

**TRANSMITTAL**

To:  
**THE COUNCIL**

Date: MAR 16 2012

From:  
**THE MAYOR**

**TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.**

 (Matt Karatz)

**ANTONIO R. VILLARAIGOSA**  
Mayor



Los Angeles Housing Department

REGULATORY COMPLIANCE & CODE BUREAU

**LAHD**

1200 West 7th Street, 8th Floor, Los Angeles, CA 90017  
tel 213.808.8826 | fax 213.808.8818  
lahd.lacity.org



Antonio R. Villaraigosa, Mayor  
Douglas Guthrie, General Manager

March 8, 2012

**Council File: 11-1964**  
**Council District: Citywide**  
**Contact Persons:**  
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OFFICE OF THE MAYOR  
RECEIVED  
2012 MAR 15 PM 3:12  
CITY OF LOS ANGELES

Honorable Antonio R. Villaraigosa  
Mayor, City of Los Angeles  
Room 303, City Hall  
200 North Spring Street  
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

**COUNCIL TRANSMITTAL: REQUEST AUTHORITY TO EXECUTE A CONTRACT WITH AG PACIFIC CONSTRUCTION AND DEVELOPMENT CORP. TO PERFORM URGENT REPAIR CONSTRUCTION SERVICES FOR THE LOS ANGELES HOUSING DEPARTMENT'S URGENT REPAIR PROGRAM**

**Summary**

The Los Angeles Housing Department (LAHD) oversees the Systematic Code Enforcement Program (SCEP). The SCEP program is designed to address dangerous, substandard and/or unsanitary and deficient conditions in multi-family residential rental units through routine property inspections of rental units on their compliance with federal, state, and local housing and health codes. Under SCEP, LAHD Inspectors perform regularly scheduled habitability inspections and cite property owners for code violations. The Housing Code allows property owners 30 days to comply with Department orders. If, however, the conditions present an imminent hazard or danger to the health and safety of the tenants, the property owner must correct the conditions within 48 hours. If the property owner neglects to make timely repairs of these conditions within 48 hours, the City (LAMC Chapter IV, Article XV, Section 50.00) authorizes LAHD to intervene and address these critical habitability problems through the Urgent Repair Program.

Through a pre-approved licensed contractor, LAHD facilitates the repair of cited violations to mitigate or resolve hazardous conditions and bring the property into compliance. In most cases, the immediate repair of dangerous code violations eliminates the need to vacate tenants exposed to conditions such as collapsing ceilings or walls, electrical hazards due to faulty wiring, raw sewage spillage or lack of heat in the winter, and reduces the need for relocation assistance expenses borne by the City.

On December 14, 2011, the Mayor and City Council approved LAHD's request to release an RFP for Urgent Repair Program construction services (C.F. 11-1964) and instructed LAHD to report back on its contractor recommendation.

LAHD hereby submits recommendations for AG Pacific Construction and Development Corp. to serve as the Urgent Repair Program contractor to provide the requested services. The contract will be effective for a one-year term beginning April 1, 2012, with two one-year renewal options. The amount of funding for the contract is anticipated at \$300,000 yearly, subject to Community Development Block Grant (CDBG) funding allocated to the Program within the 38<sup>th</sup> Program Year Consolidated Plan (38<sup>th</sup> PY Con Plan) (C.F. 11-1593).

### **Recommendations**

The General Manager of the Los Angeles Housing Department respectfully requests that:

1. Your office schedule this transmittal for review at the next available meeting(s) of the appropriate City Council committee(s) and forward this transmittal to City Council for consideration and approval immediately thereafter;
2. The City Council, subject to the approval of the Mayor, take the following actions:
  - A. Authorize the General Manager of LAHD, or designee, to negotiate and execute a contract with AG Pacific Construction and Development Corp. up to the amount of Community Development Block Grant funds allocated to the Urgent Repair Program in the 38<sup>th</sup> Program year Consolidated Plan effective for a one-year term beginning April 1, 2012, with two one-year renewal options, subject to the approval of the Mayor and City Council of the 38<sup>th</sup> Program Year Consolidated Plan and approval of the City Attorney as to form;
  - B. Authorize the General Manager of LAHD, or designee, to prepare Controller's instructions for any necessary technical adjustments consistent with the Mayor and Council action on this matter, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

### **Background**

The Urgent Repair Program was established by the City in 1997. The program was created to address critical habitability problems in multi-family buildings where landlords or property

owners fail to repair conditions that threaten the immediate health or safety of tenants. The program follows an inspector's issuance of a 48-hour correction notice to the property owner for violations that pose health or safety threats to tenants. LAHD issues these Orders, along with the Department of Building and Safety, the Fire Department and the Los Angeles County Health Department. If the property owner fails to correct the violations within a timely manner, the ordinance authorizes LAHD to make the repairs through a licensed contractor. Typical repairs include the clean up of excessive sewage, the restoration of hot water, roof and structural repairs, the repair of unsafe stairways and the provision of basic fire safety protections.

The LAHD bills the owner to recover all costs incurred for construction services performed under the URP including administrative fees and may record a lien against the property on the County of Los Angeles Secured Tax Roll for non-payment (Los Angeles Administrative Code Section 7.35.3).

Over the past decade, LAHD has successfully executed and awarded contracts through the RFP selection process, facilitated the timely repair of hundreds of urgent habitability violations, and improved living conditions for thousands of City residents.

The proposed contract will provide a contractor to continue performing the necessary urgent repair work in a timely manner to prevent the unnecessary displacement of tenants, particularly during the winter months when the referrals for the basic need of adequate heating systems is a primary concern.

### **RFP Process**

In September 2011, in compliance with Charter Section 1022, the Personnel Department identified classifications within the City capable of performing the tasks outlined in the RFP. However, representative from those departments indicated that they do not have sufficient staff to perform the work.

In December 2011, the City Administrative Officer determined in accordance with Charter Section 1022 that the URP construction services can be performed more feasibly by contract than by City employees.

On December 27, 2011, LAHD released and publicized the RFP on the City's Los Angeles Business Assistance Virtual Network (LABAVN) and the LAHD Internet web page. LAHD also published a public notice in the Daily Journal to solicit qualified bidders and notified all of the City Council District Offices.

On January 10, 2012, LAHD held a Proposer's Conference where more than 30 contractors attended. Proposal submissions were due to LAHD on February 10, 2012. LAHD received four proposal responses by the deadline. LAHD recommends the highest scored proposer in this transmittal for funding to provide URP construction services.

**Scoring**

LAHD assembled a review panel of three LAHD staff members: a Rehabilitation Project Coordinator, a Senior Housing Inspector, and a Housing Inspector. The range of staff expertise included, but was not limited to, policy and program analysis, financial analysis, technical knowledge of local housing rehabilitation and code standards, and knowledge of Federal, State, and local housing rules and regulations.

Table 1 below indicates the evaluation criteria utilized by the review panel.

Table 1: Evaluation Criteria

Criteria/Element	Number of Points	Maximum Score
<b>Demonstrated Effectiveness and Capacity</b>		<b>40</b>
Program Operations	10	
Ability	10	
Quality	10	
Timeliness	10	
<b>Home Repairs Service Experience</b>	<b>30</b>	<b>30</b>
<b>Program Design</b>		<b>30</b>
Repair Work Operations Plan	15	
Cost	15	
<b>Total Possible Points (Plus 8% added to total for Local Business Preference Ordinance)</b>		<b>100</b>

The URP Contract Administrator conducted a threshold review of the four proposal packages received to ensure the proposals were complete and fully responsive to the criteria set forth in the RFP and recommended each for scoring. Each panelist reviewed and independently scored the proposals. Final scores in Table 2 reflect an average of all scores.

Table 2: Final Average Scores

Proposer:	AG Pacific Construction and Development	Dexterous Construction	Forever Active, Inc.	HRB
<b>Average Total Evaluation Points</b>	<b>84</b>	<b>79</b>	<b>77</b>	<b>67</b>
<b>8% Local Eligibility</b>	6.7	6.3	6.2	5.4
<b>Total Points Awarded</b>	<b>90.7</b>	<b>85.3</b>	<b>83.2</b>	<b>72.4</b>

Of the proposals received, the review panel selected AG Pacific Construction and Development as the most qualified and experienced proposer. On February 27, 2012, LAHD posted the results of the RFP on the labavn.org website and notified the proposers of the results of the RFP evaluation process. LAHD informed non-selected proposers of their right to appeal procedural issues related to the RFP process within five business days from the date of the notice; LAHD did not receive any written appeals within the specified timeframe.

### **Contract Negotiation**

LAHD will negotiate a contract with the selected contractor. Attached is the draft contract subject to Mayor and City Council approval. LAHD has forwarded a copy of the proposed contract to the City Attorney for concurrent review and approval as to form.

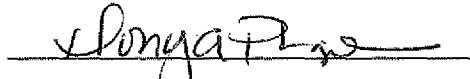
Compensation is determined on a fee performance basis. LAHD negotiates rates for repair work based upon both the Price Specification and Fee Schedule submitted by the contractor in the RFP response and the Department's own price analysis. The contractor is required to submit a written bid for the work to be performed at the designated site address detailing the work to be performed, location, and cost per line item to the LAHD Urgent Repair Program Manager. The contractor may not commence the repair work until LAHD accepts the bid and approves the repair work. The contractor will be paid on a reimbursement basis upon submission of invoices and documentation and approval by LAHD of completed work and costs. There is no guarantee that LAHD will request any minimum or maximum amount of services during the term of the Agreement.

The current agreement is set to expire on March 31, 2012. Program Year 2012-13 commences April 1, 2012. As a result, it is imperative that LAHD have a new contract in place to prevent a gap in urgent repair services and enforcement of the URP Ordinance.

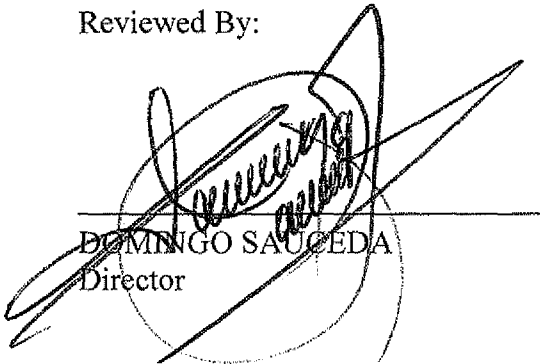
### **Fiscal Impact**

There is no impact to the General Fund. Funding for the proposed contract is subject to the funding allocated within the 38<sup>th</sup> PY Con Plan. LAHD estimates that up to \$300,000 will be available for the first year of the proposed URP contract based on the current and previous year funding allocations.

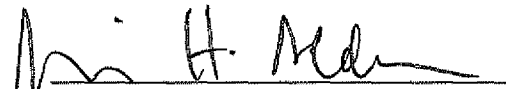
Prepared By:

  
DONYA PLAZO  
Senior Management Analyst I

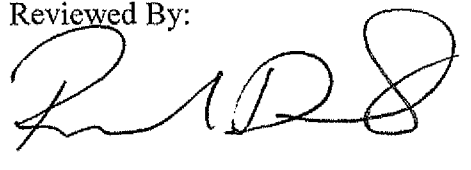
Reviewed By:

  
DOMINGO SAUCEDA  
Director

Reviewed By:

  
ROBERTO ALDAPE  
Assistant General Manager

Reviewed By:

  
RUSHMORE CERVANTES  
Executive Officer

Approved By:

  
DOUGLAS GUTHRIE  
General Manager

Attachment: Draft Personal Services Agreement

**PROFESSIONAL SERVICES AGREEMENT**

**D R A F T**

Contractor: AG PACIFIC CONSTRUCTION AND DEVELOPMENT CORP.

Title: **URGENT REPAIR PROGRAM**

Said Agreement is Number \_\_\_\_\_ of City Contracts



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## EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Notice of Prohibition against Retaliation
- Exhibit E Management Representation Statement
- Exhibit F Specification and Fee Schedule

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
AG PACIFIC CONSTRUCTION AND DEVELOPMENT CORP.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and AG PACIFIC CONSTRUCTION AND DEVELOPMENT CORP. hereinafter called the Contractor.

RECITALS

WHEREAS, the Los Angeles Housing Department, hereafter called the LAHD, is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the LAHD cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project which is the subject of this agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the LAHD budget by the U.S. Department of Housing and Urban Development (Grantor/HUD) pursuant to the Community Development Block Grant Program; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 11-1964 dated \_\_\_\_\_ with Mayor's concurrence dated \_\_\_\_\_) which authorizes the General Manager of the Los Angeles Housing Department to prepare and execute the Agreement.

NOW, THEREFORE, the City and the Contractor agree as follows:

## **1. INTRODUCTION**

### **§101 Parties to the Agreement**

The parties to this Agreement are:

The City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, Los Angeles, California 90012.

The Contractor, known as AG Pacific Construction and Development Corp., having its principal office at 4711 Oakwood Avenue, #202, Los Angeles, CA 90004.

### **§102 Representatives of the Parties and Service of Notices**

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

The representative of the City shall be, unless otherwise stated in the Agreement:

Douglas Guthrie, General Manager  
Los Angeles Housing Department  
1200 West 7th Street, 9th Floor  
Los Angeles, CA 90017

With copies to:  
Domingo Saucedo, Code Enforcement Director  
Los Angeles Housing Department  
1200 West 7th Street, 8th Floor  
Los Angeles, CA 90017

The representative of the Contractor shall be:

Alex Guillen, President  
AG Pacific Construction and Development Corp.  
4711 Oakwood Avenue, #202  
Los Angeles, CA 90004

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

### **§103 Independent Contractor**

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee

of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

#### **§104 Conditions Precedent to Execution of This Agreement**

Contractor shall provide copies of the following documents to the City:

Proof of insurance as required by the City in accordance with Section 414 of this Agreement and attached hereto as Exhibit A and made a part hereof.

Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12459 and 12689 in accordance with §416.A.1.a.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.

Certifications and Disclosures Regarding Lobbying in accordance with §416.A.1.a.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affect the accuracy of the information contained in any Disclosure Form previously filed by Contractor.

A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.

A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §420.

A Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with §423 of this Agreement and the Slavery Disclosure Ordinance in accordance with §425.

#### **§105 Definitions**

The following words and phrases, whenever used in this Agreement, shall be constructed as defined in this section unless the context within the individual sections clearly indicates otherwise.

The term "24-hour emergency cases" includes but is not limited to sewage overflow, dangerous wiring, fire safety systems, unsafe structure, and roof.

The term "48-hour emergency cases" includes but is not limited to minor repairs that do not require immediate action but may constitute urgent cases, such as the replacement of a heating unit, wall repair, and debris removal.

## **2. TERM AND SERVICES TO BE PROVIDED**

### **§201 Time of Performance**

The term of this Agreement shall commence on **April 1, 2012** and end **March 31, 2013**, for a period of one year, with two-one year renewal options, subject to funding availability,

Contractor's continuing compliance with applicable Federal, State and local government legislation, and satisfactory Contractor's performance. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §414 herein.

## **§202 Services to be Provided by the Contractor**

- A. Contractor shall provide contractual services which are supported by the work task schedule identified in this section. There is no guarantee that the City will request any minimum or maximum amount of services during the term of this Agreement. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.
- B. Contractor shall provide a bid for the work to be performed at the designated site address within 24-hours of site visit, detailing work to be performed, location, and cost per line item.
- C. Contractor shall submit change orders for extra work in writing to LAHD for approval prior to commencement of the change order work. Change orders shall include a detail of the extra work to be performed, additional cost per line item, and amount of extra time required to complete the work.
- D. Contractor shall be available on a 24-hour basis involving 24-hour emergency cases, such as the vacation of a building due to sewage overflow or due to dangerous electrical wiring. The contractor shall have the specialized equipment and training for performing the required work.
- E. Contractor shall commence work within 24 hours of notification from LAHD acceptance of bid for 24-hour emergency cases and within 48 hours of notification from LAHD acceptance of bid for 48-hour emergency cases.
- F. Contractor shall be a State of California License A or B contractor with the ability to subcontract work to complete urgent repairs to the property.
- G. Contractor shall maintain a valid contractor's license in good standing with the California Contractors State License Board throughout the duration of the contract.
- H. Contractor shall perform all construction work according to the Los Angeles Municipal Codes for Building, Plumbing and Mechanical installations, the Los Angeles Zoning and Electrical Codes, and the Los Angeles Housing Department requirements. Where applicable, work shall be in accordance with lead-based paint regulations.
- I. Contractor shall be fully responsible for obtaining all necessary permits and licenses as required by the City of Los Angeles Department of Building and Safety, and the State of California.
- J. Contractor shall have the right to enter private, residential premises for the purpose of performing repairs pursuant to the contract terms, and for no other purpose. If entry is refused on any portion of the premises, Contractor shall not enter that portion of the premises and shall notify LAHD immediately.

### **3. PAYMENT**

#### **§301 Compensation and Method of Payment**

The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed three hundred thousand dollars (\$300,000). The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.

The Contractor shall submit monthly invoices to LAHD. Each monthly invoice shall be submitted on the Contractor's letterhead and include the following: a) date of invoice and period covered; b) LAHD contract number; c) incident number; d) detailed description of the services provided for each address and the amount for each address; e) total payment due and due date; f) certification by a duly authorized officer; g) remittance address; h) documentation of permits required for completion of the work; and i) signed Labor and Materials Waiver and Release forms for labor, services, equipment and materials furnished to the Contractor for the referenced job. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.

It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

Funding for all periods of this contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal.Gov.Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.



#### **4. STANDARD PROVISIONS**

##### **§401 Construction of Provisions and Titles Herein**

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Contractor. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The word "days" means calendar days, including weekends and holidays, unless otherwise specifically provided.

##### **§402 Applicable Law, Interpretation and Enforcement**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

In any action arising out of this contract, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

##### **§403 Integrated Agreement**

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

##### **§404 Excusable Delays**

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

#### **§405 Breach**

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

This contract may be terminated immediately for any violation of City Lobbying Ordinances.

In the event the CITY terminates this agreement as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its cost and damages, including, but not limited, any excess costs for such services.

If, after notice of termination of this contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to §503 Termination of Agreement.

#### **§406 Prohibition Against Assignment or Delegation**

The Contractor shall not assign, delegate, subcontract, transfer, or otherwise alienate this Agreement, nor assign or transfer any right, interest or obligation in this Agreement, including the right to payment, without prior written consent of the City.

The Contractor shall not enter into any agreement with any other party under which such other party shall become the recipient of claims due or to become due to the Contractor from the City without prior written consent of the City.

#### **§407 Permits**

The Contractor and its officers, agents, employees and subcontractors shall obtain and maintain all permits and licenses necessary for the Contractor's performance hereunder and shall pay any fees required therefore. The Contractor further certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

#### **§408 Nondiscrimination and Affirmative Action**

- A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, color, religion, sex, national origin, ancestry, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, medical condition, citizenship, and political affiliation or belief. The

Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).

- B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000), but not more than One Hundred Thousand Dollars (\$100,000), the Equal Employment Opportunity practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of One Hundred Thousand Dollars (\$100,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.
- D. No person shall on the grounds of race, ancestry, color, national origin, sex, sexual preference, age, physical handicap, marital status or domestic partner status be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations, Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

#### **§409 Claims for Labor and Materials**

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

#### **§410 Los Angeles City Business Tax Registration Certificate**

The Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

#### **§411 Retention of Records, Audit and Reports**

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the

expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

## **§412 Bonds**

All bonds that may be required hereunder shall conform to City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

## **§413 Indemnification**

Except for the active negligence or willful misconduct of City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the Contractor or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California and the CITY. The provision of Section §413 shall survive expiration or termination of this Contract.

## **§414 Insurance**

### **A. General Conditions**

1. During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit A hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions And Information On Complying With City Insurance Requirements (Revised 10/09) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; 3) be primary with respect to City's insurance

plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverage and limits shall be described by contractor in RFP. These coverages and limits should be tailored to the individual subcontract. For City contracts, **Required Insurance and Minimum Limits** are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **Track4LA™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City of Los Angeles insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).

#### B. Modification of Coverage

City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

#### C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Administrative Officer/Risk Management/Insurance and Bonds prior to the inception of any operations or tenancy by Contractor. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

#### D. Workers' Compensation

By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

## **§415 Conflict of Interest**

### **No City-funded Employees as Board Members**

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

### **Conflict of Interest**

Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
- b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

### **Definitions:**

- d. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- e. The term "financial or other interest" includes but is not limited to:

- (1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - (2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- f. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.

The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

The Contractor shall not subcontract with a former director, officer, or employee within an one-year period following the termination of the relationship between said person and the Contractor.

For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

The Contractor shall incorporate the foregoing subsections of this Section into every agreement that its enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

#### **§416 Compliance with State and Federal Statutes and Regulations**

Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditure.

Statutes and Regulations Applicable To All Grant Contracts

a. Contractor shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Contractor shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

(1) Office of Management and Budget (OMB) Circulars

(a) Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations.)

(2) Single Audit Act

(a) If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act. The provisions of this paragraph survive expiration or termination of this Contract.

(3) Americans with Disabilities Act

(a) Contractor hereby certifies that it will comply with the Americans with Disabilities Act 42, USC § 12101 *et seq.*, and the Americans with Disabilities Amendments Act (ADAAA) Pub. L. 110-325 and all subsequent amendments. Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act 42, USC § 12101 *et seq.*, and the Americans with Disabilities Amendments Act (ADAAA) Pub. L. 110-325 and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Contract, to the extent allowed hereunder shall be subject to the provisions of this paragraph.



(4) Political and Sectarian Activity Prohibited

- (a) None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- (b) If this Agreement provides for more than One Hundred Thousand Dollars (\$100,000) in grant funds or more than One Hundred Fifty Thousand Dollars (\$150,000) in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit E. No funds will be released to Contractor until the Certification is filed.
- (c) Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

- (a) At any time during normal business hours and as often as the City, the U.S. Comptroller General and the Auditor General of the State of California may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General and the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- (b) Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

(6) Records Maintenance

- (a) Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents

specified in this agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

(7) Subcontracts and Procurement

- (a) Contractor shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- (b) Contractor shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The Contractor shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

(8) Labor

- (a) Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- (b) Contractor shall comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- (c) Contractor shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment.
- (d) None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645 *et seq.*
- (e) Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

(9) Civil Rights

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*) as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e); (m) the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act (ADAAA), Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233.

(10) Environmental

- (a) Contractor shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (b) Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d)

evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) §508 of the Clean Water Act (38 U.S.C. 1368).

- (c) Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- (d) Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures
- (e) Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- (f) Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (g) By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

(11) Preservation

- (a) Contractor shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*).

(12) Suspension and Debarment

- (a) Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.
  
- (13) Drug-Free Workplace
  - (a) Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.
  
- (14) Miscellaneous
  - (a) Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 *et seq.*)
  - (b) Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 *et Seq.*) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC 13212).
  
- (15) Faith Based Activities
  - (a) Contractor shall comply with 24 CFR 570.200(j) regarding Faith Based Activities.
  
- (16) Pro-Children Act of 1994
  - (a) Contractor must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's

services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

- (b) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

(17) American-Made Equipment/Products

- (a) Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

- (18) Contractor shall administer this Agreement in accordance with OMB requirements contained in the following Circulars: Common Rule, Subpart C, for public agencies, or 2 CFR 215 for nonprofit organizations.

Statutes and Regulations Applicable To This Particular Grant

Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- b. The Housing and Community Development Act of 1992 (42 USC §5301 *et seq.*) as amended, 24 CFR parts 84, 85, 500 *et seq.*
- c. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code § 11164 *et seq.* and specifically §§ 11165.7, 11165.9, 11166.

**§417 Federal, State and Local Taxes**

Federal, State and local taxes shall be the responsibility of the Contractor as an independent Contractor and not as a City employee.

**§418 Inventions, Patents and Copyrights**

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the invention promptly and fully to the City. The City shall report the fact and disclose the invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, The Grantor shall determine whether to seek protection on the invention. The Grantor shall determine how the rights in the invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy")

embodied in the Federal Acquisition Regulations System which is based on Ch. 18 of the title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 (Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, Comp., p. 262)). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

#### B. Rights to Use Inventions

City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

#### C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

#### D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404 (a)).
2. Obligations Binding on Subcontractors: Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

#### E. Ownership

1. Except where City has agreed in a signed writing to accept a license, City shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of

creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement.

2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know-how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Agreement, Contractor may access and utilize certain of City Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of City Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City. Except as otherwise set forth herein, neither Contractor nor City shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City, Contractor agrees to abide by all license and confidentiality restrictions applicable to City in the third-party's license agreement.
5. Contractor agrees to cooperate with City in establishing or maintaining City's exclusive rights in the Intellectual Property, and in assuring City sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to



City all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City and which result directly indirectly from this Contract or any subcontract.

6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City Intellectual Property rights and interests.

#### F. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to City, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

#### G. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire", whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act; and (ii) that person shall assign all right, title, and interest to City to any work product

made, conceived, derived from or reduced to practice by Contractor or City and which result directly or indirectly from this Contract.

2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City.

#### H. Patent Rights

With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to City a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City, without additional compensation, all its rights, title and interest in and to such inventions and to assist City in securing United States and foreign patents with respect thereto.

#### I. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining City prior written approval; and (ii) granting to or obtaining for City, without additional compensation, a license, as described in §516F.3 above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City.

#### J. Warranties

1. Contractor represents and warrants that:
  - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, its modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently

no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.

- b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
  - d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City in this Agreement.
  - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
  - f. It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City makes no warranty that the intellectual property resulting from this subgrant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued

#### K. Intellectual Property Indemnity

- 1. Contractor shall indemnify, defend and hold harmless City and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based

on a patent, trademark or copyright registration that was issued after the effective date of this Contract. City reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City.

2. Should any Intellectual Property licensed by the Contractor to City under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City. City shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
3. Contractor agrees that damages alone would be inadequate to compensate City for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City would suffer irreparable harm in the event of such breach and agrees City shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### L. Obligations Binding on Subcontractors

Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subagreements.

#### M. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### **§419 Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

1. Contractor assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO;

2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
3. The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition against Retaliation provided by the City.
4. Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
5. Contractor shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Under the provisions of §10.36.3(c) and §10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated provisions of the LWO and the SCWRO.

Where under the LWO §10.37.6(d), the designated administrative agency has determined (a) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO §10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

#### **§420 Earned Income Tax Credit**

This Contract is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

#### **§421 Business Inclusion Program**

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive No. 14 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

#### **§422 Equal Benefits Ordinance**

Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO) §10.8.2.1 of the Los Angeles Administrative Code, this Contract is subject to the provisions of the EBO as amended from time to time.

During the performance of the Contract, the Contractor certifies and represents that the Contractor/Consultant will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section at (213) 847-1922.”

The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.

If the Contractor fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40 *et seq.*, Contractor Responsibility Ordinance.

If the Office of Contract Compliance determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40 *et seq.*, Contractor Responsibility Ordinance.

#### **§423 Contractor Responsibility Ordinance**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect

Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of §10.40.3(a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

#### **§424 Slavery Disclosure Ordinance**

This contract may be subject to the Slavery Disclosure Ordinance in the future. If so, Contractor will be notified of the applicability by the City.

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, §10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement.

#### **§425 Restriction on Disclosures**

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

#### **§426 Child Support Assignment Orders**

This Contract is subject to §10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; 2) that the principal owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code §5230 *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to §10.10.b of the Los Angeles Administrative Code, failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the

Contractor under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City. Any subcontract entered into by the Contractor relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor to obtain compliance of its subcontractors shall constitute a default by the Contractor under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by the City.

Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

#### **§427 First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.

2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Los Angeles Housing Department (LAHD), which will refer individuals for interview; b) Interview qualified individuals referred by LAHD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR/CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation,



required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR/ CONSULTANT has violated provisions of the FSHO

#### **§428 Contractors' Personnel**

Contractor shall only assign personnel to this job that are qualified for this assignment by experience and/or education to perform the tasks under this Agreement in the event anyone is replaced or terminated, CONTRACTORS shall notify the CITY in writing, within five (5) days after termination, and provide information regarding the replacement employee's work and educational experience and qualifications.

#### **§429 Warranty and Responsibility of Contractor**

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession doing the same or similar work under the same or similar circumstances.

### **5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS**

#### **§501 Defaults**

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Suspend project operations in accordance with §502 of this Agreement; or
4. Terminate the Agreement.

#### **§502 Suspension of the Agreement**

The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.

Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §414 (Insurance) herein. Performance shall not resume without the prior written approval of City.

### **§503 Termination of Agreement**

The parties agree that at any time during the term of this Agreement either party may terminate this Agreement, or any part of the Agreement, for convenience upon giving the other party at least 30 days written notice prior to the effective date of the termination, which date shall be specified in the notice

The City is not required to use other remedies provided in the Agreement prior to issuing a 30-day notice to terminate the Agreement.

Contractor shall retain and dispose of all customers' documents and related records required by the Contractor under this Agreement, in accordance with City Directives or written instructions.

All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

Contractor shall return to the City all equipment that was purchased with City grant funds pursuant to the Agreement.

In the event Contractor dissolves or otherwise goes out of existence, copies of all records relating to the project or activity that are the subject of this Agreement shall be furnished to the City.

Upon satisfactory completion and documentation of the termination activities, the City shall determine the total amount of funds earned by the Contractor.

The City may withhold any payments due to the Contractor after notice of termination has been issued for the purpose of set-aside until the exact amount of damages or unearned dollars due to the City from the Contractor is determined.

Subsections B, C, D, E and F above shall also apply to Agreements terminating upon the date specified in §201 of the foregoing Agreement or upon completion of performance of this Agreement.

### **§504 Notices of Suspension or Termination**

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

### **§505 Waiver**

- A. Waiver of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.
- B. No Waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

### **§506 Amendments**

Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement.

## **6. ENTIRE AGREEMENT**

### **§601 Complete Agreement**

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

### **§602 Number of Pages and Attachments**

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes \_\_\_\_\_ (XX) pages and six (6) Exhibits which constitute the entire understanding and agreement of the parties.

**7. SIGNATURE PAGE**

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY: Executed this \_\_\_\_ day of \_\_\_\_\_, 2011

CARMEN A. TRUTANICH, City Attorney

By \_\_\_\_\_  
Deputy/Assistant City Attorney  
Date \_\_\_\_\_

For: THE CITY OF LOS ANGELES

DOUGLAS GUTHRIE  
General Manager  
Los Angeles Housing Department

ATTEST:

JUNE LAGMAY, City Clerk

By: \_\_\_\_\_

By \_\_\_\_\_  
Deputy City Clerk

Executed this \_\_\_\_ day of \_\_\_\_\_,

2011  
Date \_\_\_\_\_

For: «Contractor»

(Contractor's Corporate Seal)

By: \_\_\_\_\_  
Print Name «First\_Name» «Last\_Name»  
Title: «Title»

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title: \_\_\_\_\_

City Business License Number: «BTRC »  
Internal Revenue Service ID Number: «TAX ID»  
Council File Number: 11-1964; Date of Approval: \_\_\_\_\_  
Said Agreement is Number \_\_\_\_\_ of City Contracts

## EXHIBIT A INSURANCE REQUIREMENTS

Form Gen. 146 (Rev. 9/06)

### Required Insurance and Minimum Limits

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

Date: 09/08/2011

Agreement/Reference: Urgent Repair Program (URP) Construction Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
<input checked="" type="checkbox"/>	<b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	
		WC <u>Statutory</u>
		EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers Jones Act	
<hr/>		
<input checked="" type="checkbox"/>	<b>General Liability</b>	<b>\$1,000,000</b>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Fire Legal Liability	
<input type="checkbox"/>	Sexual Misconduct	
<hr/>		
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<b>\$1,000,000</b>
<hr/>		
<input type="checkbox"/>	<b>Professional Liability</b> (Errors and Omissions)	
	Discovery Period _____	
<hr/>		
<input type="checkbox"/>	<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/>	All Risk Coverage	
<input type="checkbox"/>	Flood	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Boiler and Machinery	
<input type="checkbox"/>	Builder's Risk	
<hr/>		
<input type="checkbox"/>	<b>Pollution Liability</b>	
<hr/>		
<input type="checkbox"/>	<b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/>	<b>Crime Insurance</b>	
<hr/>		
Other: _____		
_____		
_____		
_____		
_____		

**EXHIBIT A**  
**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**  
*(Share this information with your insurance agent or broker.)*

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) **AND** an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

**Acceptable Alternatives to Acord Certificates and other Insurance Certificates:**

A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval. Additional Insured Endorsements **DO NOT** apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically ([CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org)) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through Track4LA will delay the insurance approval process as documents will have to be manually processed.**

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**EXHIBIT B**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR/BORROWER/AGENCY

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**Exhibit B (cont.)**  
**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EXHIBIT C**  
**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans**  
**and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR/BORROWER/AGENCY

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT D**  
**NOTICE OF PROHIBITION AGAINST RETALIATION**

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [www.lacity.org/BCA/lwo\\_retaliation\\_English.pdf](http://www.lacity.org/BCA/lwo_retaliation_English.pdf) and in Spanish at [www.lacity.org/BCA/lwo\\_retaliation\\_spanish.pdf](http://www.lacity.org/BCA/lwo_retaliation_spanish.pdf)). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES**  
**WORKING ON CITY CONTRACTS**  
**RE: LIVING WAGE ORDINANCE AND**  
**PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities Enforcement Section at (213) 847-1922.

**CITY OF LOS ANGELES**  
**Department of Public Works**  
**Bureau of Contract Administration**  
**Office of Contract Compliance**  
**1149 S. Broadway Street, 3<sup>rd</sup> Floor**  
**Los Angeles, CA 90015**  
**Phone: (213) 847-1922 — Fax: (213) 847-2777**

## EXHIBIT E

### A. MANAGEMENT REPRESENTATION

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, am authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True  False

2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True  False

3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.

True  False

4. Except as recorded or disclosed to you herein, I know of no instances of:

- a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True  False

- b. Guarantees, whether written or oral, under which the Contractor is contingently liable.

True  False

- c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True  False

5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True  False

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.
- True  False
7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.
- True  False
8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.
- True  False
9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
- True  False
10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.
- True  False
11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.
- True  False
12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.
- True  False
13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.
- True  False
14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.
- True  False

15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.

True  False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

For:

\_\_\_\_\_  
Signature (Person Authorized by the Board of Directors to Bind Corporation)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

**EXHIBIT F**

**City of Los Angeles Housing Department  
URGENT REPAIR PROGRAM**

***PROPOSED SPECIFICATIONS AND FEE SCHEDULE***

**PLUMBING**

<b>1</b>	<b>PLUMBING: WATER LINES</b>	<b>\$</b>
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Provide and replace 200 ft of hot & cold water piping within a 1<sup>st</sup> floor unit with minimum Type "L" copper. All new piping shall run parallel to the building construction. No occupied dwelling unit, subject to the Urgent Repair Program (URP), shall be without hot and cold water supplied to not less than one kitchen sink and one functional bathroom with lavatory, water closet and bathing facility between the hours of six p.m. and seven a.m. All new piping shall be concealed in walls, below the floor or above the ceiling. Piping shall be properly supported and level. Install tub/shower pressure balance control valve. Hot and cold water lines shall be at least 6" apart when parallel, and hot water lines shall be provided with insulation as required. Repairs shall be made to return all surfaces affected by this work reasonably close to original condition. Obtain Permit and final inspection approval from the Los Angeles Department of Building & Safety (LADBS) as required.

<b>2</b>	<b>PLUMBING: WATER SERVICE</b>	<b>\$</b>
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Remove and replace 50' existing water service piping from the water meter to the house connection with minimum Type "L", 1" copper piping. Include new ball valve and pressure regulator. Gate valve is to be located in a suitable, readily accessible location. All excavation, backfill and compaction included. Repairs shall be made to return all surfaces affected by this work reasonably close to original condition. Obtain Permit and final inspection approval from the Los Angeles Department of Building and Safety as required.

<b>3</b>	<b>PLUMBING: WATER HEATER REPLACEMENT</b>	<b>\$</b>
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Provide and install new water heater as follows: 40 gallon capacity, A.G.A. approved as required by law, automatic gas cut-off as required by law to close both main and pilot gas valves in case of pilot flame failure. **GUARANTEE:** Manufactures full minimum 5-year guarantee. **RELIEF VALVE:** Install new ASME rated pressure and temperature relief valve, and connect to existing drain piping to exterior. **INSTALLATION:** Set water heater level; connect water, gas line, and exhaust piping to existing exterior connection in ceiling. Remove old water heater from premises. Repairs shall be made to return all surfaces affected by this work reasonably close to original

condition. Obtain Permit and final inspection approval from the Los Angeles Department of Building & Safety as required.

<b>4</b>	<b>PLUMBING: WATER HEATER ENCLOSURE (NEW)</b>	<b>\$</b>
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Relocate water heater 10' to outside of 2 story building, and onto new 2½" concrete pad. Provide and install new galvanized metal water heater enclosure. Include conductor piping, double-wall vent piping, supports, cap, T&P valve with 4' copper drain piping, new ball valve. Strap water as required, and provide & install insulating blanket. All water piping to be done with Type "L" copper. Provide and install 15' of gas piping, new gas valve and 18" gas flex. Repairs shall be made to return all surfaces affected by this work reasonably close to original condition. Obtain Permit and final inspection approval from the Los Angeles Department of Building and Safety as required.

<b>5</b>	<b>PLUMBING: BLOCKED DRAIN/ROOT/DEBRIS REMOVAL</b>	<b>\$</b>
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Clear main drain line and main sewer line to allow the intended flow of drainage to the City main using approved equipment designed to clean roots, settled debris, and/or obstructions. Includes clean-up and removal of any associated debris from premises.

<b>6</b>	<b>PLUMBING: TRAP AND 16" TRAP ARM</b>	<b>\$</b>
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Remove and replace existing drain trap and 16" arm with new materials per code. Include all labor & parts associated with this repair, & clean-up and disposal of old parts.

<b>7</b>	<b>PLUMBING: GAS LINE REPLACEMENT</b>	<b>\$</b>
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Remove deteriorated and/or leaking gas piping serving 3 fixtures. Provide and install 20'-1", 15'-3/4" and 40'-1/2" approved gas line piping, inclusive of all fittings, valves, and new gas flexes. Replace all runs, both vertical & horizontal, and properly support. Repairs shall be made to return all surfaces affected by this work reasonably close to original condition. Obtain Permit and final inspection approval from the Los Angeles Department of Building & Safety as required.



<b>8</b>	<b>PLUMBING: CAP ALL LINES (for Vacant unit)</b>	<b>\$</b>
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Provide and install all necessary fittings to properly cap all drain lines, water lines and gas piping for a 2 bedroom, 1 bath unit, containing a kitchen with a free standing range, a water heater, and 2 wall heaters.

**STAIRS , STEPS, RAILINGS AND CONCRETE**

<b>9</b>	<b>METAL &amp; CONCRETE STAIRWAY TO SECOND FLOOR UNIT</b>	<b>\$</b>
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Remove unsafe wooden stairway, and haul debris away from site. Provide and install new metal stringers, supports, footings, and new reinforced concrete treads, welded or bolted to the stringers. Stairway is to receive 2" tubular handrails, and intermediate railings for full length, including landings as required. Repair affected areas to match adjacent surfaces. All metal surfaces are to be primed. Welding requires *continuous inspection* by a Deputy Inspector as authorized by the Los Angeles Department of Building and Safety, and work is to be done by a Licensed, Bonded, & Certified Welder. Obtain Permit and final inspection approval from the Los Angeles Department of Building & Safety as required.

<b>10</b>	<b>EXTERIOR WOOD STAIRWAY TO SECOND FLOOR UNIT</b>	<b>\$</b>
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Remove unsafe wooden stairway and haul away from site. Provide and install new wood stairway including stringers, headers, metal hangers, posts, railings, and anchors. Lumber shall be construction select grade or better. All exposed wood surfaces to be primed and painted to meet minimum weatherproofing requirements. Obtain Permit and final inspection approval from the Los Angeles Department of Building and Safety as required.

<b>11</b>	<b>CONCRETE STEPS (REPAIR PER STEP)</b>	<b>\$</b>
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Repair concrete steps by removing all loose, broken and/or deteriorated concrete. Brush on bonding agent and apply two-part concrete repair mix. Vee out cracks. On deep repairs, drive in concrete nails to act as anchors. Match existing finish, clean-up and remove all associated debris from premises.

<b>12</b>	<b>CONCRETE SLAB (REPLACEMENT of 100 sq. ft.)</b>	<b>\$</b>
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Remove existing broken concrete and haul away from site. Saw cut all damaged areas. Provide and install 100 sq. ft of new 4" concrete slab. Installation to include re-compacting of existing base, new 2" thick crushed gravel, 6 mil. vapor barrier, 6" x 6" #10 wire mesh, control joints, and finish to match existing. Clean-up and remove all concrete and associated construction debris from premises.

<b>13</b>	<b>CONCRETE SLAB (REPLACEMENT OF 100 sq. ft. @2500 psi)</b>	<b>\$</b>
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Replace broken/missing sections of concrete slab with 4" thick #2500 psi concrete reinforced with of 6"x6" #10 welded wire mesh. Properly compact existing base, and remove all debris & loose earth. All required cutting to be at right angles to edge with no broken edges. Slope surface to drain away from building and make all control joints 3/4" minimum depth. The surface shall be edged, and shall receive a broom finish. Clean-up and remove all concrete and associated construction debris from premises.

## ROOF

<b>14</b>	<b>ROOF REPAIR: SHINGLES/PITCHED</b>	<b>\$</b>
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Repair 10'x10' portion of leaking roof. Remove damaged and/or deteriorated shingles, provide and replace with new material to match existing as close as possible. Clean up and haul away all debris from site.

<b>15</b>	<b>ROOF REPAIR: CLAY TILE</b>	<b>\$</b>
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Remove and replace 12 missing and/or damaged red clay roof tiles with new and provided matching tiles using galvanized nails. Clean up and haul away all debris from site.

<b>16</b>	<b>ROOF REPAIR: SLATE</b>	<b>\$</b>
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Provide and replace broken/missing slate tiles within 10'x10' area on roof. Match existing color and style as close as possible. Clean up and remove all debris from site.

<b>17</b>	<b>ROOF REPAIR: PLYWOOD &amp; COMPOSITION SHINGLES</b>	<b>\$</b>
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Provide and install 2 sheets of ½" CDX plywood sheeting on defective portion of roof leading up from edge. Ridge, edges and lines to be cut straight and true with no sag. All end joints to fall over rafters. Provide and install galvanized style "A" roof edging at perimeter and include metal flashing, using standard construction practices. Install minimum 20 year fiberglass composition shingle roofing material. Obtain permit and Inspection approvals from the Los Angeles Department of Building and Safety.

<b>18</b>	<b>FLAT ROOF REPAIR: EXCEPT UNDERLAYMENT (1000 sq. ft)</b>	
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Remove and replace 1000 sq. ft. of roofing material (except for underlayment). Install as to conform to the requirements of the LAMC. Clean up and haul away all debris from site. Permit and approvals from the Los Angeles Department of Building & Safety is required.

<b>19</b>	<b>FLAT ROOF REPAIR: INCLUDING UNDERLAYMENT (1000 sq. ft)</b>	<b>\$</b>
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Remove and replace all roofing material, including 5/8" CDX plywood, per the LAMC requirements. Clean up and haul away all debris from site. Permit and approvals from the Los Angeles Department of Building and Safety is required.

**FLOOR**

<b>20</b>	<b>FLOOR: REPLACE SUBFLOOR (per 100 sq. ft)</b>	<b>\$</b>
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Remove all deteriorated wooden subfloor material and haul away from site. Provide and install ¾" tongue and groove, CDX plywood, glued and nailed 8" on center using screw shank or cement coated nails. Installation and fastening are to be per manufacturer's recommendations.

<b>21</b>	<b>FLOOR: UNDERLAYMENT, PARTICLE BOARD (100 sq. ft)</b>	<b>\$</b>
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Provide and install 3/8" underlayment grade particle board secured with construction adhesive at 16" O.C. and at all edges. Nail with ring shank or screw tight nails @ 3" O.C. at edges and 6" in field over joists. Coat and sand all joints and nail dents.

<b>22</b>	<b>FLOOR: VINYL SHEET &amp; UNDERLAYMENT (200 sq. ft.)</b>	<b>\$</b>
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Remove floor covering and haul from site. Install 1/2" underlayment grade plywood secured with construction adhesive at 16" O.C. and at all edges. Nail with ring shank or screw tight nails @ 3" O.C. at edges and 6" in field. Coat and sand all joints and nail indents. Provide and install new vinyl sheet flooring. Install as per manufacturers recommendations. Use waterproof adhesive. To include new finish trim and base shoe.

## WALL AND CEILINGS

<b>23</b>	<b>DRYWALL: OVERLAY WALL/CEILING (250 sq. ft.)</b>	<b>\$</b>
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Remove all loose, wet and/or sagging plaster from walls and ceiling. Fill in areas where plaster was removed, and overlay walls and ceiling with provided 1/2" drywall. Ceiling sheetrock to be installed using screws of sufficient length to penetrate rafters one-half screw length (or code). Tape and finish drywall to blend in with other adjacent surfaces. Scrape and sand to remove all loose paint and to feather-out old paint edges. The walls and ceiling shall be primed and painted.

<b>24</b>	<b>DRYWALL: WALL REPAIR; REPLACE &amp; FINISH 300 sq. ft.</b>	<b>\$</b>
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Cut out all damaged areas and haul away from site. Provide and install new 1/2" drywall. Attach to the framing with approved fasteners, flush to adjacent wall surfaces with 4 outside corners receiving metal corner beads; joints to occur at supports, tape and finish joints and fastener heads. Finish, prime, and paint to match adjacent areas.

## FIRE SAFETY SYSTEMS

25	REPLACE FIRE DOORS (per door)	\$
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Remove existing broken Fire Door and haul away from site. Provide and install new solid core 1 3/4" x 36" x 80", 1 hour, fire rated and UL approved metal clad Fire Door. Installation to include new self-closing and self-latching devices. Door shall operate smoothly and latch as required. Door and frame shall bear a "UL" label indicating the type of fire rating as per Section 1004.3.4.3.2.1 LABC. All work to be in full compliance with applicable Building/Safety & Fire Codes. Obtain permit and approval from the Los Angeles Department of Building and Safety as required.

## DEBRIS REMOVAL

26	NON-HAZAROUS DEBRIS REMOVAL	\$
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Remove 10 cubic yards of general construction debris from rear yard and haul from site. Leave area clean, smooth in proportion to rest of premises.

## SECURE PROPERTY

27	BOARD UP DOORS AND WINDOW OPENINGS (1 -36"x 80" door, 1 - 34"x80" door and 8 - 4'x4' windows)	\$
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Provide and install all materials needed to temporarily board up all openings to eliminate unauthorized entry. Secure open window and door areas in a manner so as to allow bolts to pass thru openings. To secure plywood, cut oversized to cover existing openings. Plywood should overlap opening by at least 6" around the opening. Provide a minimum of two (2), 2" X 4" X 6" wider than respective opening, bracing across opening, upper and lower, on the inside of the building, (add one more brace midway on larger openings). Drill two 1/2" holes on both the bracing and the plywood, within 12" from the edge. Insert a 10 inch or larger pan head 1/2" bolt (with no grip) from the outside in, and thru the 2" x 4" brace provide flat washers on the inside and a hex nut and fasten. Use additional flat washer to fill gap from shaft of bolt to threaded part, if needed.

## FENCES, LATCHES, & LOCKS

28	<b>SWIMMING POOL ENCLOSURE FENCE, GATE AND LATCH</b>	\$
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Provide and install 120 feet of new continuous wrought or iron fencing, 5'0" above pool deck, and allow for an opening for a gate around an existing swimming pool. **No spikes or arrow points permitted.** 1½" x 1½" vertical support posts are to be plumb and straight, and set in min. 12" x 12" concrete footings at intervals of 10'. All fencing, gate hinges and support connections will be solid weld. Entry Gate shall be equipped with self-closing and self-latching devices. The self-latching device shall be designed to keep the gate securely closed. Gate shall open outward away from the pool. A single turn agate opening device shall be located on the pool side of the fence, and at least 42 inches above the walkway.

29	<b>CHAIN LINK FENCE - 6' HIGH (per 20 l. f.)</b>	\$
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Provide and install new 72" - 1 3/4" galvanized 9 gauge steel chain link fence. Includes new minimum 2" posts every 10' set in 18" of concrete, top rails, connectors, post caps, bottom guy wires, and corner diagonal braces.

## ELECTRICAL

30	<b>ELECTRICAL: REPLACE OPEN CONDUCTORS</b>	\$
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Remove and replace 20 feet of (3) deteriorated electrical conductors, #10, spanning the open distance between a main building and another dwelling unit on the same property.

31	<b>ELECTRICAL: REPLACE MAIN SERVICE PANEL</b>	\$
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Provide and install new 200 Amp electrical service panel at location as required by Code. To include new surface mounted panel and incidental wiring. Provide new service entrance conduit, fittings, weather-head, straps, wiring, 200 Amp main and 10 - 20 Amp circuit breakers, and label circuits. Clean-up and remove all associated debris from site. Obtain Permit and final inspection approval from the Los Angeles Department of Building and Safety as required.

## HEATING

32	HEATING: WALL FURNANCE - NEW	\$
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Install new 35,000 BTU wall furnace to heat interior area of unit. Install in location suitable to meet requirements of LAMC. Include venting for single story building, gas, electrical, and thermostat. Locate thermostat a minimum of 8'-0" from furnace (in hallway if possible). Repair all surfaces affected by furnace installation. Obtain Permit and final inspection approval from the Los Angeles Department of Building and Safety as required.

33	HEATING: WALL FURNANCE - REPLACEMENT	\$
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Install new 50,000 BTU double face wall heater as a replacement for existing defective wall heater. Include new venting for two story building, new gas connector, electrical, and install new thermostat. Locate thermostat a minimum of 8'-0" from furnace. Repair all surfaces affected by installation. Clean-up and remove all associated debris from site. Obtain Permit and final inspection approval from the Los Angeles Department of Building and Safety as required.