

AMENDMENT NO.1

To

CONTRACT NO. C-118946

SERVICE AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

BALLARD DIVING & SALVAGE INC

FOR

HYPERION TREATMENT PLANT (HTP) OUTFALL ANNUAL

INSPECTIONS



City of Los Angeles  
Department of Public Works  
Bureau of Sanitation

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**AMENDMENT NO.1 TO CONTRACT NO. C-118946 BETWEEN THE CITY OF LOS  
ANGELES AND BALLARD DIVING & SALVAGE INC. FOR HTP ANNUAL  
OUTFALLS INSPECTIONS**

This AGREEMENT, made and entered into by and between the Bureau of Sanitation, Department of Public Works, a Municipal Corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and BALLARD DIVING & SALVAGE INC, hereinafter referred to as the "CONTRACTOR"; is set forth as follows:

**W I T N E S S E T H**

WHEREAS, the CITY operates and maintains three (3) submarine outfalls, 1-Mile, 5-Mile and 7-Mile, in the Santa Monica Bay for the disposal of treated wastewater; and

WHEREAS, annual inspections and surveys of both the 1-Mile and 5-Mile outfalls are required under the NPDES permit, issued by the U.S. Environmental Protection Agency, Region IX, and California Regional Water Quality Control Board - Los Angeles Region; and

WHEREAS, inspections of the outfalls will assist CITY staff in determining the outfalls' structural integrities and monitoring flow distributions through the outfall diffuser ports and the long term impact on marine life growth in the vicinities of the ports. The result of the inspections will determine the need for any repairs and/or cleaning; and

WHEREAS, on April 1, 2009, the Board of Public Works authorized the Bureau of Sanitation to distribute a Request for Proposals (RFP) to solicit proposals from qualified and experienced firms to provide professional diving and undersea video recording services to conduct the annual inspections of the Hyperion Treatment Plant outfalls; and

WHEREAS, on June 9, 2009, a total of four (4) proposals were received by the CITY in response to the RFP; and

WHEREAS, Ballard Diving & Salvage Inc. (CONTRACTOR) has demonstrated the necessary qualifications to perform said Ocean Outfall Inspection Services and Underwater Video Recording; and

WHEREAS, CONTRACTOR was deemed to be the most qualified respondent as determined by CITY staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, CONTRACTOR is in full compliance with applicable CalOSHA regulations, the USCG Regulations, USACE EM 385-1-1 and the ADCI Consensus for Commercial Diving and Underwater Operations; and

WHEREAS, the professional diving and undersea video recording services to be provided by the CONTRACTOR are of an expert and technical nature; and

WHEREAS, on June 13, 2011, a five (5)-year AGREEMENT (three (3) years with two (2) one-year renewal options) (Contract C-118946) was executed between the CITY and the CONTRACTOR; and

WHEREAS, on June 12, 2014, the initial three-year term of the current contract will expire; and

WHEREAS, the CITY continues to find the CONTRACTOR qualified and responsible; and desires to retain the CONTRACTOR for another period of two (2) years; and

WHEREAS, the CITY and the CONTRACTOR have negotiated and agreed to exercise the two (2) one-year renewal options with adjustments to the Rate Schedules for each year in order to provide the services as outlined herein;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this CONTRACT, it is understood and agreed by and between the parties hereto as follows:

**ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

No Change to this Article

**ARTICLE 2 – DEFINITIONS**

No Change to this Article

**ARTICLE 3 – PROJECT DESCRIPTION**

No Change to this Article

**ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR (Modified in Bold and Underline)**

Modify Subarticle 4.4.1 to read as follows:

4.4.1 **5-Mile Outfall Annual Inspection**

The HTP 5-Mile Outfall was constructed and put in operation in 1961. It is currently the principal means of discharging treated HTP effluent to the ocean. This outfall discharges effluent through a 12-foot diameter, 5-mile reinforced concrete pipe (RCP) with either the gravity-feed system or the pump-flow system. Tide level, total plant flow, and other factors of the 5-Mile Outfall dictate which one of these two systems HTP will employ. The 5-Mile Outfall has a peak pumping capacity of 900 Million Gallons per Day (MGD), but the normal discharge flow rate is approximately 305 to 360 MGD. The main outfall section was constructed of a 144-inch diameter RCP ending at a depth of 190 feet. The 144-inch-diameter outfall begins at the junction of the gravity flow line and the effluent pump discharge line at the northwest corner of the HTP Effluent Pumping Plant building. The inshore portion of the 5-Mile Outfall is covered with sand, rocks and

ballast. The midshore and offshore sections of this outfall are covered with underwater growth such as algae and hydroids. The main pipe ends at the WYE, where it splits into two diffuser legs that extend in a Y-pattern from the end.

The three (3) main components of the HTP 5-Mile Outfall are as follows:

- *Main Barrel.* The main barrel is 144-inch RCP which is approximately five (5) miles long **with one gas release vent port at the end.** The wall thickness ranges from ten (10) to fifteen (15) inches, with two (2) layers of circumferential reinforcing steel.
- *WYE Structure.* The WYE structure with steel plates and cement lining and coating connects the main barrel with the two (2) diffuser legs. This structure has an access opening and a bulkhead gate.
- *Diffuser Legs.* Two (2) diffuser legs are approximately 4,000 ft in length at a depth of approximately 200 feet. Approximately 2,400 ft of the diffuser legs were constructed of the 102-inch inside diameter RCP. The remaining 1,600 ft of diffuser legs were constructed of the 72-inch inside diameter RCP. Each diffuser contains 83 small ports to optimize the mixing of the treated effluent with the seawater and **2 gas release vent ports. One is near the transition structure from 102-inch I.D. to 72-inch I.D. and other is near the end of the leg.**

CONTRACTOR shall be responsible for performing the following tasks relative to the annual 5-Mile Outfall Inspection:

4.4.1.1 The Northern Leg of the 4,000-foot diffuser of the 5-Mile outfall contains the 83 effluent ports. In the vicinity of the mid-point of this leg (station Z-1 in the NPDES Permit, 33°54'53"N, 118°31'30"W), the CONTRACTOR shall perform a visual inspection of the surrounding area to determine the thickness of any "cloud" of unsettled solids, and ocean bottom flora and fauna. These inspections shall include general



observation and digital and/or film documentation of the outfall pipelines and surrounding ocean bottom. CONTRACTOR shall use either remote control vehicle, or submersible submarine or team of scuba divers for this task.

4.4.1.2 CONTRACTOR shall perform visual examination of all 166 diffuser ports (83 ports on each leg) on both the Northern and Southern Legs to detect any obstructions, leaks, and/or inadequate flow distribution. This examination, which includes inspecting both onshore and offshore sides of each diffuser leg, shall include digital and/or film documentation of each outfall effluent port. Each leg begins at the WYE connection. The depth of the WYE and legs vary from 195 to 200 feet below the surface. CONTRACTOR shall use a remote control vehicle, submersible, submarine, or team of scuba divers for this task.

4.4.1.3 CONTRACTOR shall examine each of the diffuser legs, WYE, and main barrel sections denoted as the Offshore, Mid-Section and Inshore Sections. CONTRACTOR shall examine, photograph, and report on the marine growth, structural integrity of the pipeline, supports, ballast, re-ballasting, bulkhead ports, five (5) gas release vents, manholes, four (4) special effluent ports, bell joint repairs, separations, and undercutting of the ballast and supports. CONTRACTOR shall use a remote control vehicle, submersible, submarine, or team of scuba divers for this task.

4.4.1.4 Deliverables – Within three (3) months after inspecting the outfall, CONTRACTOR shall provide a one- hour briefing and video presentation to the HTP staff at HTP facility. The briefing shall include twenty (20) to forty (40) minutes digital video presentation with narrative, showing highlights and key issues of the inspection. CONTRACTOR should also deliver the following items to the CITY during the briefing and discussion: 1) three (3) copies of the Digital Video Disc (DVD) which is used in the

briefing; 2) six (6) copies of the written report; and 3) six (6) Compact Discs (CDs) containing the inspection report file in Portable Document Format (PDF.) The inspection report shall include the CONTRACTOR's comprehensive findings, recommendations, and timelines, based upon their visual inspections of the following sections:

1. Major Findings
2. 5-Mile Outfall Characteristics
3. Port Identification and Location
4. Plugged and/or Puffing Ports
5. Typical Diffuser Effluent Ports
6. Status of Four (4) Special Effluent Ports
7. South Diffuser End Structure Area
8. North Diffuser End Structure Area
9. South Transition Structure
10. North Transition Structure
11. WYE Structure
12. Main Barrel
13. Offshore Bell Joint Repairs
14. Epoxy Bumper Joint Separation
15. Main Barrel Re-ballasting
16. Inshore Bell Joint Repairs

In addition, CONTRACTOR shall retain copies of all the video records taken on this project that are not contained in the above three (3) DVDs for ten (10) years in the event the CITY requests such records in the future

**ARTICLE 5 – KEY CONTRACTOR PERSONNEL**

No change to this Article

**ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY**

No Change to this Article

**ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS**

**Modify this Article to read as follows:**

The original term of this CONTRACT is for three (3) years with two (2) one-year (1-year) renewal options. The CITY and CONTRACTOR agree to exercise the renewal options, thereby extending the CONTRACT for two (2) more years for the period June 13, 2014 to June 12, 2016. In addition to exercising two (2) one-year renewal option, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of twelve (12) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of the two (2) one-year renewal option if the CITY elects not to renew, or if the CITY elected to renew, by providing the CONTRACTOR written notice at least 90 days prior to expiration of the AGREEMENT. During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five (3) percent of the total contract cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred:

A. This CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;

B. This CONTRACT has been approved by the City Council or by the BOARD officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and

D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD officer or employee authorized to enter into this CONTRACT.

**ARTICLE 8 – ENTIRE CONTRACT**

No Change to this Article

**ARTICLE 9 – TERMINATION**

No Change to this Article

**ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT (ADDED Language in Bold and Underlined)**

Modify Subarticle 10.1 to read as follows:

10.1 **Compensation**

CONTRACTOR agrees to perform the work specified in Article 4.4 and the CITY shall compensate the CONTRACTOR based on the rate schedule below. Compensation shall be subject to the satisfactory completion of the tasks and documentation submitted by CONTRACTOR for invoiced work.

**The Rate Schedule set for the annual outfall inspection and for the As-Needed Diving Services in this Article shall be adjusted to include a maximum rate increase of 3% each year beginning on the date of execution of the two-year renewal option. Actual increases will be based on over-the-year average percent change in CPI-U, Los Angeles area, published by the U.S. Bureau of Labor Statistics, which includes food and energy.**

**Rate Schedules for Annual Outfall Inspection:**

5-Mile Outfall Annual Inspection specified in Article 4.4.1 .....	\$41,514.00
1-Mile Outfall Annual Inspection specified in Article 4.4.2. ....	\$26,034.00
7-Mile Outfall Inspection specified in Article 4.4.3. ....	\$24,086.75

The rate for each outfall annual inspection stated above is the lump sum payment for each outfall inspection, as specified in Article 4.4, and includes the cost of project preparation, equipment set up, mobilization and demobilization, all staff salaries, fringe benefits, report and video report preparation, overhead, corporation profit and all other expenses incurred by CONTRACTOR.

The CITY shall compensate CONTRACTOR for any additional diving service(s) requested by the CITY on as-needed basis, other than annual outfall inspections, such as environmental investigation, engineering studies, and diffuser ports cleaning. The compensation shall be based on the lump sum quotation submitted by CONTRACTOR and approved by the CITY based on the following rate schedule:

**Rate Schedules for As-Needed Diving Services:**

- \$1,750 for using each Support Vessel per day
- \$950 for using Submersible per day
- \$680 per each support crew per day
- \$933.00 per each Diver per eight (8) hour day @ forty (40) FSW and under
- \$1276.00 per each Diver per eight (8) hour day between forty (40) to eighty (80) FSW
- Rate at other depths greater than eighty (80) FSW which may require the support of a decompression chamber will be quoted by the

CONTRACTOR and approved by the CITY.

Each lump sum payment includes project preparation, equipment set up and mobilization and demobilization costs, staff salaries, fringe benefits, overhead, profit and all other expenses incurred by CONTRACTOR. Payments shall be made upon the satisfactory completion of the tasks as set forth in the task order.

The total cost ceiling for this CONTRACT, including both renew options, is \$425,000.

**ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS**

No Change to this Article

**ARTICLE 12 – INDEMNIFICATION**

No Change to this Article

**ARTICLE 13 - INSURANCE**

No Change to this Article

**ARTICLE 14 – INDEPENDENT CONTRACTORS**

No Change to this Article

**ARTICLE 15 – OWNERSHIP AND LICENSE**

No Change to this Article

**ARTICLE 16 - WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

No Change to this Article

**ARTICLE 17 – NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND**

**AFFIRMATIVE ACTION**

Modify this Article to read as follows:

## 17.1 NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

## 17.2 EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this CONTRACT is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this CONTRACT, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical

condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.



- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid

or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

### 17.3 AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this CONTRACT is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such

failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its

own Plan for approval.

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All CONTRACTORS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR's CONTRACT with the CITY.

**ARTICLE 18 – MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE**

**SUBCONTRACTOR OUTREACH PROGRAM**

No change to this Article

**ARTICLE 19 – SUCCESSORS AND ASSIGNS**

No change to this Article

**ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

No Change to this Article

**ARTICLE 21 – FORCE MAJEURE**

No change to this Article

**ARTICLE 22 – BREACH**

No change to this Article

**ARTICLE 23 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

No change to this Article

**ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT**

**Modify this article to read as follows:**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this CONTRACT must be filed in the appropriate state or federal court



located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this CONTRACT.

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

**ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION  
CERTIFICATE REQUIRED**

No change to this Article

**ARTICLE 26 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR  
WORKER RETENTION ORDINANCE**

No change to this Article

**ARTICLE 27 – AMERICANS WITH DISABILITITES ACT**

No change to this Article

**ARTICLE 28 – EQUAL BENEFITS ORDINANCE**

No change to this Article

**ARTICLE 29 – WAIVER**

No change to this Article

**ARTICLE 30 – PERMITS**

No change to this Article

**ARTICLE 31 - CLAIMS FOR LABOR AND MATERIALS**

No change to this Article

**ARTICLE 32 – CONTRACTOR PERFORMANCE EVALUATION**

No change to this Article

**ARTICLE 33 – CONTRACTOR RESPONSIBILITY ORDINANCE**

No change to this Article

**ARTICLE 34 – SLAVERY DISCLOSURE ORDINANCE**

No change to this Article

**ARTICLE 35 – MUNICIPAL LOBBYING ORDINANCE**

No change to this Article

**ARTICLE 36 – DISCOUNT TERMS**

No change to this Article

**ARTICLE 37 – CHILD SUPPORT ASSIGNMENT ORDERS**

No change to this Article

**ARTICLE 38 - SEVERABILITY**

No change to this Article

**ARTICLE 39 - DISPUTES**

No change to this Article

**(ADD) ARTICLE 40 - 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.

CONTRACTOR shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the DAA.

CONTRACTOR further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR 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 interviewed and the reasons why referred individuals were not hired.

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

CONTRACTOR 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 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 has violated provisions of the FSHO.

**(ADD) ARTICLE 41 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING**

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #\_\_\_\_\_. Pursuant to City Charter Section 470(c) (12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes

during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this CONTRACT and pursue any and all legal remedies that may be available.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the day and year written below.

**CITY OF LOS ANGELES**

**BALLARD DIVING & SALVAGE INC.**

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

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

Title: President, Board of Public Works

SHILO HUTTON

Date: \_\_\_\_\_

Title: President, Ballard Diving & Salvage  
Inc.

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

CARMEN A. TRUTANICH, City Attorney

JUNE LAGMAY, City Clerk

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

JOHN A. CARVALHO

Title: Assistant City Attorney

Date: \_\_\_\_\_

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

Title: Deputy City Clerk

Date: \_\_\_\_\_

GOOD FAITH EFFORT WAIVER REQUEST FORM

TRANSMITTAL 3

DEPARTMENT: PUBLIC WORKS

DIVISION/UNIT: HYPERION TREATMENT DIVISION

DATE: 23-Sep-08

TO: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT  
ATTN: Linda Smith, DIRECTOR

FROM: Mark Starr, Hyperion Treatment Division

Phone: (310) 648-5801 Fax: (310) 648-5070

SUBJECT: WAIVE MBE/WBE/OBE GOOD FAITH EFFORT REQUIREMENTS FOR CONTRACT NO. New Contract  
In compliance with Executive Directive No. 2001-26, City of Los Angeles Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Program, please fill out the following:

- 1. Title of Project: Diving Services for Ocean Outfalls Inspection - Request for Proposals
- 2. This project will be advertised as an:                      RFB                       RFP                      RFQ
- 3. Type of Contract:                      Procurement                       Personal Services  
                     Construction                      Other
- 4. Projected total amount of the contract: \$425,000 Estimated duration of project: 5 years (\$85,000/yr)
- 5. Significant Dates:  
Estimated date of pre-bid or job walk meeting: N/A  
Estimated date that bids or proposals are due: N/A
- 6. Recommendation:  
 MBE/WBE/OBE encouragement

Justify why encouragement:

- Technical Requirement  Lack of available subcontractors                      Emergency Response
- Lack of available subcontract sub-supply opportunities                      One product single point of distribution

Other: Please see the attached paper

7. Is this a:  New Contract                      Renewal                      Other

8. Name of previous contractor: Undersea Graphics Length of previous contract 5 yrs Value of previous                     

TO: Hyperion Treatment Division, Bureau of Sanitation (PW)  
ATTN: Mark Starr

FROM: LA OPS, MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT

SUBJECT: RESPONSE TO ABOVE REQUEST

                     Recommendation Approved                      Initials  
                     Recommendation Disapproved                      Initials

Comment:                     

By: [Signature] Date: 12/5/08 Tel. No.: 213/978-0668  
L. Starr - Executive Director