thereof: or
11 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
12 or so fails to make progress as to endanger performance of the Agreement in
13 accordance with its terms, and in either of these two circumstances does not cure
14 such failure within a period of ten (10) calendar days (or such longer period as the
15 COUNTY may authorize in writing) after receipt of notice from specifying such
16 failure.

17 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
18 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
19 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
20 to COUNTY for any excess costs for such similar services.

21 **13. ADDITIONAL TERMINATION PROVISIONS**

22 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed

1 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
2 cannot pay its debts as they become due, whether he has committed an act of
3 bankruptcy or not, and whether insolvent within the meaning of the Federal
4 Bankruptcy law or not;

- 5 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 6 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 7 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 8 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
9 within 14 days.

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

12 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

13 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
14 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
15 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
16 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

17 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
18 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
19 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

20 **15. GOVERNING LAW/VENUE**

21 This Agreement shall be construed in accordance with any governed by the laws of the State of
22 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
various city codes and ordinances. Any action brought by either party on this Agreement shall be

1 brought in the Los Angeles Superior Court.

2 **16. INCLUSION OF OTHER LAWS/CLAUSES**

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

8 **17. NONDISCRIMINATION IN EMPLOYMENT**

9 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
10 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
11 treated equally by the firm without regard to or because of race, color, religion, ancestry,
12 national origin, age, sex, age, or physical or mental disability, marital status, or political
13 affiliation and in compliance with all anti-discrimination laws of the United States of
14 America and the State of California. CONTRACTOR further certifies and agrees that it will
15 deal with its subcontractors, bidders or vendors without regard to or because of race,
16 religion, ancestry, national origin, sex, age, or physical or mental disability, marital status,
17 or political affiliation.

18 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
19 regular business hours to verify compliance with these provisions when so requested by the
20 COUNTY.

21 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
22 constitute a material breach of contract upon which the COUNTY may determine to cancel,
terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination

1 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
2 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
3 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
4 11.

5 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

6 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
7 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
8 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
9 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
10 or be otherwise subject to discrimination under this Agreement or under any project, program, or
11 activity supported by this Agreement.

12 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

21 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
22 **COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
who benefit financially from COUNTY through contract are in compliance with their court-ordered

1 child, family and spousal support obligations in order to mitigate the economic burden otherwise
2 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
3 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this
4 contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now
5 in compliance and shall during the term of this contract maintain compliance with employment and
6 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
7 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
8 served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings
9 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
10 Family Code Section 5246(b).

11 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
12 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

13 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20
14 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
15 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
16 Without limiting the rights and remedies available to COUNTY under any other provision of this
17 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
18 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
19 pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

20 **22. COUNTY'S QUALITY ASSURANCE PLAN**

21 The County or its agent will evaluate Contractor's performance under this agreement on not less than
22 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
terms and performance standards. Contractor deficiencies which County determines are severe or
continuing and that may place performance of the agreement in jeopardy if not corrected will be

1 reported to the Board of Supervisors. The report will include improvement/corrective action
2 measures taken by the County and Contractor. If improvement does not occur consistent with the
3 corrective action measures, County may terminate this agreement or impose other penalties as
4 specified in this agreement.

5 **23. CONTRACT DOCUMENT INCORPORATED**

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

8 Invitation for Bids (IFB) dated February 2005
9 Bid Award Letter

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

12 **24. MAXIMUM CONTRACT AMOUNT**

13 COUNTY'S maximum obligation under this Agreement is **\$18,750.00** including all fees and
14 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
15 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
16 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
17 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
18 contract amount in the event additional services from the CONTRACTOR are required.

19 Any other change effecting the scope of work, price or other terms and conditions under this
20 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

21 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
22 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
Agricultural Commissioner at the address herein provided in paragraph 11.

1 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

2 A. Responsible Contractor

3 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
4 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
5 perform the Contract. It is the COUNTY'S policy to conduct business only with
6 responsible Contractors.

7 B. Chapter 2.202 of the County Code

8 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
9 County Code, if the COUNTY acquires information concerning the performance of
10 the CONTRACTOR on this or other Contracts which indicates that the
11 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
12 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
13 and/or performing work on County Contracts for a specified period of time not to
14 exceed three (3) years, and terminate any or all existing Contracts the
15 CONTRACTOR may have with the COUNTY.

16 C. Non-responsible Contractor

17 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
18 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
19 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
20 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
21 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
22 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.

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

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

13 F. After consideration of any objections, or if no objections are submitted, a record of the
14 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
15 Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have
16 the right to modify, deny, or adopt the proposed decision and recommendation of the
17 Hearing Board.

18 G. These terms shall also apply to Subcontractors of County Contractors.

19 **26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

20 The Contractor shall notify and provide to its employees, and shall require each subcontractor to
21 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
22 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
sheet is set forth in Appendix C of the IFB and is also available on the Internet at
www.babysafela.org for printing purposes.

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

3 COUNTY OF LOS ANGELES

4
5 By _____
Chair, Board of Supervisors

6 Attest: Violet Varona-Lukens
Executive Officer-Clerk of
7 the Board of Supervisors

8 By _____
Deputy

9 CONTRACTOR

10 APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

11 RAYMOND G. FORTNER, JR.

By _____

12 By _____
Deputy

Date _____

Address _____

13 _____

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APPENDIX A

SR Landscape
WEED ABATEMENT HANDWORK CONTRACT
(July 1, 2005 through June 30, 2006)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 4, East L.A. & City Terrace	7,500 units	\$2.50	\$18,750.00
	Total Amount of Contract Awarded		<u>\$18,750.00</u>

1
2
3
4 **WEED ABATEMENT CONTRACT**
5

6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and SR Landscape, a contractor
8 designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred
9 to as "CONTRACTOR".
10

11 **RECITALS**

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

15 **1. COMPLIANCE WITH CONTRACT**

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

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2005 through June 30, 2006. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

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

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment
 with respect to the award, amendment or extension of the Agreement or the making of any

1 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
2 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

10 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

11 Should CONTRACTOR require additional or replacement personnel after the effective date of the
12 Agreement, Contractor shall give consideration for any such employment openings to participants
13 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
14 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
15 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
16 category to the CONTRACTOR.

17 **7. INDEPENDENT CONTRACTOR STATUS**

18 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
19 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
20 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
21 CONTRACTOR.

22 **8. EMPLOYEES OF CONTRACTOR**

CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not

1 of COUNTY.

2 **9. COMPLIANCE WITH ALL LAWS**

3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
4 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
5 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
11 and all liability and expense, including defense costs and legal fees, arising from or connected with
12 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
13 operations or its services, which result from bodily injury, death, personal injury, or property
14 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
15 to indemnify for liability and expense arising from the active negligence of the COUNTY.

16 **11. INSURANCE**

17 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
18 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
19 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
20 primary to and not contributing with any other insurance maintained by the COUNTY.
21 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
22 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department
of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA
91006-5872, prior to commencing services under this Agreement, shall specifically identify this

1 Agreement, and shall contain the express condition that COUNTY is to be given written notice by
2 registered mail at least thirty (30) days in advance of any modification or termination of insurance.
3 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
4 material breach of contract upon which COUNTY may immediately terminate or suspend this
5 Agreement.

6 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
7 additional insured and shall include:

8 1. General Liability insurance written on a commercial general liability form or on a
9 comprehensive general liability form covering the hazards of premises/operations,
10 contractual, independent contractors, advertising, products/completed operations,
11 broad form property damage, and personal injury with a combined single limit of not
12 less than \$1,000,000 per occurrence.

13 a. If written with an annual aggregate limit, the policy limit should be three
14 times the above required occurrence limit.

15 b. If written on a claims made form, the CONTRACTOR shall be required to
16 provide an extended two year reporting period commencing upon termination
17 or cancellation of this agreement.

18 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
19 vehicles with a combined single limit of not less than \$300,000 per occurrence.

20 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
21 of the Labor Code of the State of California, including Employer's Liability with a
22 \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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

1 CONTRACTOR.

- 2 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
3 upon demand and in an amount not less than \$500 per contract, but not to exceed
4 \$1,000.

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6 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
7 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
8 following circumstances:

- 9 1. If CONTRACTOR fails to perform the service within the specified time or any
10 extension thereof: or
11 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
12 or so fails to make progress as to endanger performance of the Agreement in
13 accordance with its terms, and in either of these two circumstances does not cure
14 such failure within a period of ten (10) calendar days (or such longer period as the
15 COUNTY may authorize in writing) after receipt of notice from specifying such
16 failure.

17 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
18 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
19 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
20 to COUNTY for any excess costs for such similar services.

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22 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed

1 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
2 cannot pay its debts as they become due, whether he has committed an act of
3 bankruptcy or not, and whether insolvent within the meaning of the Federal
4 Bankruptcy law or not;

- 5 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 6 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 7 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 8 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
9 within 14 days.

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

12 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

13 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
14 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
15 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
16 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

17 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
18 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
19 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

20 **15. GOVERNING LAW/VENUE**

21 This Agreement shall be construed in accordance with any governed by the laws of the State of
22 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
various city codes and ordinances. Any action brought by either party on this Agreement shall be

1 brought in the Los Angeles Superior Court.

2 **16. INCLUSION OF OTHER LAWS/CLAUSES**

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

8 **17. NONDISCRIMINATION IN EMPLOYMENT**

9 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
10 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
11 treated equally by the firm without regard to or because of race, color, religion, ancestry,
12 national origin, age, sex, age, or physical or mental disability, marital status, or political
13 affiliation and in compliance with all anti-discrimination laws of the United States of
14 America and the State of California. CONTRACTOR further certifies and agrees that it will
15 deal with its subcontractors, bidders or vendors without regard to or because of race,
16 religion, ancestry, national origin, sex, age, or physical or mental disability, marital status,
17 or political affiliation.

18 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
19 regular business hours to verify compliance with these provisions when so requested by the
20 COUNTY.

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22 constitute a material breach of contract upon which the COUNTY may determine to cancel,
terminate, or suspend the contract in accordance with paragraph 11 herein.

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1 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
2 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
3 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
4 11.

5 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

6 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
7 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
8 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
9 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
10 or be otherwise subject to discrimination under this Agreement or under any project, program, or
11 activity supported by this Agreement.

12 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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22 **COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
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1 child, family and spousal support obligations in order to mitigate the economic burden otherwise
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4 contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now
5 in compliance and shall during the term of this contract maintain compliance with employment and
6 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
7 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
8 served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings
9 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
10 Family Code Section 5246(b).

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

12 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20
13 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
14 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
15 Without limiting the rights and remedies available to COUNTY under any other provision of this
16 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
17 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
18 pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

19 **22. COUNTY'S QUALITY ASSURANCE PLAN**

20 The County or its agent will evaluate Contractor's performance under this agreement on not less than
21 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
22 terms and performance standards. Contractor deficiencies which County determines are severe or
continuing and that may place performance of the agreement in jeopardy if not corrected will be

1 reported to the Board of Supervisors. The report will include improvement/corrective action
2 measures taken by the County and Contractor. If improvement does not occur consistent with the
3 corrective action measures, County may terminate this agreement or impose other penalties as
4 specified in this agreement.

5 **23. CONTRACT DOCUMENT INCORPORATED**

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

8 Invitation for Bids (IFB) dated February 2005
9 Bid Award Letter

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

12 **24. MAXIMUM CONTRACT AMOUNT**

13 COUNTY'S maximum obligation under this Agreement is **\$94,500.00** including all fees and
14 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
15 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
16 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
17 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
18 contract amount in the event additional services from the CONTRACTOR are required.

19 Any other change effecting the scope of work, price or other terms and conditions under this
20 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

21 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
22 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
Agricultural Commissioner at the address herein provided in paragraph 11.

1 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

2 A. Responsible Contractor

3 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
4 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
5 perform the Contract. It is the COUNTY'S policy to conduct business only with
6 responsible Contractors.

7 B. Chapter 2.202 of the County Code

8 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
9 County Code, if the COUNTY acquires information concerning the performance of
10 the CONTRACTOR on this or other Contracts which indicates that the
11 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
12 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
13 and/or performing work on County Contracts for a specified period of time not to
14 exceed three (3) years, and terminate any or all existing Contracts the
15 CONTRACTOR may have with the COUNTY.

16 C. Non-responsible Contractor

17 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
18 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
19 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
20 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
21 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
22 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.

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

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

13 F. After consideration of any objections, or if no objections are submitted, a record of the
14 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
15 Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have
16 the right to modify, deny, or adopt the proposed decision and recommendation of the
17 Hearing Board.

18 G. These terms shall also apply to Subcontractors of County Contractors.

19 **26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

20 The Contractor shall notify and provide to its employees, and shall require each subcontractor to
21 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
22 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
sheet is set forth in Appendix C of the IFB and is also available on the Internet at
www.babysafela.org for printing purposes.

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

3 COUNTY OF LOS ANGELES

4
5 By _____
Chair, Board of Supervisors

6 Attest: Violet Varona-Lukens
Executive Officer-Clerk of
7 the Board of Supervisors

8 By _____
Deputy

CONTRACTOR

9 _____
Company Name

10 APPROVED AS TO FORM
BY COUNTY COUNSEL:

11 By _____

12 RAYMOND G. FORTNER, JR.

Date _____

13 By _____
Deputy

Address _____

14 _____

1 APPENDIX A

2 **SR Landscape**
3 **WEED ABATEMENT BRUSH HANDWORK CONTRACT**
4 (July 1, 2005 through June 30, 2006)

5

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
6 Zones 3, 4, & 5, Item 1	2,000 units	\$13.50	\$27,000.00
7 Zone 7, Item 1	5,000 units	\$13.50	\$67,500.00
	Total Amount of Contract Awarded		<u>\$94,500.00</u>

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WEED ABATEMENT CONTRACT

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

RECITALS

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

1. COMPLIANCE WITH CONTRACT

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

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2005 through June 30, 2006. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

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

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment
 with respect to the award, amendment or extension of the Agreement or the making of any

1 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
2 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

10 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

11 Should CONTRACTOR require additional or replacement personnel after the effective date of the
12 Agreement, Contractor shall give consideration for any such employment openings to participants
13 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
14 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
15 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
16 category to the CONTRACTOR.

17 **7. INDEPENDENT CONTRACTOR STATUS**

18 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
19 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
20 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
21 CONTRACTOR.

22 **8. EMPLOYEES OF CONTRACTOR**

CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not

1 of COUNTY.

2 **9. COMPLIANCE WITH ALL LAWS**

3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
4 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
5 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
11 and all liability and expense, including defense costs and legal fees, arising from or connected with
12 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
13 operations or its services, which result from bodily injury, death, personal injury, or property
14 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
15 to indemnify for liability and expense arising from the active negligence of the COUNTY.

16 **11. INSURANCE**

17 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
18 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
19 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
20 primary to and not contributing with any other insurance maintained by the COUNTY.
21 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
22 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department
of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA
91006-5872, prior to commencing services under this Agreement, shall specifically identify this

1 Agreement, and shall contain the express condition that COUNTY is to be given written notice by
2 registered mail at least thirty (30) days in advance of any modification or termination of insurance.
3 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
4 material breach of contract upon which COUNTY may immediately terminate or suspend this
5 Agreement.

6 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
7 additional insured and shall include:

8 1. General Liability insurance written on a commercial general liability form or on a
9 comprehensive general liability form covering the hazards of premises/operations,
10 contractual, independent contractors, advertising, products/completed operations,
11 broad form property damage, and personal injury with a combined single limit of not
12 less than \$1,000,000 per occurrence.

13 a. If written with an annual aggregate limit, the policy limit should be three
14 times the above required occurrence limit.

15 b. If written on a claims made form, the CONTRACTOR shall be required to
16 provide an extended two year reporting period commencing upon termination
17 or cancellation of this agreement.

18 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
19 vehicles with a combined single limit of not less than \$300,000 per occurrence.

20 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
21 of the Labor Code of the State of California, including Employer's Liability with a
22 \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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

1 CONTRACTOR.

- 2 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
3 upon demand and in an amount not less than \$500 per contract, but not to exceed
4 \$1,000.

5 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

6 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
7 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
8 following circumstances:

- 9 1. If CONTRACTOR fails to perform the service within the specified time or any
10 extension thereof: or
11 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
12 or so fails to make progress as to endanger performance of the Agreement in
13 accordance with its terms, and in either of these two circumstances does not cure
14 such failure within a period of ten (10) calendar days (or such longer period as the
15 COUNTY may authorize in writing) after receipt of notice from specifying such
16 failure.

17 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
18 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
19 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
20 to COUNTY for any excess costs for such similar services.

21 **13. ADDITIONAL TERMINATION PROVISIONS**

22 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed

1 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
2 cannot pay its debts as they become due, whether he has committed an act of
3 bankruptcy or not, and whether insolvent within the meaning of the Federal
4 Bankruptcy law or not;

- 5 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 6 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 7 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 8 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
9 within 14 days.

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

12 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

13 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
14 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
15 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
16 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

17 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
18 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
19 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

20 **15. GOVERNING LAW/VENUE**

21 This Agreement shall be construed in accordance with any governed by the laws of the State of
22 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
various city codes and ordinances. Any action brought by either party on this Agreement shall be

1 brought in the Los Angeles Superior Court.

2 **16. INCLUSION OF OTHER LAWS/CLAUSES**

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

8 **17. NONDISCRIMINATION IN EMPLOYMENT**

9 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
10 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
11 treated equally by the firm without regard to or because of race, color, religion, ancestry,
12 national origin, age, sex, age, or physical or mental disability, marital status, or political
13 affiliation and in compliance with all anti-discrimination laws of the United States of
14 America and the State of California. CONTRACTOR further certifies and agrees that it will
15 deal with its subcontractors, bidders or vendors without regard to or because of race,
16 religion, ancestry, national origin, sex, age, or physical or mental disability, marital status,
17 or political affiliation.

18 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
19 regular business hours to verify compliance with these provisions when so requested by the
20 COUNTY.

21 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
22 constitute a material breach of contract upon which the COUNTY may determine to cancel,
terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination

1 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
2 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
3 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
4 11.

5 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

6 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
7 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
8 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
9 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
10 or be otherwise subject to discrimination under this Agreement or under any project, program, or
11 activity supported by this Agreement.

12 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

21 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
22 **COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
who benefit financially from COUNTY through contract are in compliance with their court-ordered

1 child, family and spousal support obligations in order to mitigate the economic burden otherwise
2 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
3 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this
4 contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now
5 in compliance and shall during the term of this contract maintain compliance with employment and
6 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
7 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
8 served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings
9 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
10 Family Code Section 5246(b).

11 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
12 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

13 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20
14 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
15 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
16 Without limiting the rights and remedies available to COUNTY under any other provision of this
17 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
18 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
19 pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

20 **22. COUNTY'S QUALITY ASSURANCE PLAN**

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22 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
terms and performance standards. Contractor deficiencies which County determines are severe or
continuing and that may place performance of the agreement in jeopardy if not corrected will be

1 reported to the Board of Supervisors. The report will include improvement/corrective action
2 measures taken by the County and Contractor. If improvement does not occur consistent with the
3 corrective action measures, County may terminate this agreement or impose other penalties as
4 specified in this agreement.

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7 which are component parts of the Contract as if herein set out in full or attached hereto:

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9 Bid Award Letter

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

12 **24. MAXIMUM CONTRACT AMOUNT**

13 COUNTY'S maximum obligation under this Agreement is **\$63,000.00** including all fees and
14 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
15 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
16 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
17 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
18 contract amount in the event additional services from the CONTRACTOR are required.

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20 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

21 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
22 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
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6 responsible Contractors.

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12 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
13 and/or performing work on County Contracts for a specified period of time not to
14 exceed three (3) years, and terminate any or all existing Contracts the
15 CONTRACTOR may have with the COUNTY.

16 C. Non-responsible Contractor

17 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
18 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
19 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
20 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
21 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
22 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.

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

5 E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed
6 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative
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8 Contractor Hearing Board shall prepare a proposed decision, which shall contain a
9 recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the
10 appropriate length of time of the debarment. The Contractor and the Department shall be
11 provided an opportunity to object to the tentative proposed decision prior to its presentation
12 to the Board of Supervisors.

13 F. After consideration of any objections, or if no objections are submitted, a record of the
14 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
15 Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have
16 the right to modify, deny, or adopt the proposed decision and recommendation of the
17 Hearing Board.

18 G. These terms shall also apply to Subcontractors of County Contractors.

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20 The Contractor shall notify and provide to its employees, and shall require each subcontractor to
21 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
22 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
sheet is set forth in Appendix C of the IFB and is also available on the Internet at
www.babysafela.org for printing purposes.

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

3 COUNTY OF LOS ANGELES

4
5 By _____
Chair, Board of Supervisors

6 Attest: Violet Varona-Lukens
Executive Officer-Clerk of
7 the Board of Supervisors

8 By _____
Deputy

9 CONTRACTOR

10 _____
Company Name

11 APPROVED AS TO FORM
BY COUNTY COUNSEL:

By _____

12 RAYMOND G. FORTNER, JR.

Date _____

13 By _____
Deputy

Address _____

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APPENDIX A

**KPS Property Maintenance
WEED ABATEMENT BRUSH HANDWORK CONTRACT
(July 1, 2005 through June 30, 2006)**

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 1, Item 1	6,000 units	\$ 8.00	\$48,000.00
Zone 8	1,500 units	\$10.00	\$15,000.00
	Total Amount of Contract Awarded		<u>\$63,000.00</u>

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WEED ABATEMENT CONTRACT

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RECITALS

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

1. COMPLIANCE WITH CONTRACT

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

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2005 through June 30, 2006. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

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

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
22 officer, employee or agent with the intent of securing the Agreement or securing favorable treatment
 with respect to the award, amendment or extension of the Agreement or the making of any

1 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
2 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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

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

10 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

11 Should CONTRACTOR require additional or replacement personnel after the effective date of the
12 Agreement, Contractor shall give consideration for any such employment openings to participants
13 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN)
14 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
15 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
16 category to the CONTRACTOR.

17 **7. INDEPENDENT CONTRACTOR STATUS**

18 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
19 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
20 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
21 CONTRACTOR.

22 **8. EMPLOYEES OF CONTRACTOR**

CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not

1 of COUNTY.

2 **9. COMPLIANCE WITH ALL LAWS**

3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
4 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
5 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
11 and all liability and expense, including defense costs and legal fees, arising from or connected with
12 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
13 operations or its services, which result from bodily injury, death, personal injury, or property
14 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
15 to indemnify for liability and expense arising from the active negligence of the COUNTY.

16 **11. INSURANCE**

17 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
18 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
19 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
20 primary to and not contributing with any other insurance maintained by the COUNTY.
21 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
22 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department
of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA
91006-5872, prior to commencing services under this Agreement, shall specifically identify this

1 Agreement, and shall contain the express condition that COUNTY is to be given written notice by
2 registered mail at least thirty (30) days in advance of any modification or termination of insurance.
3 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
4 material breach of contract upon which COUNTY may immediately terminate or suspend this
5 Agreement.

6 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
7 additional insured and shall include:

8 1. General Liability insurance written on a commercial general liability form or on a
9 comprehensive general liability form covering the hazards of premises/operations,
10 contractual, independent contractors, advertising, products/completed operations,
11 broad form property damage, and personal injury with a combined single limit of not
12 less than \$1,000,000 per occurrence.

13 a. If written with an annual aggregate limit, the policy limit should be three
14 times the above required occurrence limit.

15 b. If written on a claims made form, the CONTRACTOR shall be required to
16 provide an extended two year reporting period commencing upon termination
17 or cancellation of this agreement.

18 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired
19 vehicles with a combined single limit of not less than \$300,000 per occurrence.

20 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
21 of the Labor Code of the State of California, including Employer's Liability with a
22 \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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

1 CONTRACTOR.

- 2 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
3 upon demand and in an amount not less than \$500 per contract, but not to exceed
4 \$1,000.

5 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

6 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
7 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
8 following circumstances:

- 9 1. If CONTRACTOR fails to perform the service within the specified time or any
10 extension thereof: or
11 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
12 or so fails to make progress as to endanger performance of the Agreement in
13 accordance with its terms, and in either of these two circumstances does not cure
14 such failure within a period of ten (10) calendar days (or such longer period as the
15 COUNTY may authorize in writing) after receipt of notice from specifying such
16 failure.

17 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
18 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
19 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
20 to COUNTY for any excess costs for such similar services.

21 **13. ADDITIONAL TERMINATION PROVISIONS**

22 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
terminate this Agreement in the event of the occurrence of any of the following:

1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed

1 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
2 cannot pay its debts as they become due, whether he has committed an act of
3 bankruptcy or not, and whether insolvent within the meaning of the Federal
4 Bankruptcy law or not;

- 5 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 6 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 7 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 8 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
9 within 14 days.

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

12 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

13 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
14 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
15 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
16 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

17 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
18 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
19 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

20 **15. GOVERNING LAW/VENUE**

21 This Agreement shall be construed in accordance with any governed by the laws of the State of
22 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
various city codes and ordinances. Any action brought by either party on this Agreement shall be

1 brought in the Los Angeles Superior Court.

2 **16. INCLUSION OF OTHER LAWS/CLAUSES**

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

8 **17. NONDISCRIMINATION IN EMPLOYMENT**

9 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
10 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
11 treated equally by the firm without regard to or because of race, color, religion, ancestry,
12 national origin, age, sex, age, or physical or mental disability, marital status, or political
13 affiliation and in compliance with all anti-discrimination laws of the United States of
14 America and the State of California. CONTRACTOR further certifies and agrees that it will
15 deal with its subcontractors, bidders or vendors without regard to or because of race,
16 religion, ancestry, national origin, sex, age, or physical or mental disability, marital status,
17 or political affiliation.

18 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
19 regular business hours to verify compliance with these provisions when so requested by the
20 COUNTY.

21 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
22 constitute a material breach of contract upon which the COUNTY may determine to cancel,
terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination

1 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
2 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
3 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
4 11.

5 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

6 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
7 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
8 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
9 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
10 or be otherwise subject to discrimination under this Agreement or under any project, program, or
11 activity supported by this Agreement.

12 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

21 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
22 **COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
who benefit financially from COUNTY through contract are in compliance with their court-ordered

1 child, family and spousal support obligations in order to mitigate the economic burden otherwise
2 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
3 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this
4 contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now
5 in compliance and shall during the term of this contract maintain compliance with employment and
6 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
7 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
8 served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings
9 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
10 Family Code Section 5246(b).

11 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
12 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

13 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20
14 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
15 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
16 Without limiting the rights and remedies available to COUNTY under any other provision of this
17 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
18 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
19 pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

20 **22. COUNTY'S QUALITY ASSURANCE PLAN**

21 The County or its agent will evaluate Contractor's performance under this agreement on not less than
22 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
terms and performance standards. Contractor deficiencies which County determines are severe or
continuing and that may place performance of the agreement in jeopardy if not corrected will be

1 reported to the Board of Supervisors. The report will include improvement/corrective action
2 measures taken by the County and Contractor. If improvement does not occur consistent with the
3 corrective action measures, County may terminate this agreement or impose other penalties as
4 specified in this agreement.

5 **23. CONTRACT DOCUMENT INCORPORATED**

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

8 Invitation for Bids (IFB) dated February 2005
9 Bid Award Letter

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

12 **24. MAXIMUM CONTRACT AMOUNT**

13 COUNTY'S maximum obligation under this Agreement is **\$64,000.00** including all fees and
14 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
15 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
16 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
17 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
18 contract amount in the event additional services from the CONTRACTOR are required.

19 Any other change effecting the scope of work, price or other terms and conditions under this
20 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

21 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
22 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
Agricultural Commissioner at the address herein provided in paragraph 11.

1 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

2 A. Responsible Contractor

3 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
4 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
5 perform the Contract. It is the COUNTY'S policy to conduct business only with
6 responsible Contractors.

7 B. Chapter 2.202 of the County Code

8 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
9 County Code, if the COUNTY acquires information concerning the performance of
10 the CONTRACTOR on this or other Contracts which indicates that the
11 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
12 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
13 and/or performing work on County Contracts for a specified period of time not to
14 exceed three (3) years, and terminate any or all existing Contracts the
15 CONTRACTOR may have with the COUNTY.

16 C. Non-responsible Contractor

17 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
18 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
19 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
20 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
21 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
22 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.

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

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

13 F. After consideration of any objections, or if no objections are submitted, a record of the
14 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
15 Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have
16 the right to modify, deny, or adopt the proposed decision and recommendation of the
17 Hearing Board.

18 G. These terms shall also apply to Subcontractors of County Contractors.

19 **26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

20 The Contractor shall notify and provide to its employees, and shall require each subcontractor to
21 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
22 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
sheet is set forth in Appendix C of the IFB and is also available on the Internet at
www.babysafela.org for printing purposes.

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

3 COUNTY OF LOS ANGELES

4
5 By _____
Chair, Board of Supervisors

6 Attest: Violet Varona-Lukens
Executive Officer-Clerk of
7 the Board of Supervisors

8 By _____
Deputy

9 CONTRACTOR

10 _____
Company Name

11 APPROVED AS TO FORM
BY COUNTY COUNSEL:

By _____

12 RAYMOND G. FORTNER, JR.

Date _____

13 By _____
Deputy

14 Address _____
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WEED ABATEMENT CONTRACT

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

RECITALS

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

1. COMPLIANCE WITH CONTRACT

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

1 **2. TERM OF AGREEMENT**

2 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
3 Agreement shall be for period commencing from July 1, 2005 through June 30, 2006. It may be
4 extended two times upon mutual agreement. Each extension period shall be for 12 months upon
5 mutual agreement on terms acceptable to the COUNTY.

6 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
7 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
8 Contractor shall send written notification to Agricultural Commissioner at the address herein
9 provided in paragraph 11.

10 **3. CONTRACTOR OBLIGATIONS**

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

14 **4. BILLING AND PAYMENT**

15 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
16 with paragraph 1.6.5 of the General Specifications. The CONTRACTOR'S services, and rate of
17 service to be provided, are itemized in attached Appendix A.

18 **5. TERMINATION FOR IMPROPER CONSIDERATION**

19 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
20 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
21 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
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 with respect to the award, amendment or extension of the Agreement or the making of any

1 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
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3 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

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5 such improper consideration. The report shall be made either to the County manager charged with
6 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
7 at (800) 544-6861.

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

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14 or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
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16 category to the CONTRACTOR.

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CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
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3 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
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6 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
7 laws, rules, regulations or ordinances.

8 **10. INDEMNIFICATION**

9 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
10 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
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5 Agreement.

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10 contractual, independent contractors, advertising, products/completed operations,
11 broad form property damage, and personal injury with a combined single limit of not
12 less than \$1,000,000 per occurrence.

13 a. If written with an annual aggregate limit, the policy limit should be three
14 times the above required occurrence limit.

15 b. If written on a claims made form, the CONTRACTOR shall be required to
16 provide an extended two year reporting period commencing upon termination
17 or cancellation of this agreement.

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19 vehicles with a combined single limit of not less than \$300,000 per occurrence.

20 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
21 of the Labor Code of the State of California, including Employer's Liability with a
22 \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

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

1 CONTRACTOR.

- 2 1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY
3 upon demand and in an amount not less than \$500 per contract, but not to exceed
4 \$1,000.

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6 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
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11 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement,
12 or so fails to make progress as to endanger performance of the Agreement in
13 accordance with its terms, and in either of these two circumstances does not cure
14 such failure within a period of ten (10) calendar days (or such longer period as the
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22 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
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1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed

1 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
2 cannot pay its debts as they become due, whether he has committed an act of
3 bankruptcy or not, and whether insolvent within the meaning of the Federal
4 Bankruptcy law or not;

- 5 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 6 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 7 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 8 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
9 within 14 days.

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

12 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

13 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
14 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
15 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates
16 funds applicable to this Agreement in COUNTY's budget for each such future fiscal year.

17 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate
18 as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
19 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

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21 This Agreement shall be construed in accordance with any governed by the laws of the State of
22 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
various city codes and ordinances. Any action brought by either party on this Agreement shall be

1 brought in the Los Angeles Superior Court.

2 **16. INCLUSION OF OTHER LAWS/CLAUSES**

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

8 **17. NONDISCRIMINATION IN EMPLOYMENT**

9 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
10 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be
11 treated equally by the firm without regard to or because of race, color, religion, ancestry,
12 national origin, age, sex, age, or physical or mental disability, marital status, or political
13 affiliation and in compliance with all anti-discrimination laws of the United States of
14 America and the State of California. CONTRACTOR further certifies and agrees that it will
15 deal with its subcontractors, bidders or vendors without regard to or because of race,
16 religion, ancestry, national origin, sex, age, or physical or mental disability, marital status,
17 or political affiliation.

18 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
19 regular business hours to verify compliance with these provisions when so requested by the
20 COUNTY.

21 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
22 constitute a material breach of contract upon which the COUNTY may determine to cancel,
terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination

1 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
2 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
3 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
4 11.

5 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

6 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
7 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
8 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,
9 political affiliation, or national origin, be excluded from participation in, be denied the benefits of,
10 or be otherwise subject to discrimination under this Agreement or under any project, program, or
11 activity supported by this Agreement.

12 **19. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

21 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
22 **COMPLIANCE PROGRAM"**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
who benefit financially from COUNTY through contract are in compliance with their court-ordered

1 child, family and spousal support obligations in order to mitigate the economic burden otherwise
2 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
3 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this
4 contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now
5 in compliance and shall during the term of this contract maintain compliance with employment and
6 wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a)
7 and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully
8 served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings
9 Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and
10 Family Code Section 5246(b).

11 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
12 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

13 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20
14 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
15 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
16 Without limiting the rights and remedies available to COUNTY under any other provision of this
17 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
18 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
19 pursuant to paragraph 12 "TERMINATION FOR CONTRACTOR'S DEFAULT."

20 **22. COUNTY'S QUALITY ASSURANCE PLAN**

21 The County or its agent will evaluate Contractor's performance under this agreement on not less than
22 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract
terms and performance standards. Contractor deficiencies which County determines are severe or
continuing and that may place performance of the agreement in jeopardy if not corrected will be

1 reported to the Board of Supervisors. The report will include improvement/corrective action
2 measures taken by the County and Contractor. If improvement does not occur consistent with the
3 corrective action measures, County may terminate this agreement or impose other penalties as
4 specified in this agreement.

5 **23. CONTRACT DOCUMENT INCORPORATED**

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

8 Invitation for Bids (IFB) dated February 2005
9 Bid Award Letter

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

12 **24. MAXIMUM CONTRACT AMOUNT**

13 COUNTY'S maximum obligation under this Agreement is **\$29,250.00** including all fees and
14 expenses. (See attached Appendix A.) Any services provided by CONTRACTOR or expenses
15 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort
16 by CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner
17 may increase the COUNTY'S maximum obligation under this Agreement by 10% of the total
18 contract amount in the event additional services from the CONTRACTOR are required.

19 Any other change effecting the scope of work, price or other terms and conditions under this
20 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

21 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
22 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
Agricultural Commissioner at the address herein provided in paragraph 11.

1 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

2 A. Responsible Contractor

3 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
4 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
5 perform the Contract. It is the COUNTY'S policy to conduct business only with
6 responsible Contractors.

7 B. Chapter 2.202 of the County Code

8 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
9 County Code, if the COUNTY acquires information concerning the performance of
10 the CONTRACTOR on this or other Contracts which indicates that the
11 CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies
12 provided in the Contract, debar the CONTRACTOR from bidding or being awarded,
13 and/or performing work on County Contracts for a specified period of time not to
14 exceed three (3) years, and terminate any or all existing Contracts the
15 CONTRACTOR may have with the COUNTY.

16 C. Non-responsible Contractor

17 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its
18 discretion, that the CONTRACTOR has done any of the following: (1) violated a term of
19 a Contract with the COUNTY, (2) committed an act or omission which negatively reflects
20 on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the
21 COUNTY or any other public entity, or engaged in a pattern or practice which negatively
22 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.

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

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

13 F. After consideration of any objections, or if no objections are submitted, a record of the
14 hearing, the proposed decision, and any other recommendation of the Contractor Hearing
15 Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have
16 the right to modify, deny, or adopt the proposed decision and recommendation of the
17 Hearing Board.

18 G. These terms shall also apply to Subcontractors of County Contractors.

19 **26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

20 The Contractor shall notify and provide to its employees, and shall require each subcontractor to
21 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
22 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
sheet is set forth in Appendix C of the IFB and is also available on the Internet at
www.babysafela.org for printing purposes.

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

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

Company Name

APPROVED AS TO FORM
BY COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.

By _____

Date _____

By _____
Deputy

Address _____

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APPENDIX A

Pepo Weed Abatement
WEED ABATEMENT TUMBLEWEED HANDWORK CONTRACT
(July 1, 2005 through June 30, 2006)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 8	3,000 units	\$9.75	\$29,250.00
	Total Amount of Contract Awarded		<u>\$29,250.00</u>