



## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

78 June 6, 2023

CELIA ZAVALA  
EXECUTIVE OFFICER

Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Chief Deputy Director

**Carol Baker**  
Deputy Director

**LaTayvius R. Alberty**  
Deputy Director

June 6, 2023

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

Dear Supervisors:

**APPROVAL OF CONTRACT WITH A+ SUPERIOR SANITATION, INC.  
FOR AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES  
(SUPERVISORIAL DISTRICTS 2, 3 AND 4)  
(3 VOTES)**

### SUBJECT

This action is to award a contract to A+ Superior Sanitation, Inc. for as-needed maintenance of septic tank systems located at County-owned, controlled or managed beaches.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed action is not subject to the California Environmental Quality Act for the reasons stated in this Board Letter.
2. Approve award of and instruct the Chair to sign a three-year contract, with three one-year renewal options with A+ Superior Sanitation, Inc., commencing on July 1, 2023 through June 30, 2026, at an annual contract sum of \$573,965, for a total maximum amount of \$3,788,169 over the potential total term of six years, which is inclusive of any potential increase of up to 10% annually for unforeseen services, but excludes any potential Cost of Living Adjustments.
3. Delegate authority to the Director of Beaches and Harbors to prepare and execute contract amendments to extend the contract for three additional one-year optional renewals if, in the opinion of the Director or his designee, A+ Superior Sanitation, Inc. has effectively performed the services during the previous contract period and the services are still needed and required.



4. Delegate authority to the Director of Beaches and Harbors to increase the contract amount by up to an additional 10% in any year of the contract (including any extension option period) for any additional or unforeseen services within the scope of this contract (subject to the availability of funds in the Department's budget) and to make any potential Cost of Living Adjustments after the first three years of the contract.
5. Delegate authority to the Director of Beaches and Harbors to approve and execute change orders and amendments to i) incorporate necessary changes within the scope of work; ii) execute amendments should the contracting entity merge, be acquired or otherwise change entities; and iii) suspend or terminate the contract if, in the opinion of the Director or his designee, it is in the best interest of the County of Los Angeles to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the contract (Attachment I) with A+ Superior Sanitation, Inc. will enable the Department of Beaches and Harbors (Department) to continue to secure as-needed maintenance services for the advanced treatment of septic systems installed at beach restrooms at: Malibu Surfrider Beach, Point Dume Beach, Topanga Beach, Dan Blocker Beach, Zuma Beach and Royal Palms/White Point Beach. Electronic remote monitoring, periodic inspections, effluent and groundwater sampling and required maintenance reporting of the septic systems will ensure the proper sanitizing of the wastewater, thus preventing potential public health and environmental hazards at County-owned, controlled and managed beaches.

The recommended contractor will provide the maintenance services of the advanced septic systems on an as-needed basis. The requested services are all of an extraordinary, professional and technical nature and are needed on a part-time and intermittent basis.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the contract will promote and further Board-approved Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.1.3, by enabling the Department to operate well maintained recreational County facilities and preventing potential public health and environmental hazards at County-owned, controlled and managed beaches.

#### **FISCAL IMPACT/FINANCING**

The annual compensation for septic tank maintenance services is \$573,965 in each full contract year. Furthermore, the Director may increase the annual compensation by up to 10% for any additional or unforeseen services within the scope of this contract, subject to availability of funds in the Department's budget.

The contract is also subject to a possible Cost of Living Adjustment after the first three

years of the contract and at the Director's sole discretion. Any Cost of Living Adjustment granted would be based upon an increase, if any, in the Consumer Price index for the Los Angeles-Long Beach-Anaheim areas, not to exceed any general salary movement granted to County employees. As Cost of Living Adjustments are granted, the Department will subsequently request needed funding in order to fully fund contracted services.

The budgeted amount in the Department's Fiscal Year (FY) 2022-23 Final Adopted Budget for these services is \$237,000. Utilizing available resources, ongoing appropriation of \$337,000 will be requested in the Department's FY 2023-24 Supplemental Budget to fully fund the contracted services.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Department is requesting award of the contract to A+ Superior Sanitation, Inc. (A+), which was determined to be the most responsive and responsible bidder. The recommended contract term is three years, with three one-year extension options that may be exercised at the discretion of the Director. The contract services will commence on July 1, 2023.

The contract contains, and the contractor has agreed to, the County's standard provisions, including consideration of hiring GAIN/GROW participants, the Jury Service Program, the Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law, Zero Tolerance Policy on Human Trafficking, and the County's Policy of Equity.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as services are provided on an as-needed basis and are of an intermittent nature.

The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the contract. The contract has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not subject to the California Environmental Quality Act (CEQA), because it is an activity that is excluded from the definition of a "Project" by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed action is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

### **CONTRACTING PROCESS**

On January 26, 2023, the Department issued an Invitation for Bids (IFB) seeking qualified contractors to provide as-needed maintenance, effluent and groundwater sampling, and

The Honorable Board of Supervisors  
June 6, 2023  
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state-required reporting of septic tank systems located at County-owned, controlled, or managed beaches. The IFB was advertised in each supervisorial district in eight local, diverse, and lesbian, gay, bisexual, transgender, queer, and questioning-owned (LGBTQQ) community newspapers: Santa Monica Daily Press, Daily Breeze, Antelope Valley Press, Los Angeles Daily News, Argonaut, Nuestra Comunidad, the Los Angeles Sentinel and The Los Angeles Blade. A notice was also posted to the Department's social media internet sites, the County's "Doing Business with the County" internet site, as well as the Department's internet site, where the full document was available for download.

Two bids were submitted in response to the IFB. One bid was disqualified as a late submission. The remaining bid was submitted by A+ and was determined to be the lowest cost, most responsible and responsive bidder. A+ is currently providing the services through an issued Purchase Order that will expire June 30, 2023 and has the experience and expertise to service the septic systems.

On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on current services or projects.

**CONCLUSION**

Upon Board approval, please authorize the Executive Officer of the Board to send an adopted copy of the Board letter to the Department of Beaches and Harbors.

Respectfully submitted,



Gary Jones  
Director

GJ:NT:av

Attachments (1)

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**A+ SUPERIOR SANITATION, INC.**

**FOR**

**AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
 CONTRACT  
 AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT  
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

**STANDARD EXHIBITS**

- A Statement of Work and Attachments
- B Septic System Model Types and Locations
- C County's Administration
- D Contractor's Administration
- E Forms Required at the Time of Contract Execution:
  - E1 (COVID-19 Vaccination Certification of Compliance)
  - E2 Contractor Acknowledgement and Confidentiality Agreement
- F Safely Surrendered Baby Law

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
A+ SUPERIOR SANITATION, INC.  
FOR  
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

This Contract and Exhibits made and entered into this 6th day of June, 2023 by and between the County of Los Angeles, hereinafter referred to as County and A+ Superior Sanitation, Inc., hereinafter referred to as Contractor, to provide septic tank maintenance services on County-owned, controlled or operated beaches.

**RECITALS**

WHEREAS, the County may contract with private businesses for as-needed septic tank maintenance services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing as-needed septic tank maintenance services; and

WHEREAS, this Contract is therefore authorized pursuant to Section 44.7 of the Los Angeles Charter.

79448

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

## 1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E and F are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- A Statement of Work and Attachments
- B Septic System Locations
- C County's Administration
- D Contractor's Administration
- E Forms Required at the Time of Contract Execution:
  - E1 (COVID-19 Vaccination Certification of Compliance)
  - E2 Contractor Acknowledgement and Confidentiality Agreement
- F Safely Surrendered Baby Law

## 2 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board, Board of Supervisors:** The Board of Supervisors of Los Angeles County.
- 2.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.3 Contract Administrator (CA):** Person with responsibility to oversee the day-to-day activities of this Contract as further defined in Section 6.2.
- 2.4 Contract Year:** The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month

period over the remaining term of the Contract, including the optional years.

- 2.5 Contractor(s):** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by the Statement of Work.
- 2.6 Contractor's Representative:** The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- 2.7 County:** The County of Los Angeles.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Department:** The Los Angeles County Department of Beaches and Harbors.
- 2.8 Director:** The Director of the Department of Beaches and Harbors.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Statement of Work:** Explains in detail the Work to be performed pursuant to the contract.
- 2.11 Subcontractor:** A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

### **3 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the County.

### **4 TERM OF CONTRACT**

- 4.1 The term of this Contract will be three years, commencing or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County will have the sole option to extend this Contract term for up to three additional one-year periods, for a maximum total Contract term of six years. Each such option and extension will be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

- 4.3 The Contractor must notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the Department at the address herein provided in Exhibit C (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

The contract sum will be based on the services provided not exceeding the sum provided by Contractor's submitted Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms), based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount.

### **5.2 Written Approval for Reimbursement**

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

### **5.3 Increase of Contract Sum by Director**

Notwithstanding Section 5.1, the Director may, by written notice to the Contractor(s), increase the maximum annual amount by up to 10 percent during the Contract term or any extension period, to cover needed, unexpected or increased services in the scope of the

Contract, subject to the availability of funds in the Department's budget.

**5.4 No Increase in Hourly Rate(s) of Compensation**

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the rate(s) of compensation quoted in Exhibit 10 (Pricing Sheet) in Appendix B (Required Forms) will be given during the term of the Contract or any extension period.

**5.5 Emergent/Unexpected Work**

The Contractor will be compensated for emergent/unexpected work authorized in writing by the Director at the rate for such work as quoted on Contractor's submitted Exhibit 10 (Pricing Sheet). Such work will be subject to Section 5.1. Any work requested outside of any monthly, quarterly or bi-annual services will be subject to this Section paid at the hourly rate per hour for emergent/unexpected services, as specified on Contractor's submitted Exhibit 10 (Pricing Sheet).

**5.6 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to (Department) at the address herein provided in Exhibit C (County's Administration).

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

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

**5.8 Invoices and Payments**

5.8.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices,

which will include the charges owed to the Contractor by the County under the terms of this Contract.

- 5.8.2 The Contractor's payments will be as provided in Exhibit 10 (Pricing Sheet), and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.8.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.8.4 The Contractor must submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.8.5 All invoices under this Contract must be submitted in two (2) copies to the following address:

Los Angeles County  
Department of Beaches and Harbors  
Financial Services Section  
4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292

- 5.8.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the Contract Administrator (CA) prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.8.7 **Local Small Business Enterprises (LSBE) Prompt Payment Program**

Certified LSBEs will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **5.9 Cost of Living Adjustments (COLAs)**

The Contractor's rates will remain firm and fixed for the initial three (3) years of the Contract. For the options years, if requested by Contractor, the Contract amount may, at the sole discretion of Director, be annually increased based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recently published percentage change for the twelve (12) month period preceding the contract anniversary date. However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties.

## **5.10 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.10.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.10.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.10.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.10.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with



the contracting department(s), will decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 County Administration**

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit C (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Contract Administrator**

Responsibilities of the Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with the Contractor's Contract Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit D (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

### **7.2 Contractor's Contract Representative**

7.2.1 The Contractor's Contract Representative is designated in Exhibit D (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

7.2.2 The Contractor's Contract Representative will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with County's Contract Representative on a regular basis.

### **7.3 Approval of Contractor's Staff**

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

### **7.4 Contractor's Staff Identification**

Contractor must provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit E2 (Contractor Acknowledgement and Confidentiality Agreement).

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Director and/or his designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director and/or his designee.
- 8.1.3 The Director and/or his designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director and/or his designee.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written amendment to the Contract, which

is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

The Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within 10 business days after Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within 10 business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor must preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses must be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or

professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **8.7 Compliance with Civil Rights Laws**

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

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.8 Compliance with County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any



such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor

warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

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

#### **8.11 Consideration of Hiring Gain-Grow Participants**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction

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

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

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in

compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

#### **8.15 County's Quality Assurance Plan**

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

#### **8.16 Damage to County Facilities, Buildings or Grounds**

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

## **8.17 Employment Eligibility Verification**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.19 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from

any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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



## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

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

## **8.24 General Provisions for All Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and

maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

Los Angeles County Department of  
Beaches and Harbors  
4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292  
[Contracts@bh.lacounty.gov](mailto:Contracts@bh.lacounty.gov)

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

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Change in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage,

term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

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

#### **8.24.6 Contractor's Insurance Must Be Primary**

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

#### **8.24.7 Waivers of Subrogation**

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

#### **8.24.8 Subcontractor Insurance Coverage Requirements**

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

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

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

#### **8.24.12 Separation of Insureds**

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

### 8.24.13 Alternative Risk Financing Programs

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

### 8.24.14 County Review and Approval of Insurance Requirements

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

## 8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement

(providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

### **8.26 Liquidated Damages**

8.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Contract Administrator, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Statement of Work Attachment 2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 will not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and will not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to



or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

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

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

under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.29 Non-Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor

regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F (Safely Surrendered Baby Law) of this Contract. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## 8.36 Public Records Act

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7920.000 et seq. \(Public Records Act\)](#) [California Government Code Section 7920.000 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## 8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the

name of the County without the prior written consent of the County's Contract Administrator. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

### **8.38 Record Retention and Inspection/Audit Settlement**

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

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

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material

breach of this Contract upon which the County may terminate or suspend this Contract.

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

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of  
Beaches and Harbors  
4640 Admiralty Way, Suite 300  
Marina del Rey, CA 90292  
[Contracts@bh.lacounty.gov](mailto:Contracts@bh.lacounty.gov)

before any Subcontractor employee may perform any work hereunder.

#### **8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default and pursue debarment of the Contractor), pursuant to [County Code Chapter 2.202](#).

#### **8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

#### **8.43 Termination for Default**

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

- Contractor has materially breached this Contract; or



- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for

at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

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

#### **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

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

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

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

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

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

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's

Defaulted Property Tax Reduction Program) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

### **8.53 Time Off for Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **8.55 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.56 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### **8.58 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### **8.59 COVID-19 Vaccinations of County Contractor Personnel**

1. At Contractor's sole cost, Contractor shall comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\)](#) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel

coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test, has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit E (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Local Small Business Enterprise (LSBE) Preference Program**

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).



- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
  3. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **9.2 Social Enterprise (SE) Preference Program**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

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

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

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

### **9.3 Disabled Veteran Business Enterprise (DVBE) Preference Program**

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

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

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

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

## 10. Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Définitions)  
Paragraph 3 (Work)  
Paragraph 5.4 (No Payment for Services Provided Following  
Expiration/Termination of Agreement)  
Paragraph 7.6 (Confidentiality)  
Paragraph 8.1 (Amendments)  
Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)  
Paragraph 8.6.2  
Paragraph 8.19 (Fair Labor Standards)  
Paragraph 8.20 (Force Majeure)  
Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)  
Paragraph 8.23 (Indemnification)  
Paragraph 8.24 (General Provisions for all Insurance Coverage)  
Paragraph 8.25 (Insurance Coverage)  
Paragraph 8.26 (Liquidated Damages)  
Paragraph 8.34 (Notices)  
Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)  
Paragraph 8.42 (Termination for Convenience)  
Paragraph 8.43 (Termination for Default)  
Paragraph 8.48 (Validity)  
Paragraph 8.49 (Wavier)  
Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))  
Paragraph 10 (Survival)  
  
/  
/  
/

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

CONTRACTOR: A+ Superior Sanitation, Inc.

Signed: *Grace Gasinski*  
Grace Gasinski (Apr 17, 2023 11:47 PDT)

Printed Grace Gasinski

Title: CFO



COUNTY OF LOS ANGELES

By *Jamie Hahn*  
Chair, Board of Supervisors

79448

ATTEST:

CELIA ZAVALA  
Executive Officer  
of the Board of Supervisors

By *Debbie McCullough*  
Deputy

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

78 June 6, 2023

*Celia Zavala*  
CELIA ZAVALA  
EXECUTIVE OFFICER

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By *Parjack Ghaderi*  
Parjack Ghaderi (Apr 17, 2023 12:00 PDT)  
Principal Deputy County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By *Debbie McCullough*  
Deputy

**STANDARD EXHIBITS**

- A STATEMENT OF WORK AND ATTACHMENTS
- B SEPTIC SYSTEM MODEL TYPES AND LOCATIONS
- C COUNTY'S ADMINISTRATION
- D CONTRACTOR'S ADMINISTRATION

**FORMS REQUIRED TO BE COMPLETED AND INCLUDED WITH THE BID**

- E1 COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE
- E2 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F SAFELY SURRENDERED BABY LAW

# **EXHIBIT A**

## **STATEMENT OF WORK AND ATTACHMENTS**

**LOS ANGELES COUNTY OF BEACHES AND HARBORS  
STATEMENT OF WORK  
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
STATEMENT OF WORK  
AS-NEEDED SEPTIC TANK MAINTENANCE SERVICE**

**1 GENERAL REQUIREMENTS**

**1.1 Scope of Work**

The selected Contractor shall be capable of providing the services as listed in this Statement of Work (SOW).

**1.2 Contractor's Expenses**

Subject to Section 7.0, the Contractor shall at its own expense provide all labor, equipment, maintenance, material, supplies, uniforms, weapons, licenses, registration, data systems, transportation, meals, lodging, services, facilities and expenses required to perform the Contract work.

**1.3 Property Damage**

County property damaged by the Contractor's employees shall be repaired or replaced by the Contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

**1.4 No Vehicle Access on Bike Paths or Pedestrian Sidewalks**

Motor vehicles used in the performance of the Contract work shall not be driven on bike paths or pedestrian sidewalks.

**1.5 Green Initiatives**

**1.5.1** Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

**1.5.2** Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

**2 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

**2.1** The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract; to schedule servicing of added facilities and otherwise amend and modify the Statement of Work in accordance with the County's needs.

**2.2** The Department may, from time to time, close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.

- 2.3 The Contractor will be given reasonable written notice by the Contract Administrator that a facility is to be added or deleted or that the scope of services is being modified and of the effective date of such changes.
- 2.4 All changes must be made in accordance with Appendix A, (Sample Contract), Section 8.1, Amendments.

### **3 CONTRACTOR'S QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Administrator for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

### **4 QUALITY ASSURANCE PLAN**

The Department will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Appendix A, (Sample Contract), Section 8.15, County's Quality Assurance Plan.

#### **4.1 General Requirements**

The following requirements shall be observed:

- Contractor shall meet deadlines set by the Contract Administrator;
- Contractor shall timely complete reports required by the Contract;
- Contractor shall accurately report hourly services; and
- Contractor shall promptly return calls of County agents and employees.

#### **4.2 Contract Discrepancy Report (Attachment I of this Exhibit A)**

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the Department and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

**4.3** The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

**4.4** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Performance Requirements Summary, or proceed with Contract termination as provided in Appendix A, (Sample Contract), Section 8.43, Termination for Default.

**4.5 Performance Requirements Summary (Attachment 2 of this Exhibit A)**

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

**4.5.1 Acknowledgement and Acceptance of Standards and Sums**

The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

**4.6 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business or contracting operating hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

**5 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

**COUNTY**

**5.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract - County. Specific duties will include:

**5.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.

**5.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

**5.1.3** Preparing Amendments in accordance with the Contract, Paragraph 8.1. Amendments.

**5.2 County Contract Administrator**

**5.2.1** The Operational Services Division Chief, or his authorized designee, shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director is expressly required by the Contract.

**5.2.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

**5.2.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

**5.2.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

**CONTRACTOR**

**5.3 Contractor's Representative**

**5.3.1** The Contractor shall designate a full-time employee as Contractor's Representative who shall be responsible for Contractor's day-to-day activities related to each inspection and shall be available to the County CA or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

**5.3.2** The Contractor's Representative (CR) shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

**5.4 Supervisor**

The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The Contractor's Representative may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

**5.5 Contractor's Office**

The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally by email, mail and telephone five days a week during normal business hours. Contractor's office must have at least one employee available who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

## **5.6 Changes of Key Personnel**

The Contractor shall obtain the approval of the CA before replacing the Contractor's Representative or the supervisor. Such approval shall not be unreasonably withheld.

## **5.7 Contractor's Personnel**

**5.7.1** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise, are subject to all rules and regulations of the facility.

**5.7.2** All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.

**5.7.3** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

## **5.8 Communication with Department**

The Contractor shall return calls or emails from the Department during business hours and no later than the next business day or as soon as reasonably possible if the matter is designated as urgent. The Contractor shall ensure County can access Contractor when Contractor's office is closed, by maintaining an answering service, and/or equipping the CR with a cellular phone to receive calls regarding the Contractor's performance of the Contract work. Contractor shall answer calls received within two hours of receipt of the Department's call.

## **5.9 Reporting Injury, Theft, Damage or Vandalism**

The Contractor's Representative shall notify the CA any injury, theft, damage or vandalism to the facilities within 24 hours of its discovery by the Contractor's staff. The report shall be in writing and on a form that is acceptable to the CA.

## **5.10 Reporting Emergency Repairs**

The Contractor's Representative shall immediately notify the CA of any condition of the facilities requiring emergency repairs. After hours' notification shall be made to:

**Edward Martinez, District Manager**

**Office - (310) 454-4249**

**Cellular - (310) 420-7378**

**Email: [EMartinez@bh.lacounty.gov](mailto:EMartinez@bh.lacounty.gov)**

### **5.11 Other Duties**

The Contractor shall perform other duties within the scope of the Contract as required by the Director or his authorized designee.

## **6 SCOPE OF WORK – MAINTENANCE AND MONITORING SEPTIC SYSTEMS MICROSEPTEC MODEL ES-25**

### **ADVANTEX MODELS AX-20, AX-100, AX-MAX 050-14**

#### **6.1 Monthly Services**

Contractor will perform regular in-person, onsite system inspections at a minimum of once a month, or more as necessary to address and resolve any issues found.

##### **6.1.1 Remote System Monitoring**

Contractor shall monitor the system for performance and respond to the system alarms. In the event a system alarm is received, Contractor shall first attempt to correct the system fault remotely. If the system cannot be corrected remotely, contractor shall respond and send a technician to the site within four hours of an alarm and notify the District Manager of the alarm/issue via a phone call, text message or email. Contractor shall ensure phone/data line is in working condition, and if not, coordinate with the phone service provider for repair to ensure a swift response to the system alarms.

##### **6.1.1 Chemical Adjustments**

Contractor shall supply and add Chlorination and De-chlorination tablets as needed. Contractor shall make additional chemical and physical adjustments to the systems, at any point throughout the month, in order to correct exceedances and bring site into compliance based on laboratory analyses of recent sampling events.

##### **6.1.2. Alkalinity and Feed Equipment**

- Inspect Pump Operation (Clean if necessary)
- Inspect Mixing Unit
- Check chemical level (add soda ash when necessary)

##### **6.1.3 Textile Filter Pod**

- Inspect emitters – Clean if necessary
- Inspect textile filters – Clean if necessary
- Inspect recirculation system for proper performance
- Flush laterals

## **6.2 Quarterly Services**

### **6.2.1 Septic Tanks**

Contractor shall perform scheduled preventive maintenance as recommended by the manufacturer. If needed, maintenance shall be performed on a monthly basis. This includes, but is not limited to cleaning, lubricating, inspecting, testing, sampling and adjusting the septic system.

The Contractor shall also perform visual inspections on all septic equipment and notify the CA of any damages found. The Contractor shall inspect all risers for the following:

- Water level;
- Sludge thickness and consistency;
- Clearance of all obstructions;
- Scum thickness and consistency;
- Liquid levels;
- Pumps floats;
- Pump amperage;
- Flow rate; and
- Plumbing Tee's cleared of obstacles.

### **6.2.2 Disinfection**

Contractor shall ensure the following:

- Clean UV disinfection bulbs;
- Replace UV disinfection bulbs.

### **6.2.3 Dispersal Field**

Contractor shall verify flow to Dispersal Box (D-BOX) and inspect and clean any obstructions.

### **6.2.4 Calibrate Telemetry**

Contractor shall inspect and calibrate all sensors and controls to assure proper performance and reporting of the telemetry unit. The Department currently has one cellular telemetry unit at the Royal Palms location. Contractor shall pay for the service fees of the cellular unit and any additional cellular units the Department may deploy.

### **6.2.5 Coordination with Sampling, Laboratory and Reporting Contractors**

Contractor shall communicate and work directly with sampling, laboratory, and Department's report-writing vendor (if not all the same entity) to ensure septic systems are functioning as intended and all aspects of sampling, lab work, and quarterly and annual reports to the

Los Angeles Regional Water Quality Control Board (RWQCB) are handled correctly.

#### **6.2.6 As-Needed Sampling**

Service provider shall perform effluent and groundwater sampling, as necessary, to complete essential septic system maintenance. CA will facilitate information sharing between sampling, laboratory, and maintenance contractors to ensure maintenance provider receives laboratory results in a timely fashion to allow for appropriate maintenance response (i.e., changes/additions to systems to correct sampling exceedances).

#### **6.2.7 Permit-Required Sampling**

Service provider shall perform quarterly, monthly, and weekly effluent and groundwater sampling, as required by the permits for each site, to maintain compliance with RWQCB requirements. CA will facilitate information sharing between sampling, laboratory, and maintenance contractors (if not all the same entity) to ensure maintenance provider receives laboratory results in a timely fashion to allow for appropriate maintenance response (i.e., changes/additions to systems to correct sampling exceedances). When taking samples, Contractor shall:

- Follow all protocols for disinfection of the sampling equipment before pulling sample;
- Gather samples from the same location in the system as designated by the maintenance provider and/or CA;
- Create and maintain a chain of custody that logs all necessary sample data taken at time of sampling;
- Provide the CA and any other designated entities with an annual schedule of approximate sampling dates;
- Notify the CA in advance if any scheduled sampling date needs to be changed; and
- Coordinate with the lab responsible for processing the samples to ensure on-time and in-temperature delivery of samples.

#### **6.2.8 Laboratory Analysis**

Contractor shall process all samples in their own lab or via a subcontracted lab that has been identified prior to any sampling occurring. Subcontracted labs shall be subjected to the insurance coverage as required of the primary contractor before any work can be performed. All analyses are to be conducted at a laboratory certified for such analyses by the California Department of Health Services, and in accordance with United States Environmental Protection Agency (USEPA) guideline procedures and as specified in the monitoring requirements established by the RWQCB. Contractor shall provide lab



reports within 10 business days of sample retrieval. Lab reports are to include:

- Labeling as to site/sample location and notation as to effluent or groundwater. If groundwater, shall be clear as to which groundwater well sample pertains to.
- List of all analytes tested and their respective tested values;
- List of testing protocols used for each analyte;
- Chain of custody (COC) associated with each site's list of analytes, which is to include:
  - Time of sampling for each analyte;
  - Depth of groundwater. If groundwater well is dry, COC should note the depth at which the sounder stopped;
  - All parameters tested in the field such as Chlorine and Alkalinity, with time of testing clearly noted; and
  - Any other requirements as set by the RWQCB or the Department.

### **6.3 Bi-Annual Services**

#### **Septic Tank Pump Outs**

The septic systems shall be pumped out no less than twice a year, usually once before and after the Department's summer season, with at least six months between each pump out. The CA will coordinate with the Contractor to schedule the bi-annual pump outs.

- 6.3.1** Contractor shall pump out, remove, transport and dispose of waste from the septic tank(s) systems on a bi-annual basis. The waste materials shall be disposed of in a manner that complies with all Federal, State, County, and City laws and/or ordinances.
- 6.3.2** Removal will involve the opening of the septic systems, which may include multiple chambers for each site (e.g., septic, recirculating, and sand tanks), vacuuming of contents and loading into proper containment for transportation to authorized waste treatment facilities. Removal will likely require use of a pressure washer or similar device to break up solids to allow for complete removal of wastes. Contractor may need to vacuum the same site multiple times, or use multiple waste trucks, to adequately remove all waste.
- 6.3.3** Contractor shall take "before and after" photos at each location that show the amount of material before the cleaning/removal, and adequately demonstrate that the tanks are completely empty after services have been performed. These photos shall be included as an attachment to the invoice and be clearly labeled as to the location.
- 6.3.4** Contractor shall remove and dispose of all waste specified herein from County property at its own expense.

- 6.3.5** Contractor shall make all arrangements for profiling, loading, and transporting waste. Only fully licensed and permitted recycling or disposal facilities shall be used.
- 6.3.6** If spillage occurs during removal or while the waste is in the possession of the Contractor, the Contractor shall perform any necessary cleaning of the Department's facilities and/or project job sites to restore them to a condition acceptable to the Department's Contract Administrator at the Contractor's expense.
- 6.3.7** Contractor shall provide recommendations, assistance and information regarding state agencies and their procedures when requested by the Contract Administrator.
- 6.3.8** Contractor shall coordinate with the CA or authorized designee to arrange for access to beach locations and will perform pump-outs during middle of the week to minimize interference with beach-going public.
- 6.3.9** If Department personnel reviews the work performed and finds certain sites have not been adequately emptied, contractor will be required to return, at no additional cost to the County, and complete the pump outs before any invoices are paid.
- 6.3.10** Contractor shall submit with its invoice an itemized account of all hazardous waste collected that shall include the following:
- i. Work location;
  - ii. Quantity of wastewater/material pumped from each site; and
  - iii. Destination location of each load.
- 6.3.11** Contractor shall submit copies of a hazardous waste manifests when transporting, storing, transferring, and/or disposing of hazardous waste materials, if required by County.
- 6.3.12** Pump outs may also be required for any specified tank(s) on an emergent or unexpected basis in accordance with Section 8.
- 6.3.13** Septic tanks and their locations that may require pump outs are noted in the table below:

	Facility Name	Address	Tanks to be Pumped
1	Dan Blocker Restroom	26200 Pacific Coast Highway Malibu, CA 90265	Pump septic; 5,670 gallons
2	Point Dume Restroom #1	6900 Westward Beach Rd, Malibu, CA 90265	Pump septic; 3,000 gallons
3	Point Dume Restroom #2	7100 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 3,000 gallons
4	Point Dume Restroom #3	7180 Westward Beach Rd Malibu, CA 90265	Pump septic; 3,000 gallons
5	Malibu Surfrider Restroom	23060 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 12,000 gallons
6	Topanga Beach Restroom	18720 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 8,000 gallons
7	Zuma Beach Restroom #2	29600 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 15,000 gallons
8	Zuma Beach Restroom #3	29750 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 15,000 gallons
9	Zuma Beach Restroom #4	29850 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 15,000 gallons
10	Zuma Beach Restroom #5	30056 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 15,000 gallons
11	Zuma Beach Lifeguard HQ	30050 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 6,840 gallons
12	Zuma Beach Restroom #6	30066 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 15,000 gallons
13	Zuma Maintenance Yard	30100 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 5,000 gallons
14	Zuma Beach Restroom #7	30180 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 15,000 gallons
15	Zuma Beach Restroom #8	30300 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 10,000 gallons

16	Zuma Beach Restroom #9	30490 Pacific Coast Highway, Malibu, CA 90265	Pump septic; 10,000 gallons
17	Royal Palms Restroom	1799 W Pasel del Mar, San Pedro, CA 90732	Pump septic; 2,000 gallons

## 7 REQUIRED REPORTING

### 7.1 Quarterly Reporting

Throughout each month, Contractor shall maintain a log of all work performed at the septic sites listed in Exhibit B (Septic System Locations and Model Types) to the Contract. The logs shall then be compiled and emailed, on a **quarterly basis**, to the CA and her/his designee. Contractor should be available to discuss with the CA the work reported in the quarterly reports to assist in the preparation of the official site reports to the RWQCB.

The monthly log for quarterly reporting shall include the following:

- A record of all observations made per 6.3.1;
- Any work performed on the septic systems;
- Any work performed to correct sampling exceedances;
- Additions or reductions of chemicals, and reasons for addition/reduction;
- System exceedances, and any steps taken to reduce them.

### 7.2 Annual Reports

A summary of all quarterly reports for the septic sites listed in Exhibit B (Septic System Locations and Model Types) to the Contract shall be due annually by January 15 each Contract Year.

### 7.3 Quarterly and Annual Report Submission

For each septic site listed on Exhibit B, with the exception of Zuma Maintenance Yard, for a total of 13 sites, complete **one** report per quarter for a total of 52 quarterly reports, along with 13 annual reports, for a total of 65 reports per year.

The quarterly and annual reports shall be submitted by the following dates each Contract Year:

Reporting Type/Period	Report Due
Quarterly Report/ January – March	<b>April 15</b>
Quarterly Report/ April – June	<b>July 15</b>
Quarterly Report/July – September	<b>October 15</b>

Quarterly Report/October - December	<b>January 15</b>
Annual Report/ January – December	<b>January 15</b>

**7.4 Reports for Submission to the RWQCB**

Contractor shall complete the following tasks for required reporting to the RWQCB:

- Collect and compile information from multiple sources, including, but not limited to, Department personnel, utility providers, analytical laboratories, and regional and state water boards in order to complete these reports. Contractor shall include sampling and laboratory data, acquired from the Internal Services Department and their analytical laboratory vendor, as necessary to complete the reports;
- Review laboratory data, as soon as it's available, to identify exceedances and possible system issues. Contractor shall review exceedances based on the requirements for each site; provide explanations for exceedances and methods to be used to correct exceedances, and include this information in the quarterly and annual reports;
- Compile a list of issues that need to be addressed to bring the septic systems into full compliance. Contractor, along with the Department shall attend meetings with the RWQCB in order to discuss and resolve any outstanding septic system issues.
- Meet periodically at various Department or off-site locations, such as maintenance vendors' offices, in order to gather necessary information to bring all sites into full compliance; and
- Create and maintain a Geotracker account in the State Water Resources Control Board's online data management system for uploading completed reports; submitting quarterly and annual reports, on the Department's behalf on or before the due dates specified by the Waste Discharge Requirements (WDRs) for each site.

**8 EMERGENT/UNEXPECTED WORK**

The CA or his designee may authorize the Contractor to perform emergent/unexpected work (work outside of any monthly, quarterly or bi-annual services) when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing septic tank systems. Emergent/unexpected work shall not commence without written authorization from the CA.

### **8.1 Emergencies**

The CA may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special septic tank maintenance services. The Contractor shall make such services available within two hours of telephone notice.

### **8.2 As-Needed Services**

The Contractor will be responsible to perform minor repairs that do not involve replacement of parts on an as-needed basis.

### **8.3 Replacement Parts**

The County will reimburse the Contractor separately for the parts required to be replaced in the normal course of business (such as UV disinfection bulbs). However, the Contractor must request and receive pre-approval from the CA to procure and replace the parts. The County has discretion as to whether it will, on its own, procure the parts and supply them to the Contractor, or request the Contractor to provide parts.

## **9 FACILITIES, EQUIPMENT AND PARTS FURNISHED BY COUNTY**

### **9.1 Storage**

During the term of the Contract or any extension period, the Contractor may store the equipment and supplies used in performance of the Contract work as directed by the CA. The use of any storage area furnished by the County shall be at the sole risk of the Contractor. It is acknowledged and agreed that any such storage shall not constitute a bailment or storage for hire and that the County shall have no responsibility for protecting the stored property from loss, theft, damage or destruction. The County may revoke permission to use any such storage area on 24 hours' notice.

### **9.2 Keys and Gate Cards**

The County will provide the Contractor with all keys and gate cards that are required to gain access to the facilities. The Contractor's Representative shall report any lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards must be returned to the CA upon Contract termination.

The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

### **9.3 Department Issued Parking Pass**

The Department will provide to the Contractor, on a yearly basis, a parking pass to be placed in the Contractor's vehicle while on County premises in the performance of the contract work. The issued parking pass shall be displayed in a visible area within the Contractor's vehicle.

### CONTRACT DISCREPANCY REPORT

**TO:** \_\_\_\_\_

**DATE ISSUED:** \_\_\_\_\_

**DATE DUE:** \_\_\_\_\_

**CONTRACT SERVICE:** \_\_\_\_\_

**CONTRACT NUMBER:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR RESPONSE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT:**

Signature of Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of County Contract Administrator/Monitor: \_\_\_\_\_ Date: \_\_\_\_\_

*For County Use Only*

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

Satisfactory: Yes  No  Follow-Up Needed: Yes  No  Action Completed: Yes  No

**COUNTY ACTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Contract Administrator/Monitor

\_\_\_\_\_  
Date



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
<b>SAMPLE CONTRACT:</b> SUB-SECTION 5.8 – <i>INVOICES &amp; PAYMENTS</i>	Contractor shall submit invoices by the 15 <sup>th</sup> of each month.	Review of Invoices	\$100 per occurrence
<b>SAMPLE CONTRACT:</b> SUB-SECTION 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Contractor shall have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$50 per occurrence
<b>SAMPLE CONTRACT:</b> SUB-SECTION 8.24 – <i>INSURANCE COVERAGE REQUIREMENTS</i>	Contractor shall maintain required liability amounts and coverages.	Review of Insurance Certificates	\$100 per occurrence
<b>SAMPLE CONTRACT:</b> SUB-SECTION 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor shall certify to, and comply with Form P-6, Contractor's EEO Certification.	Inspection of Files	\$50 per occurrence
<b>SAMPLE CONTRACT:</b> SUB-SECTION 8.38 – <i>RECORD RETENTION &amp; INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified.	Inspection of Files	\$150 per occurrence
<b>SAMPLE CONTRACT:</b> SUB-SECTION 8.40 – <i>SUBCONTRACTING</i>	Contractor shall obtain County's written approval prior to subcontracting any work.	Observation	\$500 per occurrence
<b>STATEMENT OF WORK:</b> SECTION 4.0 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall respond to Contract Discrepancy Report within three working days.	Observation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SUB-SECTION 5.3.1 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as Contractor's Representative.	Observation & Documentation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SUB-SECTION 5.4 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall provide an authorized supervisor for the performance of the Contract.	Observation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 5.7.1 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor's employees shall conduct themselves in a reasonable manner at all times	Observation & Documentation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SUB-SECTION 6.1 - <i>SCOPE OF WORK</i>	Contractor shall send technician to site within 4 hours if unable to respond to alarm remotely.	Observation & Documentation	\$250 per occurrence

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
<b>STATEMENT OF WORK:</b> SUB-SECTION 6.1. – SCOPE OF WORK	Contractor shall provide remote monitoring system of the septic tank system(s).	Observation	\$500 per occurrence
<b>STATEMENT OF WORK:</b> SUB-SECTION 6.2 – SCOPE OF WORK	Contractor shall ensure all monthly services are completed as needed.	Observation	\$250 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 6.3 – SCOPE OF WORK	Contractor shall ensure all quarterly services are completed as needed.	Observation	\$250 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 6.4 – SCOPE OF WORK	Contractor shall perform all pump out services bi-annually and as needed.	Observation	\$250 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 7.0 – SCOPE OF WORK	Contractor shall maintain a log of all work performed at each septic site monthly.	Inspection & Observation	\$150 per occurrence
<b>STATEMENT OF WORK:</b> SUB-SECTION 7.2 – SCOPE OF WORK	Contractor shall submit monthly reports to the CA as specified in 7.2 of the SOW.	Inspection & Observation	\$150 per occurrence
<b>STATEMENT OF WORK:</b> PARAGRAPH 7.3. – SCOPE OF WORK	Contractor shall complete the reporting tasks for report submission to the RQQCB as specified in 7.3 of the SOW.	Inspection & Observation	\$150 per occurrence
<b>STATEMENT OF WORK:</b> SUB-SECTION 8.0 – SCOPE OF WORK	Contractor shall provide emergent/unexpected work as needed and authorized by the CA.	Inspection & Observation	\$100 per occurrence
<b>STATEMENT OF WORK:</b> SUB-SECTION 8.3– FACILITIES AND EQUIPMENT	Contractor shall not replace any parts without pre-approval from the CA.	Inspection & Observation	\$200 per occurrence
<b>STATEMENT OF WORK:</b> SUB-SECTION 9.2 – FACILITIES AND EQUIPMENT	Contractor shall report any lost or stolen keys or gate cards within 24 hours of its discovery.	Inspection & Observation	\$250 per occurrence

Septic System Locations and Model Types

Location	Address	Type of System
Zuma Beach Restroom #1	30066 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-100
Zuma Beach Restroom #2	29600 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-MAX
Zuma Beach Restrooms #3 & #4	29750 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-100
Zuma Beach Restroom #5 & Lifeguard Headquarters	30050 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-100 / Microseptec Model ES-25
Zuma Beach Restroom #6	30066 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-MAX
Zuma Beach Restroom #7	30180 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-MAX
Zuma Beach Restroom #8	30300 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-MAX
Zuma Beach Restroom #9	30490 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-MAX
Zuma Beach Maintenance Yard	30100 Pacific Coast Highway, Malibu CA 90265	AdvanTex Model AX-100
Point Dume Beach Locations #1, 2 & 3	69000, 7100, 7103 Westward Beach Road, Malibu, CA 90265	AdvanTex Model AX-MAX
Dan Blocker Beach	26200 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-20
Malibu Surfrider Beach	23060 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-100
Topanga Beach	18720 Pacific Coast Highway, Malibu, CA 90265	AdvanTex Model AX-100
White Point/Royal Palms Beach	1799 S. Paseo del Mar, San Pedro, CA 90732	AdvanTex Model AX-MAX 050-14

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: Carol Baker  
Title: Deputy Director  
Address: 13837 Fiji Way  
Marina del Rey, CA 90292  
Telephone: (424) 526-7774  
Email Address: CBaker@bh.lacounty.gov

### COUNTY'S CONTRACT ADMINISTRATOR

Name: Kenneth Foreman  
Title: Division Chief  
Address: 13483 Fiji Way, Trailer #1  
Marina del Rey, CA 90292  
Telephone: (424) 526-7840  
Email Address: KForeman@bh.lacounty.gov

Name: \_\_\_\_\_  
Title: Assistant Division Chief  
Address: 13483 Fiji Way, Trailer #1  
Marina del Rey, CA 90292  
Telephone: (424) 526-7841  
Email Address: @bh.lacounty.gov

Name: \_\_\_\_\_  
Title: Administrative Services Manager I  
Address: 13483 Fiji Way, Trailer #1  
Marina del Rey, CA 90292  
Telephone: (424) 526-7846  
Email Address: @bh.lacounty.gov

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_

**CONTRACTOR'S CONTRACT REPRESENTATIVE:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

**COVID-19 Vaccination Certification of Compliance**  
**Urgency Ordinance, County Code Title 2 – Administration, Division 4 –**  
**Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor**  
**Personnel)**

I, \_\_\_\_\_, on behalf of  
\_\_\_\_\_, (the “Contractor”), certify that on County Contract  
\_\_\_\_\_ [ENTER CONTRACT NUMBER AND NAME]:

\_\_\_\_\_ All Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance.

\_\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Contractor Name

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names





Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

**FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER**

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



**ABOUT THE BABY SAFE SURRENDER PROGRAM**

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

**ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.**

**1.877.222.9723  
BabySafeLA.org**

**THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.**



BabySafeLA.org

No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or [BabySafeLA.org](http://BabySafeLA.org)**

English, Spanish and 140 other languages spoken.