

CONTRACT  
BETWEEN THE CITY OF LOS ANGELES AND  
F. M. THOMAS AIR CONDITIONING INC. FOR HVAC AND REFRIGERATION  
EQUIPMENT, PARTS, INSTALLATION, AND REPAIR SERVICES  
FOR THE DEPARTMENT OF AIRPORTS

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at Los Angeles, California, by and between the CITY OF LOS ANGELES (hereinafter referred to as "City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports (hereinafter referred to as "Department" or "LAWA") and F. M. THOMAS AIR CONDITIONING INC. (hereinafter referred to as "Contractor").

RECITALS

That for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

WHEREAS, the City, following its the issuance of Request for Qualifications Number EV4346 for HVAC and refrigeration equipment, parts, installation, and repair services (hereinafter referred to as "RFQ"), entered in contract number 59631 with Contractor (hereinafter referred to as "City Contract"). City Contract is attached hereto and incorporated by reference herein as Exhibit A; and,

WHEREAS, LAWA operates Los Angeles International Airport (hereinafter referred to as "LAX"), LA/Ontario International Airport (hereinafter referred to as "ONT"), Van Nuys Airport (hereinafter referred to as "VNY"), and Palmdale Regional Airport (hereinafter collectively referred to as "PMD"). LAX, ONT, VNY, and PMD may hereinafter be collectively referred to as "Airport"; and,

WHEREAS, LAWA requires HVAC and refrigeration equipment, parts, installation, and repair services; and,

WHEREAS, City Charter allows LAWA to utilize the City's competitive process of the RFQ and the subsequent issuance of the City Contract in order to enter into this Contract; and,

WHEREAS, Contractor is engaged in the business of HVAC and refrigeration equipment, parts, installation, and repair services.

NOW, THEREFORE, Contractor and LAWA agree and hereby contract for LAWA to enter into a contract for HVAC and refrigeration equipment, parts, installation, and repair services under following terms and conditions:

Section 1.0 Term of Contract.

1.1 The term of the Contract shall be for a period commencing upon LAWA's issuance of a written notice to proceed and shall terminate on March 31, 2020 or until the termination of the City Contract, whichever occurs first. City may terminate this Contract, with or without cause, upon giving Contractor thirty (30) days' advance written notice or as otherwise set forth in the Contract.

Section 2.0 Scope of Work.

2.1 Contractor agrees to supply the goods and services set forth in City Contract. It is expressly understood and agreed that the RFQ and Contractor's submitted response documents to the RFQ (hereinafter referred to as "Contractor's Response") shall constitute and are hereby incorporated, and made a part of this Contract, and each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. Contractor also expressly acknowledges that this Contract is based upon the performance requirements contained in the RFQ issued by City. If there is a conflict between the RFQ and the Contractor's Response, the RFQ will prevail.

Section 3.0 Contractor's Fee and Payment.

3.1. For all products and services rendered, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, LAWA shall pay Contractor an amount not to exceed Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) cumulatively for LAX and VNY and Eight Four Thousand Three Hundred Seventy Five Dollars (\$84,375) for ONT.

3.2 Contractor shall submit to City a request for payment of the amount due after each delivery of goods and/or performance of the services specified for the RFQ. Contractor shall attach to each billing an invoice specifying in detail the goods it has supplied to and/or services it has performed for LAWA during the period covered by the invoice.

3.3 All requests for payment submitted pursuant to this Contract shall be certified by a duly authorized officer of Contractor. City reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the Executive Director of the Department of Airports or her/his designee (hereinafter collectively referred to as "Executive Director"), such would be in the best interest of City. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to City's representative at LAWA's Office at the address listed below upon fifteen (15) days' notice. Contractor agrees to pay for all travel costs, housing, and other related expenses associated with the audit of said books, reports, accounts, and records by LAWA at Contractor's place of records if said place of records is outside of the greater Los Angeles metropolitan area. The aforesaid records shall not include any proprietary records of

Contractor such as cost data.

3.4 City shall not be required to make payments for goods not yet provided or received nor for services not performed. The parties agree that the Executive Director shall make the final determination as to when Contractor's goods or any part thereof have been satisfactorily performed or completed or the goods delivered to and/or the services performed for City to justify release of any given payment to Contractor under this Contract. City shall, following approval of each payment request by LAWA, remit to Contractor, at the address specified in this Contract, the appropriate amount.

3.5 If a necessary change causes an increase in the scope of work to be performed and/or the goods to be delivered by Contractor pursuant to this Contract, then the parties hereto shall first agree upon additional compensation, if any, to be paid to Contractor therefore, and this Contract shall be amended, in writing, prior to the performance by Contractor of said increased work and/or goods to be delivered.

3.6 The prices offered for the purchase of goods and/or services to be performed under this Contract shall be as low as those currently charged the Contractor's most favored customers for comparable quantities and/or services under similar terms and conditions. If, at the time LAWA places orders for goods and/or services, additional discounts are available to Contractor's other government and commercial customers based on volume guarantees, then, on condition that LAWA requests Contractor's then current list of lowest available prices from Contractor, LAWA will be offered the opportunity to purchase goods and/or receive services at such lower prices as those charged to Contractor's most favored customer based on comparable quantities and similar terms and conditions.

#### Section 4.0. Notices.

4.1. Notice to LAWA. Written notices to City hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

Department of Airports  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216

Office of City Attorney  
1 World Way  
Post Office Box 92216  
Los Angeles, CA 90009-2216

or to such other address as City may designate by written notice to Contractor.

4.2. Notice to Contractor. Written notices to Contractor hereunder shall be given by registered or certified mail, postage prepaid, and addressed to:

F.M. Thomas Air Conditioning, Inc.  
231 Gemini Avenue  
Brea, CA 92821

or to such other address as Contractor may designate by written notice to LAWA.

4.3. The execution of any such notice by Executive Director shall be as effective as to Contractor as if it were executed by the Board or by Resolution or Order of said Board, and Contractor shall not question the authority of Executive Director to execute any such notice.

4.4. All such notices, except as otherwise provided herein, may either be delivered personally to Executive Director with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

#### Section 5.0 Insurance.

5.1. Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance specified on Insurance, Exhibit B, attached hereto and incorporated by reference herein. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airports, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described on Insurance, Exhibit B, hereof with respect to Contractor's acts or omissions in its operations, use, and occupancy of the Airport or other related functions performed by or on behalf of Contractor in, on or about Airport.

5.2. Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Contract with the City of Los Angeles."

5.3. All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director based upon the nature of Contractor's operations and the type of insurance involved.

5.4. City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, Board and all of City's officers, employees, and agents, their successors and assigns, as insureds is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Contractor in Contractor's operations at Airport. In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead. Payment shall be made within thirty (30) days of invoice date.

5.5. At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

5.6. Contractor shall provide proof of all specified insurance and related requirements to City any of the following: by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Executive Director. The documents evidencing all specified coverages shall be filed with City in duplicate and shall be procured and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of City's Administrative Code prior to Contractor occupying the Airport. The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof, except for ten (10) days' notice for cancellation for non-payment of premium, as required by Contractor's insurer.. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

5.7. City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Contract by the Executive Director who may, thereafter, require Contractor, on thirty (30) days prior, written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Executive Director deems to be adequate.

5.8. Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Contractor agrees, except where exempted, to provide City proof of said insurance by and

through a surplus line broker licensed by the State of California.

5.9 Before entering upon the performance of this Contract, Contractor agrees to take out, or cause to be taken out, with a responsible insurance carrier authorized under the laws of the State of California to insure employers against liability for compensation under the Workers' Compensation Insurance and Safety Act, compensation insurance covering liability for compensation under said Act for any person injured while performing any work or labor incidental to the performance of this Contract.

5.10. Such policy or policies shall be procured, filed and approved in strict accordance with the provisions in Sections 11.47 through 11.56 of City's Administrative Code and shall provide therein that the same shall not be subject to cancellation, reduction in coverage, or non-renewal, except after written notice to the City Attorney of the City of Los Angeles by certified mail, return receipt requested, at least thirty (30) days prior to the effective date thereof, except for ten (10) days' notice for cancellation for non-payment of premium, as required by Contractor's insurer..

5.11 Evidence of the issuance of such policy or policies, reflecting the applicable policy number(s), showing the inclusive dates of coverage(s), bearing an original signature of an authorized representative of the carrier(s), and containing thereon the above thirty (30) day notice provision (except for ten (10) days' notice for cancellation for non-payment of premium, as required by Contractor's insurer), shall be filed with City. No payment will be made to Contractor unless and until the provisions of this paragraph have been complied with.

## 6.0 Bonds.

6.1 Performance Bond. After award of contract, but before any work is performed under the contract, the Contractor will be required to file a Performance Bond with LAWA to be approved by the City. The Contractor shall provide the Performance Bond on a form provided by LAWA as attached hereto and incorporated by reference herein as Exhibit K. The Performance Bond shall be for one hundred percent (100%) of the dollar value of construction work to be performed to guarantee faithful performance of all work. The Performance Bond must be issued by a surety who is authorized to issue bonds in California.

6.2 Payment Bond. After award of contract, but before any work is performed under the Contract, the Contractor will be required to file a Payment Bond with LAWA to be approved by the City. The Contractor shall provide the Payment Bond on a form provided by LAWA as attached hereto and incorporated by reference herein as Exhibit K. The Payment Bond shall be for one hundred percent (100%) of the dollar value of construction work to be performed to guarantee claims of material suppliers and mechanics and laborers employed by and working under the Contract. The Payment Bond must be issued by a surety who is authorized to issue bonds in California.

Section 7.0. City Held Harmless.

7.1. In addition to the requirements of Section 5.0, Insurance herein, Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any and all of its boards, commissioners, officers, directors, agents, employees, assigns and successors in interest (collectively "City Defendants") from and against any and all allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation) (collectively "Claims"), prosecuted by anyone (including Contractor and/or Contractor's agents, former and current employees, or competitors) by reason of, arising out of, related to, connected with or pertaining to (1) injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or (2) damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees), or (3) Contractor's (and/or its employees' or agents') and/or Sub-Contractor's (and/or its employees' or agents') performance of the Contract, or (4) City's selection of Contractor over its competitors as the awardee of this Contract; whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. If applicable, (a) where such Claims arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code Section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such Claims are caused by the City's sole negligence, willful misconduct or active negligence; and/or (b) where such Claims arise from Contractor's design professional services as defined by California Civil Code Section 2782.8, Contractor's indemnity obligations shall be limited to Claims arising out of, pertaining to, or relating to the Contractor's negligence, recklessness or willful misconduct in the performance of the Contract.

7.2 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City Defendants, from and against any and all Claims arising out of any threatened, alleged or actual claim that any end product provided to the City by Contractor or the Contractor's response to the RFP, infringes any party's invention (patentable or not), patent, trademark, service marks, trade dress, copyright, trade secret, proprietary right, moral right, privacy, sui generis right, or other intellectual property rights, including , ideas, concepts, themes, processes, methods, algorithms, other proprietary information or intangible rights (hereinafter referred to collectively as "Intellectual Property Rights"). Contractor further agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

7.3 Should Contractor reasonably believe that (1) any of the Work Products (as defined in Section 18) allegedly or actually infringes or is likely to infringe on any third party Intellectual Property Rights, or (2) any of the licenses procured on behalf of the City under this Contract is to expire, to be terminated or enjoined sooner than the term procured for, Contractor shall immediately notify City of such alleged, actual or potential infringement or license

status. Upon City's request, Contractor shall, at Contractor's own expense:

- i) procure for the City the right or license to continue using the intellectual property at issue; or
- ii) replace the intellectual property at issue with a functionally equivalent, non-infringing product, if practicable.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the City or its agents/consultants, or diminish the intended benefits and use of the Work Products by the City or its agents/consultants under the specifications herein.

7.4 In addition, Contractor agrees to defend, indemnify and hold harmless City Defendants from and against any and all Claims, made by anyone arising out of any allegations in connection with Contractor's use of any of its employees and/or subcontractors and/or consultants working under this Contract or in connection with Contractor's response to the RFP, including but not limited to allegations for tortious interference with contractual relations, aiding and abetting, unjust enrichment, violations of any party's Intellectual Property Rights. Contractor agrees to, and shall, pay all such damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City.

7.5 In Contractor's defense of the City under Section 8, including but not limited to the negotiation, compromise, and settlement of any action or proceeding, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

7.6 Survival of Indemnities. The provisions under Section 9.0 shall survive the termination of this Contract. Rights and remedies available to the City hereinabove shall survive the termination of this Contract. Further, the rights and remedies 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 of Los Angeles.

#### Section 8.0. Restrictions and Regulations.

8.1. Contractor shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.

8.2. Contractor shall be solely responsible for fully complying with any and all applicable present and/or future orders, directives, or conditions issued, given or imposed by the Executive Director which are now in force or which may be hereafter adopted by the Board of Airport Commissioners and/or the Executive Director with respect to the operation of Airport.



8.3. Contractor shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, ordinances, statutes, laws, orders, directives and or conditions.

Section 9.0. Disabled Access.

9.1. Contractor shall be solely responsible for fully complying with any and all applicable present and/future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

9.2. Should Contractor fail to comply with Section 10.1, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

Section 10.0. Independent Contractor.

10.1. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City.

10.2. Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 11.0. Nondiscrimination and Affirmative Action Program.

11.1. Federal Non-Discrimination Provisions.

11.1.1. The Contractor assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or

structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. [USE GUIDE, paragraph 1]<sup>1</sup>

## 11.2. Municipal Non-Discrimination Provisions.

11.2.1. Non-Discrimination In Use Of Airport. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, physical handicap, marital status, domestic partner status, or medical condition in the Contract, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport. Nor shall Operator or any person claiming under or through Operator establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of contractors, subcontractors, or vendees of the Airport. Any assignment or transfer, which may be permitted under this Agreement, shall also be subject to all non-discrimination clauses contained in Section 11.2.

11.2.2. Non-Discrimination In Employment. During the term of this Contract, Contractor agrees and obligates itself in the performance of this Contract not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, physical handicap, marital status, domestic partner status, or medical condition. Contractor shall take affirmative action to insure that applicants for employment are treated, during the term of this Contract, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

11.2.3. Equal Employment Practices. If the total payments made under this Contract are One Thousand Dollars (\$1,000) or more, this provision shall apply. During the performance of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), which is incorporated herein by this reference. A copy of Section 10.8.3 has been attached to this Contract for the convenience of the parties as Exhibit C. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Equal Employment Practices

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<sup>1</sup> The paragraph references are to mandatory requirements contained in a document entitled, "LEASE AND USE AGREEMENT GUIDE," dated June 6, 1984, revised May 2001, published by the Federal Aviation Administration.

provisions of this Contract may be deemed to be a material breach of this Contract. 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. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

11.2.4. Affirmative Action Program. If the total payments made under this Contract are One Hundred Thousand Dollars (\$100,000) or more, this provision shall apply. During the performance of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), which is incorporated herein by this reference. A copy of section 10.8.4 has been attached to this Contract for the convenience of the parties as Exhibit D. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Los Angeles Administrative Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. 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. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled, or suspended.

Section 12.0. Attorney's Fees.

12.1. If City shall, without any fault, be made a party to any litigation commenced by or against Contractor arising out of Contractor's use or occupancy of the Airport, then Contractor shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 13.0. Assignment or Transfer Prohibited.

13.1. Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of Executive Director.

13.2. For purposes of this Contract, the terms "transfer" and "assign" shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging,

pledging, or encumbering of Contractor without the written consent of the Executive Director is a violation of this Contract and shall be voidable at LAWA's option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

13.3. When proper consent has been given by the Executive Director, the provisions of this Contract shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

Section 14.0. Abandonment of Project and Cancellation of Contract; Suspension of Services.

14.1. If, at any time, the Executive Director, for any reason, decides to terminate or suspend the scope of work, or any part thereof, or Contractor's services, or any part thereof, Executive Director may: (1) require Contractor to terminate or suspend the performance of all, or a portion, of its services and/or (2) terminate this Contract, or any part thereof, upon giving Contractor a ten (10) day written notice prior to the effective date of such termination which date shall be specified in such notice.

Section 15.0. Child Support Orders.

15.1. This Contract is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, which is incorporated herein by this reference. A copy of section 10.10 has been attached hereto for the convenience of the parties as Exhibit E. Pursuant to this Section, Contractor (and any subcontractor of Contractor providing services to City under this Contract) shall (1) fully comply with all State and Federal employment reporting requirements for Contractor's or Contractor's subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of Contractor and applicable subcontractors 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 Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Contractor or an applicable subcontractor 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 or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default 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 (in lieu of any time for cure provided elsewhere in this Contract).

Section 16.0. Waiver.

16.1. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 17.0. Default and Right of Termination.

17.1. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, City shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within five (5) days after City's mailing such notification, City may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice.

17.2. A material default or breach of the terms of any other lease, license, permit, or contract held by Contractor with City shall constitute a material breach of the terms of this Contract and shall give LAWA the right to terminate this contract for cause in accordance with the procedures set forth herein.

Section 18.0. Business Tax Registration.

18.1. Contractor represents that it has registered its business with the Office of Finance of the City of Los Angeles and has obtained and presently holds from that Office a Business Tax Registration Certificate (hereinafter referred to as "BTRC"), or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). 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 during the term hereof.

Section 19.0. Living Wage and Service Contract Worker Retention Requirements.

19.1. Living Wage Ordinance.

19.1.1. General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance (hereinafter referred to as "LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. A copy of Section 10.37 has been attached hereto for the convenience of the parties as Exhibit F. The LWO requires that, unless specific exemptions apply, any employees of service contractors who render services that involve an expenditure in excess of Twenty Five Thousand Dollars (\$25,000) and a contract term of at least three months are covered by the LWO if any of the following applies: (1) at least some of the services are rendered by employees whose work site is on property owned by the City, (2) the services could feasibly be performed by City of Los Angeles employees if the awarding authority had

the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than Twelve Dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit (hereinafter referred to as "EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Contractor shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Contractor shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Contractor agrees to comply with federal law prohibiting retaliation for union organizing.

19.1.2. Living Wage Coverage Determination. An initial determination has been made that this is a service contract under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Contract is a service contract covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. City shall notify Contractor in writing about any redetermination by City of coverage or exemption status. To the extent Contractor claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Contractor to prove such non-coverage or exemption.

19.1.3. Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere

in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

19.2. Service Contract Worker Retention Ordinance. This Contract may be subject to the Service Contract Worker Retention Ordinance (hereinafter referred to as "SCWRO") (Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. A copy of Section 10.36 has been attached for the convenience of the parties as Exhibit G. If applicable, Contractor must also comply with the SCWRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of Twenty Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

Section 20.0. Equal Benefits Ordinance.

20.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance (hereinafter referred to as "EBO"), Contractor certifies and represents that Contractor will comply with the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by the City of Los Angeles, including the Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. As used above, the term "Non-ERISA Benefits" shall mean any and all benefits payable through benefit arrangements generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA. Non-ERISA Benefits shall include, but not be limited to, all benefits offered currently or in the future, by Contractor to its employees, the spouses of its employees or the domestic partners of its employees, that are not defined as "employee welfare benefit plans" or "employee pension benefit plans", and, which include any bereavement leave, family and medical leave, and travel discounts provided by Contractor to its employees, their spouses and the domestic partners of employees.

20.2. Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the term 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 at (213) 847-2625.”

20.3. The failure of Contractor to comply with the EBO will be deemed to be a material breach of the Contract by City. If Contractor fails to comply with the EBO, the City may cancel or terminate 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 Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance. If the City determines that Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Contract.

Section 21.0. Contractor Responsibility Program.

21.1. Lessee shall comply with the provisions of the Contractor Responsibility Program adopted by the Board. The Executive Directives setting forth the rules, regulations, requirements and penalties of the Contractor Responsibility Program and the Pledge of Compliance Form is attached hereto as Exhibit H and incorporated herein by reference.

Section 22.0. Ownership of Work Product.

22.1. Contractor agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written or contributed by Contractor, either individually or in collaboration with others, for the benefit of, and paid for by, City, shall belong to and be the sole property of City.

Section 23.0. First Source Hiring Program For Airport Employers  
(For Work Performed at LAX Only)

23.1. Contractor shall comply with all terms and conditions of the First Source Hiring Program (hereinafter referred to as “FSHP”). A copy of the FSHP is attached hereto and incorporated by reference herein as Exhibit I.

Section 24.0. Alternative Fuel Vehicle Requirement Program (LAX Only)

24.1. Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program. The rules, regulations, and requirements of the Alternative Fuel Vehicle



Program are attached as Exhibit J and made a material term of this Contract.

Section 25.0. Environmentally Favorable Operations.

25.1. Contractor acknowledges for itself and any sub-contractors that its operation of its activities under this Contract will be subject to all Department policies, guidelines and requirements regarding environmentally favorable construction, use and/or operations practices (hereinafter collectively referred to as "LAWA Policies") as such LAWA Policies may be promulgated, revised and amended from time-to-time."

Section 26.0. Municipal Lobbying Ordinance.

26.1. Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance.

Section 27.0 Compliance With Los Angeles City Charter Section 470(c)(12)

27.1 The Contractor, sub-contractor, 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 One Hundred Thousand Dollars (\$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 sub-contractor is expected to receive at least One Hundred Thousand Dollars (\$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 a sub-contractor on City of Los Angeles contract # \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), sub-contractors and their 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. Sub-contractors are required to provide to Contractor the names and addresses of the sub-contractors' principals and contact information and shall update that information if it changes during the twelve (12) month time period. Sub-contractor'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 including 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.

27.2 Contractor, sub-contractor, and their principals shall comply with these requirements and limitations throughout the term of this Contract. Violation of this provision shall entitle the City to terminate this Contract and pursue any and all legal remedies that may be

available.

Section 28.0. Miscellaneous Provisions.

28.1 Fair Meaning. The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor.

28.2. Section Headings. The section headings appearing herein are for the convenience of City and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

28.3. Void Provisions. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

28.4. Two Constructions. It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28.5. Laws of California. This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

28.6. Gender. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

28.7. Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs. Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.

28.8. Amendments to Ordinances and Codes. The obligation to comply with any Ordinances and Codes which have been incorporated into this Contract by reference, shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Contract.

28.9. Force Majeure. Notwithstanding any other provision hereof, neither the Contractor nor the City shall be held responsible or liable for failure to meet their respective obligations under this agreement, if such failure shall be due to causes beyond the Contractor's or City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local

government in either sovereign or contractual capacity, insurrection, epidemics, freight embargos or delay in transportation, and changes in federal, state or local laws.

Section 29.0. Entire Agreement.

29.1. This Contract contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by the Executive Director and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:  
MICHAEL N. FEUER,  
City Attorney

CITY OF LOS ANGELES

Date: August 25, 2015

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

By: [Signature]  
Deputy/Assistant City Attorney

Executive Director  
Department of Airports

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

Wei Chi  
Deputy Executive Director  
Comptroller

ATTEST:

F. M. THOMAS AIR CONDITIONING, INC.

By: [Signature]  
Signature (Secretary)

By: [Signature]  
Signature

Carolyn Feyka  
Print Name

Thomas Feyka  
Print Name

President  
Print Title

[SEAL]

Contract

City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA.90012

Vendor ID: 0000010489  
F M THOMAS AIR COND SVC  
231 GEMINI AVE  
BREA CA 92821

Contract ID 59631	Page 1
Contract Dates 04/01/2015 to 03/31/2016	Rate Date PO Date
Description: HVAC, Refrig., Inst, Rep & Ser	Contract Maximum 0.00

City of Los Angeles' vendors are required to have on file an approved Affirmative Action Plan and Certification. Contact Buyer at the City Purchasing Office at (213-485-3677) for information on this requirement.

In order to receive payments from the City of Los Angeles, vendors must have a valid Business Tax Registration Certificate (BTRC) number. Contact the City Clerk's Tax and Permits Division (213-485-3916) for information on this requirement.

All shipments, shipping papers, invoices and correspondence must be identified with the City of Los Angeles' Contract Purchase Order Number.

Overshipments will not be accepted unless authorized by requestor prior to shipment. Terms and conditions of parent contract are binding on its Contract Purchase Orders.

Procurement Analyst: Ben S. Ocampo  
E-mail address: benjamin.ocampo@lacity.org

Phone Number: 310-648-5665  
Fax Number: 310-648-5676

Requirements Contract for: \*\*HVAC & REFRIGERATION EQUIPMENT, PARTS, INSTALLATION & REPAIR\*\* Award No. 59631

Payment Terms: Net Days Delivery: 5 Days ARO RFQ No.:EV4346 Previous Contract: 59044

Renewal Options: 4 Option Date 1 = --/-- Option Date 2 = --/-- Option Date 3 = --/--  
Options Granted: 0 Option Date 4 = --/--

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ Number EV4346, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (Including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

For Purchasing Agent, City of Los Angeles, California

City of Los Angeles Purchasing Agent  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

Contract

Contract ID 59631	Page 2
Contract Dates 04/01/2015 to 03/31/2016	Rate Date PO Date
Description: HVAC, Refrig., Inst, Rep & Ser	Contract Maximum 0.00

Vendor ID: 0000010489  
 F M THOMAS AIR COND SVC  
 231 GEMINI AVE  
 BREA CA 92821

Line #	Item ID	Item Desc	Item Minimum Qty	Order Amt	Item Contract Qty	Maximum Amt
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1	0.00	Materials: For Project, HVAC & Refrigeration, Equipment, Parts and Materials (including any necessary rental of equipment and required permits). Must be used in conjunction with Line Item #2.	0	0.00	0	
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**Price Agreement:** Price Date: PO Date  
 Price Quantity: Line Quantity  
 Quantity Type: Current Order Quantity  
 Contract Base Price \$ 0.01000 LO

The City will conduct bidding activities on ALL new installation and replacement of HVAC equipment, equipment maintenance, parts, installation and repair PROJECTS covered by the contract, in accordance with the attached City specifications for Heating, Ventilation, Air Conditioning and Refrigeration Systems Service and Equipment, herein and the specifications for each PROJECT.  
 Bidding shall be on "as-needed, project by project" basis using a "not to exceed price" and shall request bids from all five (5) pre-qualified suppliers.

1. ACCO Engineered systems - Contract No.: 59630
2. Applied Air Conditioning - Contract No.: 59629
3. F.M. Thomas Air Conditioning - Contract No.: 59631
4. Johnson Controls - Contract No.: 59632
5. Air Conditioning Solutions - Contract No.: 59033

Quotation submitted shall be broken down into parts and labor with a grand total for the project. This line item shall be used to determine the list of materials to be used in the project. Only parts and materials will be quoted in this line item.

2	0.00	Labor: Project, HVAC & Refrigeration, Installation, Repair and Service. Must be used in conjunction with Line Item #1.	0	0.00	0	
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**Price Agreement:** Price Date: PO Date  
 Price Quantity: Line Quantity  
 Quantity Type: Current Order Quantity  
 Contract Base Price \$ 0.01000 LO

Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.

Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.

The City will conduct bidding activities on ALL new installation and replacement of HVAC equipment, equipment maintenance, parts, installation and repair PROJECTS covered by the contract, in accordance with the attached City specifications for Heating, Ventilation, Air Conditioning and Refrigeration Systems Service and Equipment, herein and the specifications for each PROJECT.

Bidding shall be on "as-needed, project by project" basis using a "not to exceed price" and shall request bids from all pre-qualified suppliers listed in line item #1.

Quotation submitted shall be broken down into parts and labor with a grand total for the project. This line item shall be used to determine the labor cost to be charged for the project. Only labor charges will be quoted in this line item.

**INTENDED USE FOR PROJECT, LABOR:**

\*For each project, contractor shall identify in original quote, all labor classifications to be used in the project. Prices shall include the estimated number of hours needed to complete the project along with the labor classification to

Contract

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Vendor ID:** 0000010489  
 F M THOMAS AIR COND SVC  
 231 GEMINI AVE  
 BREA CA 92821

<b>Contract ID</b> 59631	<b>Page</b> 3
<b>Contract Dates</b> 04/01/2015 to 03/31/2016	<b>Rate Date</b> PO Date
<b>Description:</b> HVAC, Refrig., Inst, Rep & Ser	<b>Contract Maximum</b> 0.00

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Item Qty	Contract Maximum Amt
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be used.

Bid price shall be based on the scope of work referenced as Attachment B in this bid package. A price recap to include materials and labor shall be prepared by the City's Project Manager to determine the lowest bidder.

Supervisor:

Regular Rate: \$105.00 Per Hour

Overtime Rate: \$120.00 Per Hour

Double Time Rate: \$145.00 Per Hour

Foreman:

Regular Rate: \$105.00 Per Hour

Overtime Rate: \$120.00 Per hour

Double Time Rate: \$145.00 Per hour

Certified Mechanic:

Regular Rate: \$105.00 Per hour

Overtime Rate: \$120.00 Per hour

Double Time Rate: \$145.00 Per hour

Maintenance Technician/Tradesman:

Regular Rate: \$80.00 Per hour

Overtime Rate: \$95.00 Per hour

Double Time Rate: \$120.00 Per hour

Apprentice:

Regular Rate: \$80.00 Per hour

Overtime Rate: \$95.00 Per hour

Double Time Rate: \$120.00 Per hour

Helper:

Regular Rate: \$25.00 Per hour

Overtime Rate: \$40.00 Per hour

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Contract**

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<b>Contract Dates</b> 04/01/2015 to 03/31/2016	<b>Rate Date</b> PO Date
<b>Description:</b> HVAC, Refrig., Inst, Rep & Ser	<b>Contract Maximum</b> 0.00

**Vendor ID:** 0000910489  
 F M THOMAS AIR COND SVC  
 231 GEMINI AVE  
 BRECA CA 92821

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
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**SUPPLIER CONTACT:**

Contact Person: Thomas M. Feyka

Title: President

Telephone No.: (714) 738-1062

Fax No.: (714) 738-0886

E-Mail Address: feyka@fmthomas.com

24 Hour Contact No.: (714) 738-1062

**CONTRACT PURCHASE ORDERS:**

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

**APPROVED CONTRACT ITEM PURCHASES:**

The listed items cover the only products approved for purchase under this contract.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

**RENEWAL OPTION:**

The City reserves the right to renew this contract for four (4) additional one (1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

**ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:**

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent.

**ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT:**

Total expenditures for the life of this contract, including the initial term and all renewals or extensions, are estimated to be \$40,000,000.00. No guarantee can be given that this total will be reached or that it will not be exceeded. Supplier agrees to furnish more or less in accordance with actual contract requirements.

Based on the City's estimate, the supplier will provide an additional volume percentage adjustment if the City exceeds the following threshold amount levels:

Threshold Amount Level:      Volume Percent Adjustment:

**City of Los Angeles Purchasing Agent**  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012

**Contract**

<b>Contract ID</b> 59631	<b>Page</b> 5
<b>Contract Dates</b> 04/01/2015 to 03/31/2016	<b>Rate Date</b> PO Date
<b>Description:</b> HVAC, Refrig., Inst, Rep & Ser	<b>Contract Maximum</b> 0.00

**Vendor ID:** 0000010489  
 F M THOMAS AIR COND SVC  
 231 GEMINI AVE  
 BREA CA 92821

<b>Line #</b>	<b>Item ID</b>	<b>Item Desc</b>	<b>Item Minimum Qty</b>	<b>Order Amt</b>	<b>Item Contract Qty</b>	<b>Maximum Amt</b>
	\$40,000,001.00			2%		
	\$48,000,000.00			3%		
	\$55,000,000.00			3%		

During the term of the contract, including any and all extensions thereto, the above volume percentage adjustment shall be made to the base discount/mark up allowed above as each threshold is attained. Each threshold level and volume adjustment will be cumulative after the first threshold is attained. The appropriate adjustment shall become effective once a given threshold is met. The City shall notify the supplier in writing of the applicable adjustment, revised prices, and the effective date of such change.

**STANDARD PRODUCT WARRANTY:**

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects: 2 years

Warranty for labor/workmanship defects: 2 years

In no case shall the supplier's warranty period be less than, but may be longer than any express warranty or implied warranty of merchantability or fitness for use.

**ENVIRONMENTALLY PREFERABLE PRODUCTS:**

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

**ENERGY STAR PRODUCTS:**

The supplier must provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The supplier is encouraged to visit [energystar.gov](http://energystar.gov) for complete product specifications and updated lists of qualifying products.

<http://www.energystar.gov>

**OTHER GOVERNMENT AGENCY PURCHASES:**

Other government agencies may make purchases using the prices, terms and conditions of this contract.

**AUTHORIZED DISTRIBUTOR/DEALER:**

The supplier indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the supplier.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

**QUARTERLY REPORTS:**



# Contract

City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor ID: 0000010489  
F M THOMAS AIR COND SVC  
231 GEMINI AVE  
BREA CA 92821

Contract ID 59631	Page 6
Contract Dates 04/01/2015 to 03/31/2016	Rate Date PO Date
Description: HVAC, Refrig., Inst, Rep & Ser	Contract Maximum 0.00

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
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The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

- 1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the City (contract inception to report date).
- 2) Environmentally Preferable Product (EPP) Report that indicates the quantity and description of products sold to the City that are considered EPP. This information may be included in the Expenditure Report.
- 3) Business Inclusion Program Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from MBE, WBE, SBE, EBE, DVBE and OBE sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the following month to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

#### CONTRACT PERFORMANCE REVIEWS:

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing on the supplier's and the City's meeting product and service quality levels stated in the Contract, adherence to the Contract terms and conditions, and providing a forum to informally discuss opportunities for improving products, services, Contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

#### LIQUIDATED DAMAGES FOR LATE DELIVERY ON EQUIPMENT, PARTS OR MATERIAL ORDER ONLY:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

#### LIQUIDATED DAMAGES FOR LATE DELIVERY STIPULATED ON THE CPO PER PROJECT:

Delivery delays beyond the delivery date stipulated on CPO per project will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$1,000.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

#### PERFORMANCE/PAYMENT BONDS:

The supplier's Performance and/or Payment Bond(s) are recorded in the City Administrative Officer's Risk Management Track4LA database.

#### INSURANCE:

The supplier's General Liability and Worker's Compensation Insurance Certificates are recorded in the City Administrative Officer's Risk Management Track4LA database.

#### CONTRACTOR'S LICENSE:

Contractor's State License No: 313574

Class: B, C-4, C-20 and C-38

Expiration Date: 2/28/17

#### PERMITS:

The supplier's required permits are on file in the Purchasing Agent's office, or on file with the appropriate permitting authority.

# Contract

City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor ID: 0000010489  
F M THOMAS AIR COND SVC  
231 GEMINI AVE  
BREA CA 92821

Contract ID 59631	Page 7
Contract Dates 04/01/2015 to 03/31/2016	Rate Date PO Date
Description: HVAC, Refrig., Inst, Rep & Ser	Contract Maximum 0.00

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
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#### AIR QUALITY PERMITS:

The successful bidder shall be responsible for obtaining and paying for any air quality permits to operate as required by the South Coast Air Quality Management District (SCAQMD) to perform the work described in this Request for Quotation and any attached specifications. Contact the Department of General Services, Environmental compliance Unit, at (213) 473-7745 prior to applying for Permit to Construct/Operate.

#### SUBCONTRACTORS:

All subcontractors shall be approved by the City Purchasing Agent prior to working on City projects. A subcontractor is defined as a person, partnership, corporation or other entity, which enters into a contract with a contractor for performance of some or all of the City contracted work.

The Contractor shall identify subcontracted work by subcontractor name and dollar amount subcontracted on all monthly/quarterly reports. Wholly owned subsidiaries of the contractor shall not be considered as subcontractors, but the City shall be notified in advance of their usage. The Contractor shall not change any of the approved subcontractors or reduce their level of work without the City Purchasing Agent's written approval. City approval shall not be unreasonably withheld.

All procurement agreements with a value in excess of \$25,000 and having a term in excess of three (3) months are subject to the Sweat-Free Procurement Ordinance. Subcontractor information for these agreements shall be provided in both hardcopy and electronic versions. Information for these contractors/subcontractors will be posted on the City Purchasing Agent's Internet website.

#### NEW AND UNUSED:

The equipments/products/materials furnished shall be new and unused, but may contain recycled materials in compliance with City, State, and Federal materials recycling guidelines and requirements.

#### SAFETY REQUIREMENTS - OSHA AND CALOSHA:

Any equipment or material furnished must conform to the safety orders/codes of the California Division of Industrial Safety, CalOSHA, and OSHA requirements where applicable.

Any required certification necessary to place equipment or other items into service shall be the supplier's responsibility. A copy of certification shall be delivered with the equipment or items.

All electrical items shall have Underwriter's Laboratory Listing or Approval.

#### HAZARDOUS SUBSTANCES/CHEMICALS:

Specifications including products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations, State of California, pursuant to California Labor Code Sections 6380-6386, require Material Safety Data Sheets (MSDS) be prepared in compliance with Title 8, California Code of Regulations, Section 5194. MSDS shall accompany this quotation.

Chemicals shall be free of known carcinogens, and shall comply with the current Safety Code of the California Division of Industrial Safety, and with OSHA requirements.

If any ingredient in the product quoted is a carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC), bidder shall separately identify such ingredients as a carcinogen. Bidder is advised that the products will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogen substitute is available. A copy of the MSDS shall accompany each product shipment to a City facility. Products/chemicals shall be delivered in containers labeled with the product's common chemical name and the common technical name of each of the product's chemical ingredients, together with a statement of precautions to be taken in Product use.

A copy of the MSDS shall be available at location of use in the performance of the contract.

#### EMERGENCY CALL OUT:

# Contract

City of Los Angeles Purchasing Agent  
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LOS ANGELES CA 90012

Vendor ID: 0000010489  
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BREA CA 92821

Contract ID 59631	Page 8
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Line #	Item ID	Item Desc	Qty	Item Minimum Order Amt	Item Contract Maximum Amt
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Supplier must provide a 24-hour telephone number where contractor will receive telephone calls and respond to the work site within 4 hours of receiving the call.

State supplier's 24-hour emergency telephone #: 800/660-0891

State Supplier's cell phone #: 714/514-3347

State name of supplier's contact person: Stephanie Geiger

The City will pay a minimum of two (2) hours for show-up time per call out. Work that is requested 24 hours in advance will not be considered emergency work.

## SPECIFICATIONS FOR RFQ #4346 - HVAC & REFRIGERATION

### HEATING, VENTILATION, AIR CONDITIONING AND REFRIGERATION SYSTEMS SERVICE AND EQUIPMENT

#### GENERAL REQUIREMENTS:

Contractor shall provide all supervision, labor, material, equipment, drawings, blueprints, certification, training and permits in this specification for the installation, modification or repairing of heating, ventilation, air conditioning, and refrigeration equipment.

Contractor shall do all cutting, patching, painting, insulation or work necessary to complete any or all repairs, modifications or installations. Contractor is to provide all necessary concrete pads, equipment platforms, and equipment anchoring devices, to complete all repairs, modifications or installations. If necessary, contractor shall remove existing equipment platforms of any type of materials and install new equipment platforms with the manufacture recommendations or code requirements.

Contractor shall provide extensive service diagnosis, trouble-shooting, and analytical services for all types of Heating, Ventilation, Air Conditioning and Refrigeration systems. Contractor must be able to convert existing CFC air conditioning and refrigeration systems to non-CFC systems.

#### EQUIPMENT, MATERIALS AND ACCESSORIES:

The contractor shall furnish and install any necessary materials, equipment and accessories necessary, including but not limited to cranes, booms, lifts, and trailer equipment necessary for a complete installation, together with all labor required completing the installation and performing the services covered by this specification. The contractor is responsible for unloading, assembling, hoisting, rigging, and installing all fixtures, coils, compressors, condensing units, air conditioners, equipment, furnaces, heat pumps, package electric and gas units, air handlers, and accessories, and other heating, ventilating, air conditioning and refrigeration equipment. The contractor shall also arrange for the removal of crating and packing materials, and shall leave the uncrating area and machine room clean and neat.

Contractor services must also include providing. Equipment and installation, repair, and service of compressors, condensers, coils, air handlers, condensing unit, controls, ventilation and exhaust fans, cooling towers, dampers, ducts, electrical wiring, various types of HVACR controls, fittings, devices, and accessories of air conditioning and refrigeration systems in City buildings. Contractor must be able to service and repair all component parts of all types of heating, ventilation, air conditioning and refrigeration systems and equipment.

Contractor shall provide extensive service diagnosis, trouble-shooting, and analytical services for all types of centrifugal chiller systems that contain hermetic and open types motors. Contractor shall be able to rewire stators, replace bearings, repair and replace shafts, rotors, purge units, chillers and condenser tubes, and repair, calibrate and replace centrifugal machine controllers. Contractor must be able to repair and replace condensers, evaporators, chill water pumps, condenser water pumps, oil coolers, cooling towers, accessories, and equipment Contractor must be able to install and repair drive line retrofit, micro panels, solid state equipment, turbo I and II eddy current testing, variable speed electric motors, variable speed electric controls, electronic controls, pneumatic controls and all related controls systems including DDC type controls and electrical equipment. Contractor shall service centrifugal

# Contract

City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
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Vendor ID: 0000010489  
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231 GEMINI AVE  
BREA CA 92821

Contract ID 59631	Page 9
Contract Dates 04/01/2015 to 03/31/2016	Rate Date PO Date
Description: HVAC, Refrig., Inst, Rep & Ser	Contract Maximum 0.00

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
chillers utilizing CFC, HCFC, and HFC type refrigerants, of various manufacturers.						

#### AGENCY APPROVALS:

All materials and equipment shall be approved by applicable authorities such as UL, A.S.M.E./ Los Angeles City Listed,

#### CERTIFICATION:

All contractor Heating, Ventilation, Air Conditioning and Refrigeration technicians must be certified by the EPA under section 608 of the technician certification program, and possess a universal certificate of CFC qualification.

#### EMERGENCY RESPONSE:

Contractor must provide a 24 hour telephone number where contractor will receive telephone calls and respond to the work-site within 4 hours of receiving the call.

#### ENERGY REBATES AND INCENTIVES:

All energy rebates and incentives offered to contractor by manufactures, suppliers and utility companies shall be credited to the City of Los Angeles into designated accounts.

#### INTEGRITY:

Contractor is expected to maintain a high level of integrity in its performance of this contract.

#### MATERIALS AND WORKMANSHIP:

All materials and workmanship shall comply with all applicable codes, regulations, specifications, industry standards, and utility company regulations.

#### PERMITS:

The contractor shall obtain all permits and arrange for all inspections necessary for installation and repairs. The contractor shall pay for all fees in this relation.

#### RIGHT TO PROVIDE PARTS MATERIALS AND SERVICE:

The City reserves the right to provide any or all Heating, Ventilation, Air Conditioning, and Refrigeration parts, materials, equipment, and services, prior to issuance of sub-purchase orders for individual projects. The contractor shall submit a complete list of materials with specifications, name of manufactures and unit pricing for each item required. The City reserves the right to reject any or all specifications and manufactures.

#### SAFETY:

Contractor must follow all Cal OSHA and Industry safety regulations, standards, practices, and maintain a safe and clean working environment at all times.

#### WORK COORDINATION:

The contractor shall cooperate with other contractors and City workers to establish responsibilities, work coordination, and scheduling necessary to complete work without delays or interference.

\*\*\*\*\*End of Specification HVAC and Refrigeration\*\*\*\*\*

#### PARTIAL PAYMENTS:

Progressive billing (partial payments) should be pre-arranged before any work begins; City will be responsible to receive and process partial invoices in a timely manner per the agreement with the contractor.

# Contract

**City of Los Angeles Purchasing Agent**  
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<b>Contract Dates</b> 04/01/2015 to 03/31/2016	<b>Rate Date</b> PO Date
<b>Description:</b> HVAC, Refrig., Inst, Rep & Ser	<b>Contract Maximum</b> 0.00

<b>Line #</b>	<b>Item ID</b>	<b>Item Desc</b>	<b>Item Minimum Order Qty</b>	<b>Item Contract Maximum Amt</b>
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#### VALID QUOTES:

Contractor quotes are valid for 90 days. If the 90 days have passed and the quoted project has not started, contractor may request that the project be re-bid. Contractor cannot increase project quotes once they are supplied to the City, unless the City project manager has approved a change order.

#### PROJECT CHANGE ORDERS:

Projects that have pre-determined work and commodity charges can only be altered through the City's project manager via a change order process. Quotes for additional parts, labor and/or rentals must be itemized and, once approved by the City's project manager, cannot be adjusted without prior approval from the City's project manager. Charges for project change order(s) must be itemized on the contractor's invoice(s) and must not be included in the original "lump sum" quotes of original project.

Invoices with change orders on Lump Sum Projects requires identification of all additional labor rates and number of hours that were required for the change orders.

#### CITY RECORDS:

For auditing and/or legal reasons, City Department/Division requesting contractor work shall retain all records of each project's specifications, job walk(s), all contractor quotes and CPO's for a period of at least five years after each project has been completed.

#### CONTRACTOR RECORDS:

For auditing and/or legal reasons, contractor shall retain records for all labor and commodities/parts expended and invoices/quotes supplied to the City during each project for a period of at least five years after each project has been completed.

#### BILL TO:

All invoices should be sent to:

City of Los Angeles  
Supply Services, Payment Services  
555 Ramirez Street, Space 312  
Los Angeles CA 90012

# Contractor's Renewable Performance Bond

Know all Men by these presents:

THAT \_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_, a corporation organized under the laws of  
the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the  
State of California, as surety(ies), are held and firmly bound unto THE CITY OF LOS ANGELES, A MUNICIPAL  
CORPORATION, as obligee, in the just and full sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

for the payment whereof well and truly to be made said principal and surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the foregoing obligation such, that whereas, the above bounden principal is about to  
enter into a contract, attached hereto, and incorporated by reference herein, with said obligee to do and perform the  
following, to-wit:

\_\_\_\_\_

\_\_\_\_\_

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all  
documents incorporated therein by reference are expressly made a part hereof.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the contract or to the work to be performed thereunder shall in anywise affect  
its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition to  
the terms of the contract or the work, including any Task Order or Change Order.

NOW, THEREFORE, if the above bounden principal shall well and truly perform the work contracted to  
be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and  
conditions of said contract upon its part to be performed, then this obligation to be null and void, otherwise to  
remain in full force and effect.

No right of action shall accrue under this bond to or for the use of any person other than the obligee named herein.

This bond is for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_. The bond may  
be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety.  
Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall  
constitute a loss to the Obligee recoverable under this bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

By \_\_\_\_\_  
ATTORNEY-IN-FACT

*Corporation, Partnership or Individual Principal must have signatures acknowledged in  
the appropriate blank on the reverse hereof.  
If a Corporation - Corporate Seal must be impressed hereon.*

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ before me, the undersigned, a Notary Public in and for said County, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_ known to me to be the \_\_\_\_\_ Secretary of \_\_\_\_\_ the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_, State of California

INDIVIDUAL

OR

PARTNERSHIP ACKNOWLEDGMENT

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ before me, \_\_\_\_\_ a Notary Public in and for THE said County and State, personally appeared \_\_\_\_\_ known to me to be \_\_\_\_\_ \*the person whose name is subscribed to \_\_\_\_\_ \*one of the partners of the partnership that executed the within instrument and acknowledged to me \_\_\_\_\_ \*that such partnership executed the same \_\_\_\_\_ \*that...he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_, State of California

\*Strike out words not applicable.

STATE OF \_\_\_\_\_

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and \_\_\_\_\_ before, me \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_ residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the within instrument, and also known to me to be the person \_\_\_\_\_ who executed it on behalf of said corporation therein named, and \_\_\_\_\_ he \_\_\_\_\_ acknowledged to me that such individual/partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in the \_\_\_\_\_ County of \_\_\_\_\_, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_

Renewable Payment Bond

Know all Men by these presents:

THAT WE \_\_\_\_\_

\_\_\_\_\_, as principal, and \_\_\_\_\_, as surety(ies), are held and firmly bound unto the CITY OF LOS ANGELES, California, a municipal corporation, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States, for which, payment well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the City of Los Angeles for \_\_\_\_\_

\_\_\_\_\_ which contract is hereto attached and incorporated by reference herein, and to which reference is made for all particulars, and is required by said city to give this bond in connection with the execution of said contract;

Now, therefore, if said principal as contractor in said contract, or principal's subcontractor(s), fails to pay for any materials, provisions, provender or other supplies or teams used in, upon or for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the principal and its subcontractors pursuant to Sec. 18806 of the Revenue and Taxation Code of the State of California with respect to such work and labor, said surety(ies) will pay the same in an amount not exceeding the sum set forth above, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations, or their assigns, entitled to file claims under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with Section No. 3082) of the Civil Code of the State of California.

This bond is for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

PRESIDENT

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

SECRETARY

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

Surety,

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

Surety,

*Corporation, Partnership or Individual Principal must have signatures acknowledged in the appropriate blank on the reverse hereof.*

*If a Corporation - Corporate Seal must be impressed hereon.*



CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ before me, the undersigned, a Notary Public in and for said County, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_ known to me to be the \_\_\_\_\_ Secretary of \_\_\_\_\_ the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public in and for the County of \_\_\_\_\_, State of California

INDIVIDUAL

OR

PARTNERSHIP ACKNOWLEDGMENT

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ before me, \_\_\_\_\_ a Notary Public in and for THE said County and State, personally appeared

known to me to be \_\_\_\_\_ \*the person whose name is subscribed to \*one of the partners of the partnership that executed the within instrument and acknowledged to me \_\_\_\_\_ \*that such partnership executed the same \*that...he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the County of \_\_\_\_\_, State of California

\*Strike out words not applicable.

STATE OF

County of \_\_\_\_\_

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and \_\_\_\_\_ before, me \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_, State of residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the within instrument, and also known to me to be the person \_\_\_\_\_ who executed it on behalf of said corporation therein named, and \_\_\_\_\_ he \_\_\_\_\_ acknowledged to me that such individual/partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in the \_\_\_\_\_ County of \_\_\_\_\_, the day and year in this certificate first above written.

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_