

**Time is of the essence.** All work identified in a bid package must be satisfactorily completed no later than 5:00 p.m. Pacific Time, thirteen (13) calendar days after the bid award.

#### 4.7.2. Performance Days

4.7.2.1. Performance days shall include weekends.

4.7.2.2. Performance days shall not include City holidays and/or rain days.

#### 4.7.3. Extension of Performance Period

4.7.3.1. If Contractor's performance period includes City holidays and/or rain days, the Department may grant Contractor an extension to the performance period.

4.7.3.2. If the performance period due date falls on a City holiday or rain day, the due date will be the next regular City business day.

#### 4.7.4. Unexcused Delays

Unexcused delays in completion of work will result in assessment of penalties pursuant to Article 8 – LIQUIDATED DAMAGES, of this Agreement.

#### 4.8. Re-Awarding a Bid Package

4.8.1. If the Contractor fails to perform satisfactorily under this Agreement, the Department may re-award bid packages that have not been completed by the Contractor to the next lowest acceptable bid from the applicable bid session.

4.8.2. The performance period of a re-awarded bid package may be extended for good cause beyond the stated expiration date at the sole discretion of the Department.

### 5. PREVAILING WAGE

#### 5.1. Prevailing Wage Rates

Prevailing Wages must be paid on all City of Los Angeles public works projects when the work is for construction, alteration, demolition, installation, maintenance or repair when the work is done under contract and paid for in whole or in part out of public funds.

5.1.1. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific,

with Sections 1720-1861 of the Code requiring the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rate is established by the State of California's Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2636.

5.1.2. Any contract awarded hereunder will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

5.1.3. The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the Contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

5.2. Pursuant to Section 1776 of the California Labor Code:

5.2.1. The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.2.2. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.3. Joint Labor Compliance Monitoring Program

The City has a Joint Labor Compliance Monitoring Program to assist in ensuring that the proper Prevailing Wage Rates are paid to all workers employed on the City's public works projects.

5.3.1. The Contractor and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance

with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

- 5.3.2. Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while working on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2675.

## **6. SUBCONTRACTING**

Contractors shall request approval in writing from the Department for all subcontractors who will be working under a bid package at least seven (7) days prior to a bid session. The subcontractor shall be approved in writing by the Department prior to the beginning of work, regardless of the dollar amount of work to be performed.

### **6.1. Subcontractor Requirements**

Prior to requesting approval, the Contractor must ensure their subcontractors meet the following City compliance document requirements. The following documents can be downloaded off the Brush Clearance, Weed and Refuse Abatement RFQ page on BAVN ([www.labavn.org](http://www.labavn.org)) and must be submitted with the subcontractor approval request seven (7) days prior to a bid session.

- 6.1.1. Municipal Lobbying Ordinance and CEC Form 50 (RFQ Attachment F)
- 6.1.2. City Charter §470 (c)(12) and CEC Form 55 should they meet threshold requirements. (RFQ Attachment G)
- 6.1.3. If working on an agreement over \$25,000, the Contractor must ensure that his or her subcontractors meet the criteria for responsibility set forth in the Contractor Responsibility Ordinance ("CRO") and complete the CRO Questionnaire and Pledge of Compliance. (RFQ Attachments D and E)
- 6.1.4. Proof subcontractors hold required license(s), certification(s), registration(s) and insurance as outlined in Exhibit 2, Exhibit 3, Exhibit 4A and Exhibit 4B of this Agreement.

The Contractor may not use any subcontractor that has been determined or found to be a non-responsible contractor by the City.

- 6.2. All requests for subcontractor approval must contain the following information:

- 6.2.1. Subcontractor's Name
- 6.2.2. Subcontractor's Address
- 6.2.3. Subcontractor's Phone Number
- 6.2.4. Subcontractor's State of California Contractor License Number if required by the work order
- 6.2.5. Subcontractor's Los Angeles City Business Tax Registration Certificate Number ("BTRC")
- 6.2.6. CEC Form 50
- 6.2.7. CEC Form 55
- 6.2.8. Contractor Responsibility Questionnaire
- 6.2.9. Contractor Responsibility Pledge of Compliance
- 6.2.10. Proof of required license(s), certification(s), registration(s) and insurance

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval by the Department prior to each subcontractor performing work on the package may result in an order to suspend work by that subcontractor, and/or removal of work performed by unapproved subcontractor(s) at the Contractor's expense, assessment of penalties, and possible sanctions against the Contractor.

- 6.3. The Contractor must timely submit all requests for subcontractor approval at least seven days (7) prior to a bid session to:

Unit Commander  
Brush Clearance Unit  
6262 Van Nuys Boulevard, Suite 451  
Van Nuys, California 91401

Requests for subcontractor approval may also be faxed to the attention of the Unit Commander at (818) 778-4910 or (818) 778-4911.

- 6.4. Subcontractor Substitutions

If the Contractor is awarded a bid package, the Contractor may not substitute any person or company as a subcontractor in place of a subcontractor listed in the

original RFQ Response or in the original bid package without prior written consent from the Department, in compliance with Los Angeles Administrative Code §10.14.

## **7. REQUIREMENTS FOR PAYMENT**

Contractor must timely submit invoices with adequate photographic documentation, as outlined in the following subsections, to receive payment for completed work. Contractor must submit one (1) copy of the invoice for each completed bid package into the Department's VMS3 (Vegetation Management System).

### **7.1. Invoices**

7.1.1. The Contractor must submit five (5) copies of the invoice for each completed bid package.

7.1.2. All invoices must include the following:

7.1.2.1. Complete name and address of the company's firm

7.1.2.2. Complete name and address of the Los Angeles Fire Department

7.1.2.3. Date of the invoice

7.1.2.4. City issued agreement number

7.1.2.5. Complete bid package number

7.1.2.6. Assessor Parcel Number (APN)

7.1.2.7. Brief description of work performed

7.1.2.8. Amount due

7.1.3. Invoices and photographs, related to each bid package, must be submitted by 2:00 p.m., Pacific Time, fourteen (14) calendar days after the awarding of the bid.

7.1.4. The performance period of any requirement set forth in this Agreement will be determined based on calendar days, excluding City holidays and rain days, but not excluding weekends.

7.1.5. The Contractor must submit invoices that conform to City standards. All invoices must be submitted on the company's letterhead, contain the company's official logo, or contain other unique and identifying information and must be signed by the Contractor's representative as identified in Section 1.2.2 of this Agreement.

- 7.1.6. The City will not compensate the Contractor for any costs incurred for preparing invoices.
- 7.1.7. The Department may at any time change the content and format of the invoices and supporting documentation to substantiate costs, and will inform the Contractor in writing of those changes.
- 7.1.8. If any discrepancy exists between the invoice and the Department's record, including, but not limited to, the reported number of parcels, the amount of work done, or the size of parcels cleared by Contractor, the Department shall investigate and make a final determination.
- 7.1.9. Failure to submit timely invoices or comply fully with this section will result in assessment of liquidated damages pursuant to Section 8 – LIQUIDATED DAMAGES of this Agreement.
- 7.1.10 All LADWP package invoices shall include the LADWP location name and address. All LADWP approved physical descriptions and addresses shall be provided in the package contents. All other submission requirements remain the same, with payments issued through LADWP PurchBids.

## 7.2. Photographs

### 7.2.1. Details on Photographs

Every photograph submitted by Contractor must include the following:

7.2.1.1. Date and Time taken

7.2.1.2. Assessor's Parcel Number

7.2.1.3. Contractor's name must appear legibly somewhere on photograph

7.2.1.4. Contractor's initials

### 7.2.2. Number of Photograph Required on Invoice

The Contractor must submit the following minimum photographs for each parcel included on the invoice:

7.2.2.1. Three (3) photographs taken before the work commenced.

7.2.2.2. At least seven (7) photographs that show the Contractor's crew(s) working on the property.

- 7.2.2.3. Five (5) photographs taken after the work is finished.
- 7.2.3. In all cases, enough photographs must be taken to identify the entire work area.
- 7.2.4. The “before” and “after” photographs must be taken from the same vantage point.
- 7.2.5. Contractors must maintain duplicates of all photographs submitted to the Department.
- 7.2.6. Failure to provide adequate photographs is a material breach and relieves the Department from any obligation to make any payments on invoices submitted without said photographs. Additionally, failure to provide photographs timely will result in assessment of liquidated damages pursuant to Section 8 – LIQUIDATED DAMAGES of this Agreement.
- 7.2.7. An Itemized Bid Sheet, attached hereto and incorporated herein as Exhibit 8, shall be uploaded with invoices. Itemized Bid Sheets shall reflect the total price per APN broken down into the various categories attached. One Itemized Bid Sheet is required per each APN in a package.

## **8. LIQUIDATED DAMAGES**

**Time is of the essence** in the performance of each bid package. Due to the seasonal nature of the work, and the extreme fire hazard posed by the material to be removed from each parcel, it would be extremely burdensome for the parties to ascertain the actual damage incurred by the City and the general public from late performance by the Contractor.

### **8.1. Liquidated Damage Amount**

Therefore, the parties agree that liquidated damages for late performance, or failure to perform satisfactorily, will be assessed against the Contractor at the rate of:

- 8.1.1. A minimum of \$200 per day for any package awarded under \$2,000, or
- 8.1.2. Any package awarded an amount above \$2,000 will be assessed at a rate of ten percent (10%) of the awarded bid amount per day.

### **8.2. Late Performance**

- 8.2.1. Late performance is defined as the Contractor’s failure to complete the awarded package, submit the invoice of completed bid package or submit

the required number of “before, during and after” photographs, in a timely manner as required in Section 7 – REQUIREMENTS FOR PAYMENT of this Agreement.

- 8.2.2. Contractor will be notified, by telephone or email, regarding the number of extra days allotted for City holidays or rain day(s).

## 9. SUSPENSION

The Contractor’s performance must meet all Agreement terms and standards and will be evaluated on a regular basis by the Department throughout the term of this Agreement. Failure to comply may result in suspension from participating in future bid sessions pursuant to this Agreement and as set forth in Exhibit 1, Section PSC 8 of the Standard Provisions for City Contracts (Rev. 9/22)[v.1].

### 9.1. Causes for Suspension

Causes for suspension may include, but are not limited to, the following:

- 9.1.1. Unexcused late performance.
- 9.1.2. Failure to properly notify the Department of delays in completing an awarded package and the reasons for the delay.
- 9.1.3. Failure to comply with City ordinances as included in the Agreement.
- 9.1.4. Unsatisfactory work performance, such as, but not limited to:
  - 9.1.4.1. Failure to properly dispose of all cuttings and dead trees or other debris.
  - 9.1.4.2. Failure to follow the Department’s work order instructions.
  - 9.1.4.3. Failure to properly chip and spread cut vegetation.
  - 9.1.4.4. Failure to notify the Department when weed or debris abatement has been completed or partially completed by the property owner.
  - 9.1.4.5. Failure to maintain a degree of professionalism, including becoming disruptive or argumentative during a bid session.

### 9.2. Suspension Duration

The duration of the suspension will be determined by the Department based on the offense or reasons given by the Contractor for the unexcused late performance or unsatisfactory performance.



9.3. While suspended, the Contractor may not:

9.3.1. View and/or work parcels posted for bid sessions.

9.3.2. Observe bid sessions.

9.3.3. Participate in bid sessions.

If the Contractor engages in any of the above activities while on suspension, this Agreement will be terminated.

9.4. If a Contractor is suspended and unable to meet all or a portion of his or her obligation, the Department may assign another contractor to perform the work required and the Contractor will be disqualified from future bid sessions for a period of two (2) weeks or more.

## **10. TERMINATION**

10.1. Termination for Convenience

The Department may terminate this Agreement, in whole or in part, for its convenience at any time, as set forth in Exhibit 1, Section PSC 9 of the Standard Provisions for City Contracts (Rev. 9/22)[v.1].

10.2. Termination for Breach of Contract

The Department may terminate this Agreement, in whole or in part for failure to satisfactorily perform under this Agreement or for the Contractor's default (including, but not limited to, unexcused late performance), at any time, as set forth in Exhibit 1, Section PSC 9 of the Standard Provision for City Contracts (Rev. 9/22)[v.1].

10.3. Termination for Solicitation

The Contractor may not solicit monetary fees from a property owner whose parcel is part of a bid package, before, during, or after abating a fire hazard on such parcel. Solicitation of such fees will be grounds for the immediate termination of this Agreement.

10.4. Termination Notification

The Department will provide the Contractor with notice of termination pursuant to Section I – PARTIES TO AGREEMENT, REPRESENTATIVES AND NOTICE of this Agreement. The notice of termination will indicate the reason(s) for termination of the Agreement and the effective date of such termination.

10.4.1. The Department will compensate the Contractor for work satisfactorily completed prior to the effective date of such termination, but will not be liable for cost of services performed subsequent to such termination.

## **11. CITY CONTRACTING REQUIREMENTS**

### **11.1. Standard Provisions**

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22)[v.1], attached hereto and incorporated herein as Exhibit 1.

### **11.2. Disclosure of Border Wall Contracting Ordinance**

Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting Ordinance.” City may terminate this Agreement at any time if City determines the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts as defined in LAAC Section 10.50.1.

## **12. ORDER OF PRECEDENT**

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistency between the body of this Agreement and the exhibits, the order of precedence will be as follows:

- 1) This Agreement between the City of Los Angeles and Contractor;
- 2) Exhibit 1 – Standard of Provisions for City Contracts (Rev. 9/22)[v.1];
- 3) Exhibit 2 – Requirements for Brush Clearance, Weed and Refuse Abatement Work;
- 4) Exhibit 3 – Requirements for Tree Trimming and Removal;
- 5) Exhibit 4A – Requirements for Work on Public Property;
- 6) Exhibit 4B – Prevailing Wage Requirements;
- 7) Exhibit 5 – Supplier/Contractor Data Form
- 8) Exhibit 6 – Affidavit of Non-Collusion;
- 9) Exhibit 7 – Bid Checklist;
- 10) Exhibit 8 – Itemized Bid Sheet; and
- 11) Any other exhibit or attachment in the order in which they are attached.

## **13. ENTIRE AGREEMENT**

This Agreement contains the full and complete agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

#### **14. COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**

**NATIONAL WILDFIRE PROTECTION SERVICE, LLC**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
Kristin M. Crowley  
Fire Chief  
Los Angeles Fire Department

By: \_\_\_\_\_  
Mark Wright  
Owner

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

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

**APPROVED AS TO FORM:**  
HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

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

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

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

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

City Agreement Number: \_\_\_\_\_

# **EXHIBIT 1**

## **STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 9/22)[v.1]**

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.



#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.



**PSC-25. Warranty and Responsibility of Contractor**

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

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

### **STANDARD PROVISIONS**

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.



## Required Insurance and Minimum Limits

Name: National Wildfire Protection Services

Date: 03/01/2024

Agreement/Reference: Brush Clearance, Weed and Refuse Abatement Services

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

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

**General Liability** At least \$2,000,000 aggregate GL coverage. City of Los Angeles must be named as additional insured party.

\$1,000,000

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

**Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

**Pollution Liability**

\_\_\_\_\_

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

**Crime Insurance**

**Other:** Submitted to Lauren Nakasuji @ LAFD, March 1, 2024

\*\*Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>

\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))

# **EXHIBIT 2**

## **REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT WORK**

## **REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

The following must be on file with the Brush Clearance Unit by **noon (12:00 p.m., Pacific Time), seven (7) days prior to bid day** in order to participate in the bid process.

- Contractor State License(s).
- All insurance certificates have to be uploaded and current on the City's insurance compliance system located at <https://kwikcomply.org>. Contractors with lapsed insurance certificates will not be able to participate in bid process. Lapsed insurance certificates will also trigger non-payment until proof of insurance renewal is provided.
- The California Highway Patrol (CHP) Safety Net Driver/Vehicle Inspection Report (CHP 407)

### **1. LICENSE REQUIREMENTS**

1.1 California C-27 Landscaping Contractor State License.

1.2 If utilizing devices to manage traffic on public roadways, including but not limited to, cones, barricades, etc. a California C-31 Construction Zone Traffic Control Contractor State License is required.

### **2. INSURANCE REQUIREMENTS**

2.1 Evidence of insurance coverages listed below must be valid and uploaded on <https://kwikcomply.org> by 12:00 p.m., Pacific Time, seven (7) days prior to bid day in order to participate in bid process:

- 2.1.1 General Liability - \$1 million
- 2.1.2 Workmans Compensation - \$1 million
- 2.1.3 Automobile Liability - \$1 million

2.2 Proof of Workers' Compensation 0109 will be required to bid and must be available at all times for inspection at the job location.

### **3. SAFETY REQUIREMENTS**

3.1 All vehicles used to conduct brush clearance, weed and refuse abatement require a CHP 407 report and must be approved by the CHP.

3.2 Contractor will be required to renew their CHP 407 annually.

3.3 Prior to start of work each day, contractor foreman must conduct a safety meeting on-site.

3.4 Safety meeting must be conducted with LAFD Captain, Inspector, Utilities personnel, and Arborist.

3.5 Contractor must provide to the LAFD written emergency procedures in the event of a medical emergency involving one, or more, of its staff during an assignment.

3.6 Contractor must ensure each that vehicle used to perform the brush clearance, weed

## REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

and refuse abatement has (1) a Class A portable 2.5 gallon water fire extinguisher, and (2) a Class 4A 60B:C dry chemical fire extinguisher with current inspection tags.

### 4. OTHER REQUIREMENTS

4.1 Foreman/Public Relations person shall remain on site with the work crew throughout the workday.

4.2 When needed, the City Geologist may be required to be on site and must follow requirements posed by City Geologist.

4.3 Contractor must have clear professional relationship with:

- 4.3.1 Fire Inspector
- 4.3.2 Residents

4.4 Contractor must have a complete list of emergency contacts and/or phone numbers for all utilities who must be notified in the event of mishaps.

4.5 Contractor must notify the LAFD Inspector if contractor is working on the weekend. Contractor must have the Inspector's mobile number in case of an emergency. Inspector mobile number shall not be disclosed to the public.

4.6 Contractor must review and follow procedures on how to deal with public complaints, and staff.

- 4.6.1 Fire Inspector
- 4.6.2 DWP and other utilities
- 4.6.3 Electrical wires
- 4.6.4 And areas of concern

### 5. FINANCIAL RESPONSIBILITY - Contractor is responsible for all costs associated with the following:

5.1 Providing an on-site Foreman/Public Relations person to respond to property owner, residents, HOA, and on-site questions and complaints.

5.2 Obtaining DOT permits

5.3 Obtaining traffic flow signs, Flasher boards, cones, barricade, delineators, and flagmen.

5.4 Any citations resulting from no parking signs and other street signs with restrictions.

5.5 All damages to physical property owned by or in part by the DWP: electrical lines, water lines, and cable telephone wire.

# **EXHIBIT 3**

## **REQUIREMENTS FOR TREE TRIMMING AND REMOVAL**

## REQUIREMENTS FOR TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET

The following must be on file in the Brush Clearance unit by **noon (12:00 p.m., Pacific Time), seven (7) days prior to bid day** in order to participate in the bid process for tree trimming and removal.

- Contractor State License(s)
- All insurance certificates must be uploaded and current on the City's insurance compliance system located at <https://kwikcomply.org>. Contractors with lapsed insurance certificates will not be able to participate in bid process. Lapsed insurance certificates will also trigger non-payment until proof of insurance renewal is provided.
- The California Highway Patrol (CHP) Safety Net Driver/Vehicle Inspection Report (CHP 407)

### 1. LICENSE REQUIREMENTS

1.1. California C-61/D-49 Limited Specialty Tree Service Contractor State License.

1.2. All Tree Trimmers shall be Qualified line clearance trimmers with Electrical Hazard Awareness Program Certification from the International Society of Arborists (ISA) or Tree Care Industry Association (TCI).

1.3. If utilizing devices to manage traffic on public roadways, including but not limited to, cones, barricades, etc. a California C-31 Construction Zone Traffic Control Contractor State License is required.

1.4. One (1) full-time American Society of Consulting Arborists (ASCA) Registered Consulting Arborist on staff when City of Los Angeles Urban Forestry reporting requirements are conducted.

1.5. In addition to the requirements listed above, to bid on any of the following Service Categories, the following certifications and licenses must be on file by noon (12 pm pacific time), seven (7) days prior to bid day.

1.5.1. Service Category 1: Certified Arborist Tree Trimming or Removal

- 1 full-time Certified Arborists on staff certified through International Society of Arboriculture (ISA)

1.5.2. Service Category 2: Municipal Specialist Tree Trimming or Removal

- 1 full-time Municipal Specialist on staff certified through ISA
- 1 full-time Tree Risk Assessment Qualification (TRAQ) Certified Arborist certified through ISA
- Certified Tree Worker climbers and groundsmen certified through ISA

1.5.3. Service Category 3: Utility Tree Trimming or Removal

- 1 full-time Utility Specialist on staff certified through ISA

**REQUIREMENTS FOR  
TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET**

**2. INSURANCE REQUIREMENTS**

2.1. Evidence of insurance coverages listed below must be valid and uploaded on <https://kwikcomply.org> by 12:00 p.m., Pacific Time, seven (7) days prior to bid day in order to participate in bid process:

- 2.1.1. General Liability - \$1 million
- 2.1.2. Workers' Compensation - \$1 million
- 2.1.3. Automobile Liability - \$1 million

2.2. Proof of Workers' Compensation Class Code 0106 will be required seven days prior bid day and must be available for inspection at the job location:

**3. NOTIFICATION REQUIREMENTS:**

- 3.1. Contractor must have emergency number for all Utility Companies (LADWP, Cable, Telephone) and provide the list to LAFD Brush Unit.
- 3.2. Contractor is responsible for notifying the Utility Company regarding any mishaps.
- 3.3. Contractor must hand deliver a letter/flyer notifying affected property owner of the pending brush clearance, weed and/or refuse abatement project at least 48 hours in advance, at the discretion of the Inspector in charge. (Notice shall include contact person and phone number of contracting company and the LAFD)

**4. SAFETY REQUIREMENTS**

- 4.1. All vehicles used to conduct brush clearance, weed and refuse abatement require a CHP 407 report and must be approved by the CHP.
- 4.2. Contractor will be required to renew their CHP 407 annually.
- 4.3. Prior to start of work each day, contractor foreman must conduct a safety meeting on-site.
- 4.4. Safety meeting must be conducted with LAFD Captain, Inspector, Utilities personnel, and Arborist.
- 4.5. Contractor must provide to the LAFD written emergency procedures for the following scenario:
  - 4.5.1. Medical Emergency
  - 4.5.2. Tree Rescue
  - 4.5.3. Power line emergency

**REQUIREMENTS FOR  
TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET**

4.6. Contractor must ensure each vehicle used to perform the brush clearance, weed and refuse abatement, including tree trimming, must have (1) a Class A portable 2.5 gallon water fire extinguisher and (2) a Class 4A 60B:C dry chemical fire extinguisher with current inspection tags.

**5. OTHER REQUIREMENTS**

5.1. Foreman/Public Relations person and Arborist shall remain on site with the work crew throughout the workday.

5.2. Contractor employees must follow high power utility safety procedures at all times.

5.3. Have a meeting with DWP regarding power lines.

5.4. Arborist must have a meeting with the LAFD representative.

5.5. When needed, the City Geologist may be required.

5.6. Contractor must have clear relationship with:

5.6.1. Fire Inspector

5.6.2. Residents

5.6.3. Urban Forestry Dept. (Registered Consulting Arborist required)

5.6.4. Certified Arborist, ISA

5.7. Contractor must have a complete list of emergency contacts and/or phone numbers for all utilities who must be notified in the event of mishaps.

5.8. Contractor shall notify the LAFD if contractor is working on the weekend. Contractor must have the Inspector's mobile number in case of an emergency. Inspector mobile number shall not be disclosed to the public.

5.9. Review and follow procedures on how to deal with public complaints, and staff.

5.9.1. Arborist

5.9.2. Fire Inspector

5.9.3. Department of Forestry, DWP and other utilities

5.9.4. Electrical wires

5.9.5. And areas of concern

**6. FINANCIAL RESPONSIBILITY** - Contractor is responsible for all costs associated with the following:

6.1. On-site Foreman/Public Relations person to respond to homeowners, residents and on-site questions and complaints.

6.2. Obtaining DOT permits



**REQUIREMENTS FOR  
TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET**

- 6.3. Obtaining traffic flow signs, Flasher boards, cones, barricade, delineators, and flagmen.
- 6.4. Any citations resulting from no parking signs and other street signs with restrictions.
- 6.5. All damages to physical property owned by or in part by the DWP: electrical lines, water lines, and cable telephone wire.

# **EXHIBIT 4A**

## **REQUIREMENTS FOR WORK ON PUBLIC PROPERTY**

### **California Department of Industrial Relations Registration Requirement**

### **California State Senate Bill 854**



## Public Works Reforms (SB 854) Fact Sheet



Public Works Contractors – Effective 7/1/17 PWCR registration increases to \$400. Learn more [here](#).

Public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities.

### Essentials of public works contractor registration program:

- Contractors are subject to a registration and annual renewal fee set at \$400. This fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
  - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
  - Must have Contractors State License Board license if applicable to trade.
  - Must not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
  - Must not be under federal or state debarment.
  - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.

- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
- DIR provides a searchable database of registered contractors and subcontractors on its website, so that awarding bodies and contractors can comply with the requirement to only use registered contractors and subcontractors.
- Various protections are built in so that
  - A contractor won't be in violation for working on a private job that is later determined to be public work;
  - The inadvertent listing of an unregistered subcontractor on a bid doesn't necessarily invalidate that bid;
  - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
  - An unregistered contractor or subcontractor can be replaced with one who is registered;
  - A contractor whose registration lapses will have a 90-day grace period within which to pay a late fee and renew.
- Contractors and subcontractors register online. The preferred method of payment is by credit card.
- The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

### **Essentials of Public Works Enforcement Fund:**

All contractor registration fees go into the State Public Works Enforcement Fund and are used to fund the following items:

- Administration of contractor registration requirement;
- All DIR costs for administering and enforcing public works laws;
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR no longer charges awarding bodies for prevailing wage compliance monitoring and enforcement on legacy CMU projects.

### **Related changes in DIR's administration and enforcement of public works requirements:**

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects were eliminated and replaced by requirements that apply to *all* public works projects (as defined under the Labor Code).
- Awarding bodies are required to submit PWC-100 (contract award notice) for all public works projects.
- Contractors and subcontractors on *all* public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
  - CPRs are furnished to the Labor Commissioner online
  - This requirement phases in as follows:
    - Applied to public works projects that had been under CMU monitoring;
    - Applies to any new projects awarded on or after April 1, 2015;
    - May apply to other projects as determined by Labor Commissioner;
    - Applies to *all* public works projects, (except those listed under Exemptions just below), on and after January 1, 2016.
  - **Exemptions:** As of April 1, 2015, and even after January 1, 2016, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner:

### **Small Project Exemption**

Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

### **Any projects monitored and enforced by the following legacy LCPs:**

- California Department of Transportation (Caltrans)
- City of Los Angeles

- Los Angeles Unified School District
- County of Sacramento

**Projects covered by qualifying project labor agreements,** at the Labor Commissioner's discretion.

- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) ongoing public works projects awarded prior to January 1, 2012, that were under a pre-existing LCP requirement (see the four legacy LCPs listed above) and (2) projects funded in whole or in part by Proposition 84.

June 2017

# **EXHIBIT 4B**

## **REQUIREMENTS FOR WORK ON PUBLIC PROPERTY**

### **Prevailing Wage Requirements**

#### **City of Los Angeles Labor Compliance Manual**

# **CITY OF LOS ANGELES**



# **LABOR COMPLIANCE MANUAL**

Revised May 2014



**PART I**  
**CITY OF LOS ANGELES**  
**LABOR COMPLIANCE PROGRAM REQUIREMENTS**

**I. INTRODUCTION**

The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations.

The City's Labor Compliance Program (LCP) is certified under California Code of Regulations Chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.

**II. LABOR COMPLIANCE PROGRAM REQUIREMENTS**

- a.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
- b.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.
- c.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

**III. PUBLIC WORKS CONSTRUCTION PROJECTS**

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those

referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

#### **IV. EMPLOYMENT OF MINORS PROHIBITED**

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

#### **V. YOUTH EMPLOYMENT PROGRAMS**

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

#### **VI. CASH PAYMENTS PROHIBITED**

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. **Cash payments are prohibited.**

#### **VII. WORKERS DEFINED**

The City defines “worker” as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act) (CFR 29 Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

#### **VIII. PREVAILING WAGES**

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR), are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most

closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

## **IX. EFFECTIVE PREVAILING WAGE RATES**

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (\*) or double asterisk (\*\*). The single asterisk (\*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (\*\*) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2662. The rates are also available on the internet at [www.dir.ca.gov](http://www.dir.ca.gov).

## **X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS**

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, must be prepared by the Contractor and submitted to the OCC with the first payroll. In addition, a copy of the *Employer's Monthly Report To Trustees*, must be submitted to the OCC by the (15<sup>th</sup>) of the following month. Any worker not covered under a Trustee account must be paid a fringe benefit equivalent to that required by the DIR, associated with the minimum prevailing wage for the worker classification. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

## XI. APPRENTICE REQUIREMENTS

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

### 1. APPRENTICES

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City of Los Angeles contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

California Code of Regulations Title 8 §230.1 requires contractors who are not already approved to train by an applicable joint apprenticeship committee or unilateral committee, to request the dispatch of required apprentices from all of the applicable Apprenticeship Committees whose geographic area of operation includes the site of the public work by giving the committee actual notice of 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the ratios as stated in Labor Code Section 1777.5. If an Apprenticeship Committee dispatches fewer apprentices than the contractor requests, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a contractor who is not a participant in an apprenticeship program has requested dispatch from all applicable apprenticeship committees in the project area.

Apprentices shall be individually registered in a bona fide state or federally approved apprenticeship program. Apprentices, as defined in Labor Code Section 3077, must be registered with the State of California, Division of Apprenticeship Standards (DAS) to be eligible for employment as an apprentice on the project. Any employee listed on a payroll as an apprentice and paid the apprentice wage rate who is **not** an apprentice, as defined in California Labor Code Section 3077, shall be paid the journey level wage rate determined for the classification of work actually performed. The Contractor and sub-contractors shall furnish the City a copy of a DAS apprentice

registration for each apprentice employed. The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or (213) 576-7750 or at their website: [www.dir.ca.gov/DAS](http://www.dir.ca.gov/DAS)).

## 2. RATIOS

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a “Notice of Reprimand” and forward the matter to the DAS.

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

## **XII. LIABILITY FOR UNPAID WAGES**

- a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars (\$200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor’s obligation to pay prevailing wage rates is met.

- b.) The **Contract Work Hours and Safety Standards Act (CWHSSA)** require time and one-half pay for overtime as defined by the Federal government. (Overtime as defined by the Federal government is any time

over 40 hours worked by a worker in a given work week.) In the event that this project is federally funded, an additional penalty of \$10/day per violation will be strictly enforced for under-payment of the overtime rate. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

- c.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to ***kickback*** any portion of their wages. The **Copeland (Anti-Kickback) Act** is the federal statute that makes it a felony to require any laborer or mechanic employed on a Federal or Federally Assisted public works project to return any portion of his/her wages in connection with services rendered upon any public work.

### **XIII. POSTING**

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations.

### **XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM**

The Contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2660.

### **XV. CERTIFIED PAYROLL RECORDS**

- a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.

The payroll records referred to must include the employee's:

- A. name;
- B. address;
- C. social security number;
- D. work classification;
- E. straight time hours per day and total per week;

- F. overtime hours per day and total per week;
- G. gross wages earned this project;
- H. gross wages earned on all other projects;
- I. itemized deductions;
- J. actual per diem wages paid; and
- K. payroll check numbers or direct deposit verification

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

- b.) Certified payrolls from the Contractor and all Subcontractors shall be submitted to the City **weekly** through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. The City reserves the right to **reject incomplete** payroll reports and request re-submittal of complete reports.
- c.) The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit certified payrolls through OCPS. In the event that Subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.
- d.) Upon a request from the City, the Contractor and all Subcontractors shall be prepared to submit hard copies of certified payrolls accompanied by a Statement of Compliance, signed in ink.
- e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports through OCPS, and a copy of the DMV vehicle registration of the Owner-Operator shall be submitted to the City after the first Certified Payroll on which this owner-operator's name appears. Listing any individual as "Owner-Operator" **will not** be accepted as the classification is not recognized by the State of California Department of Industrial Relations' Office of Policy, Research and Legislation.
- f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars (\$100) per day, per worker employed on the project, for failing to comply strictly with requests by the City for submittal of payroll documents and/or all supporting documents which includes, but is not limited to: cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be

subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

## **XVI. WORKING HOURS**

- a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½ ) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.
- b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer's place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations inclusive of return trip travel time from a public work classified project. All "hours worked" must be included in calculating any overtime including time denominated as compulsory travel time.

The Portal-to Portal Act applies to public works project that are funded in whole or in part with federal funds and excludes from the workday travel to or from the workplace by an employee (29 USC 254 (a)(1)). Under section 254(a), this includes work performed pursuant to contracts awarded by the federal government under the Davis-Bacon Act. However, the Portal-to-Portal Act, to the degree it amends the Davis-Bacon Act, does not supercede any aspect of the California Prevailing Wage Law and is not applicable to compulsory travel time incurred in the performance of a California awarding body's public work project when determining the "hours worked" as noted by the California Supreme Court in *Morrillion v. Royal Packing Company* (2000) 22 Cal. 4<sup>th</sup> 575,94 Cal. Rptr.2d3,

"The California Labor Code and the Industrial Welfare Commission (IWC) wage orders do not contain an express exemption for travel time similar to that of the Portal-to-Portal Act. ...In contrast to these specific findings showing the congressional intent, the Legislature has not similarly identified existing evils under state law." (*Id.* at p.590.)

In reviewing the history of the IWC's Wage Order No. 14-80, the California Supreme Court said,



“The IWC added the phrase ‘the time during which an employee is subject to the control of the employer’ to the definition of ‘hours worked.’ ...Absent convincing evidence of the IWC’s intent to adopt the federal standard for determining whether time spent traveling is compensable under state law, we decline to import any federal standard, which expressly eliminates substantial protections to employees. Accordingly, we do not give much weight to the federal authority.” (*Id.* at p. 590-591)

Finally, the California Supreme Court observed,

“our departure from the federal authority is entirely consistent with the recognized principle that state law may provide employees greater protection than the F.L.S.A. [Fair Labor Standards Act].” (*Id.* at p. 592.)

#### **XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS**

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City may withhold contract payments when payroll records are delinquent or inadequate.

#### **XVIII. DISPUTES**

The City’s Labor Compliance Program administered by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

**PART II**  
**LABOR COMPLIANCE PROGRAM REQUIREMENTS –**  
**FEDERALLY FUNDED/ASSISTED CONSTRUCTION**  
**PROJECTS**

Projects receiving full or partial federal funds are subject to the regulations listed below, in addition to any and all applicable California labor requirements.

**I. DAVIS-BACON REGULATIONS**

The U.S. Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) and can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1 explains how the DOL establishes and publishes Davis-Bacon Act wage determinations and provides instructions on how to use the determinations. Part 3 describes the Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in each contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Part 7 sets parameters for due process procedures before the Wage Appeals Board (renamed Administrative Review Board). These regulations are used as the basis for administering and enforcing the laws.

**The Davis-Bacon Act**

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the DOL) to all laborers and mechanics on Federal construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

**The Contract Work Hours and Safety Standards Act (CWHSSA)**

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 hours in any work week) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

### **The Copeland Act (Anti-Kickback Act)**

The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to *kickback* any part of their wages. The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

### **The Fair Labor Standards Act (FLSA)**

The FLSA contains Federal minimum wage rates and overtime (O/T) requirements. These requirements generally apply to any labor performed and may be *pre-empted* by other Federal standards such as the Davis-Bacon Act prevailing wage requirements and CWHSSA O/T provisions. Only the Department of Labor has the authority to administer and enforce the FLSA. The Office of Contract Compliance (OCC) will refer any possible FLSA violations that are found on projects to the DOL.

## **II. CONSTRUCTION CONTRACT PROVISIONS**

Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon Wage Decision. These documents are bound into the contract specifications.

### **The Labor Standards Clauses**

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

### **Davis-Bacon Wage Decisions**

The Davis-Bacon Wage Decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, and the minimum wage rates (and fringe benefits, where prevailing) that employees performing work in those classifications must be paid.

### **Contract Administration form BCA-167**

The Bureau of Contract Administration form BCA-167 “Contractor Daily Field Report” must be utilized on all projects receiving federal-aid.

The BCA-167 is to be completed by the Prime Contractor on a daily basis and forwarded to the Bureau of Contract Administration Project Inspector no later than noon of the work day following the work date.

### **III. INQUIRIES**

All questions regarding this section and all matters concerning the payment of prevailing wages should be referred to:

The Office of Contract Compliance  
Labor Compliance Section  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
(213) 847-2662

For more information, log on to:

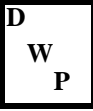
<http://bca.lacity.org>

<http://www.dir.ca.gov>

<http://www.dol.gov>

# **EXHIBIT 5**

## **SUPPLIER/CONTRACTOR DATA FORM**



# SUPPLIER/CONTRACTOR DATA

DWP USE ONLY

VC#

Please type or print

SEE REVERSE SIDE FOR INSTRUCTIONS

<b>5a) FIRM NAME</b>  <b>FIRM NAME</b>  <b>CHECK ONE:</b> <input type="checkbox"/> Division of: <input type="checkbox"/> Subsidiary of:	(Exactly as it appears on your invoice)	(Please attach a copy of your invoice)	1) BTRC/TRC NO.
	(Full, legal or Corporate)		2) FED. TAX I.D. NO.
			3) STANDARD INDUSTRIAL CODE NO.
			4) CONTRACTOR LIC. # Expires:

**5b) BUSINESS TYPE:**  CORPORATION  PARTNERSHIP  SOLE PROPRIETOR  OTHER (please specify)

<b>6) BID/MAILING ADDRESS INFORMATION</b>	NUMBER	STREET		TELEPHONE NUMBER
	CITY	STATE	ZIP	FAX NUMBER
	LOCAL CONTACT NAME			CONTACT NUMBER
	E-MAIL ADDRESS/WEBSITE ADDRESS			

<b>7) BUSINESS LOCATION</b> (If No. 6 is a PO Box)	NUMBER	STREET		
	CITY	STATE	ZIP	

<b>8) AGENT OR MANUFACTURER INFORMATION</b>	C/O FIRM NAME		E-MAIL ADDRESS	
	NUMBER	STREET		
	CITY	STATE	ZIP	TELEPHONE NUMBER

<b>9) REMITTANCE ADDRESS</b>	NUMBER	STREET		
	CITY	STATE	ZIP	

**10) BUSINESS SIZE STATUS:**  Small  Large  Certified Small Local Business (SLB)  Non-Profit

**11a) MINORITY-OWNED BUSINESS ENTERPRISE?**  YES  NO  
**WOMAN-OWNED BUSINESS ENTERPRISE?**  YES  NO

**11b) IF ANSWER IS YES, PLEASE INCLUDE OWNERSHIP DATA:**

NAME(S): _____	% of Ownership _____
NAME(S): _____	% of Ownership _____
NAME(S): _____	% of Ownership _____

AMERICAN INDIAN  HISPANIC  ASIAN-PACIFIC AMERICAN  AFRICAN AMERICAN

**12) CERTIFIED AS MINORITY-OWNED OR WOMAN OWNED BY:**

**13) IMPORTANT!** The undersigned or an authorized representative of the firm must notify the Department of Water and Power of any changes to the information contained herein. Failure to do so may result in lost opportunities of receiving bids.

\_\_\_\_\_  
Signature (Officer, Principal or Owner) Title Date

Please return Supplier/Contractor Data Form to: DEPARTMENT OF WATER AND POWER  
 CORPORATE PURCHASING SERVICES  
 PO BOX 51111, ROOM L-43  
 LOS ANGELES, CA 90051-0100

FAX: (213) 367-1643 or E-mail to [PURCHBIDS@LADWP.COM](mailto:PURCHBIDS@LADWP.COM)

## INSTRUCTIONS FOR COMPLETING THE SUPPLIER/CONTRACTOR DATA FORM

- 1) **TRC NO.** – Enter your (Business) Tax Registration Certificate Number. Firm's current Tax Registration Certificate Number or Business Tax Exemption Number must be shown on all invoices submitted for payment. Failure to do so may delay payment. For additional information regarding the applicability of the City Business Tax Registration, vendor shall contact the City Clerk's Office at (213) 978-1521.
- 2) **FEDERAL TAX ID NUMBER** – For purposes of 1099 Reporting, the name and Tax ID may result in delay of payment and may subject you to 31% backup withholding to comply with Sec. 3406 of the Internal Revenue Code.
- 3) **STANDARD INDUSTRIAL CODE** – Enter SIC number.
- 4) **CONTRACTOR LICENSE NUMBER AND EXPIRATION DATE** – Enter license number and date contractor license expires.
- 5a) **FIRM NAME** – Enter complete legal name(s) of owner(s) or corporate name entered on the Corporate Charter.  
**Division of Subsidiary of** – Check if you are a division or subsidiary and give the firm's affiliation name.
- 5b) **BUSINESS TYPE** – Check one; if "OTHER" is checked, please specify what type of business organization (e.g. Joint Venture, LLC, etc.)
- 6) **BID/MAILING ADDRESS** – Enter where you want bids and correspondence mailed.
- 7) **BUSINESS LOCATION** – Enter your business street address, if mailing address is a P.O. Box address.
- 8) **C/O FIRM NAME** – If bids are to be mailed in "c/o (care of)" agent or manufacturer's representative, enter appropriate name and address.
- 9) **REMITTANCE ADDRESS** – Enter where you want payments mailed to, if different than bid/ mailing address.
- 10) **BUSINESS SIZE STATUS** – Indicate size of business based on the following guidelines:
  - SMALL** – Less than \$3 million aggregate receipts for the previous fiscal year.
  - LARGE** – More than \$3 million in aggregate receipts for the previous fiscal year.
  - CERTIFIED SMALL LOCAL BUSINESS (SLB)** – Only businesses certified as a SLB should check this box.
  - NON-PROFIT** – Your business is listed as a non-profit organization.
- 11a) **MINORITY OR WOMAN-OWNED BUSINESS** – Must be at least 51% owned by minority or minorities (MBE), or a woman or women (WBE), who exercise the power to make policy decisions and who are actively involved in the day-to-day management of business.
- 11b) **OWNERSHIP DATA** – Enter name(s) and percentage(s) of ownership.
- 12) **CERTIFIED AS MINORITY-OWNED OR WOMAN-OWNED** – Enter the agency that certified your business. Mail or transmit a copy of your certification.
- 13) **DECLARATION** – Please sign and date.

Please return Supplier/Contractor Data Form to: **DEPARTMENT OF WATER AND POWER  
CORPORATE PURCHASING  
SERVICES PO BOX 51111, ROOM L-43  
LOS ANGELES, CA 90051-0100**

**FAX: (213) 367-1643 or E-Mail to [PURCHBIDS@LADWP.COM](mailto:PURCHBIDS@LADWP.COM)**

# **EXHIBIT 6**

## **AFFIDAVIT OF NON-COLLUSION**



**NON-COLLUSION AFFIDAVIT**

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, \_\_\_\_\_, depose and say that I am  
\_\_\_\_\_, of \_\_\_\_\_,  
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: \_\_\_\_\_ at \_\_\_\_\_  
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

\_\_\_\_\_  
(Signature)

# **EXHIBIT 7**

## **BID CHECKLIST**

## BID CHECKLIST

## Exhibit 7

The following must be completed and/or on file with the Brush Clearance Unit (BCU) **by noon, Pacific Time, seven (7) days prior to a bid session:**

- \_\_\_\_\_ Insurance certificates must be current on KwikComply (<https://kwikcomply.org/>)
- \_\_\_\_\_ Proof of current California State Licenses
- \_\_\_\_\_ Proof of Required Certifications
- \_\_\_\_\_ Proof of Department of Industrial Relations Registration (if applicable)
- \_\_\_\_\_ Small & Local Business Certification (if applicable)
- \_\_\_\_\_ Subcontractor approval request with their completed compliance documents:
  - \_\_\_\_\_ CEC Form 50 (<https://ethics.lacity.org/forms/>)
  - \_\_\_\_\_ CEC Form 55 (<https://ethics.lacity.org/forms/>)
  - \_\_\_\_\_ Contractor Responsibility Questionnaire  
(<https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf>)
  - \_\_\_\_\_ Contractor Responsibility Pledge of Compliance  
([https://bca.lacity.org/Uploads/cro/CRO\\_Pledge%20of%20Compliance\\_Fillable%20%281%29.PDF](https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF) )
  - \_\_\_\_\_ Business Tax Registration Certificate Number (<https://finance.lacity.org/>)
  - \_\_\_\_\_ Proof of Subcontractor Licenses, Certifications, Registration and Insurance (see Exhibit 2, Exhibit 3 and Exhibit 4A & 4B)
  - \_\_\_\_\_ Affidavit of Non-Collusion (see Exhibit 6)
- \_\_\_\_\_ If applicable, proof of submission of the LADWP Supplier/Contractor Data Form (see Exhibit 5)

The following must be submitted **in a sealed envelope at time of bid:**

- \_\_\_\_\_ Completed Bid Sheet containing Contractor's bid price for each parcel and total bid package
- \_\_\_\_\_ Affidavit of Non-Collusion (see Exhibit 6)
- \_\_\_\_\_ Name and information on BCU approved subcontractor

# **EXHIBIT 8**

## **ITEMIZED BID SHEET**

**LOS ANGELES CITY FIRE DEPARTMENT  
BRUSH CLEARANCE UNIT  
ITEMIZED BID SHEET**

ATTENTION: LAFD BCU & PROPERTY OWNER

DATE:

ARBORIST  C31  EHAP

COMPANY NAME:

ASSESSOR PARCEL NUMBER and PACKAGE NUMBER:

FIXED COSTS	TOTAL COSTS		
OFFICE/YARD RENTAL			
OFFICE EXPENSES			
SUPPORT STAFF			
LAFD CERTIFICATION REQUIREMENTS			
INSURANCE			
<b><u>TOTAL COSTS:</u></b>			
VARIABLE COSTS	CREW SIZE	BRUSH ONLY	MULTIPLE VIOLATIONS
LABOR COSTS			
WORKERS COMPENSATION INSURANCE			
EQUIPMENT COSTS			
DUMP FEES			
TRUCK AND LARGE EQUIPMENT EXPENSES			
FUEL FOR VEHICLES AND 2 STROKE EQUIPMENT			
<b><u>TOTAL COSTS:</u></b>			

**CONTRACT TERM: 14 DAYS UNLESS AGREED UPON WITH DISTRICT INSPECTOR AT TIME OF BIDDING. ALL CLEARANCE SHALL BE IN ACCORDANCE WITH L.A.M.C. 57.322 , 49.6.3.3 , 57.507.5 , 57.503.1 , 56.08**

# BRUSH CLEARANCE BID

PACKAGE NUMBER
----------------

The cost of clearance for each parcel must include the elimination, removal and legal disposal of all hazardous brush, grass, weeds, and rubbish from the subject parcels, in accordance with the Los Angeles Code Section 57.322 plus and specific items, which are identified on any bid documents concerning that parcel.

Return bids to Brush Clearance Unit, 6262 Van Nuys Blvd. Rm 451, Van Nuys 91411

PRICE APPROVAL		
Yes	No	Initials

<b>Inspector:</b>					
APN	Contractor's Price	Inspector Comments	Date Work Started	Date Work Completed	Date of Final Inspection
1.					
2.					
3.					
Work to be completed and called in by:    /    /    5p.m				<b>Inspector Pkg Sign-Off Date</b>	<b>OK to Pay Initials:</b>
Signature of Authorized Bidder : _____  Print Company Name: _____  Title: _____ Date: N/A					<b>Approval For Payment</b>
<b>This bid must be signed to be accepted by the Los Angeles City Fire Department</b>					
<b>LAFD Representative:</b>				<b>Date:</b>	

AGREEMENT NO. \_\_\_\_\_

between

THE CITY OF LOS ANGELES

and

OUTLOOK ZONE, INC.

for

BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

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LIST OF EXHIBITS

EXHIBIT 1 - STANDARD PROVISIONS FOR CITY CONTRACTS

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EXHIBIT 4A - REQUIREMENTS FOR WORK ON PUBLIC PROPERTY  
California Department of Industrial Relations Registration Requirement  
California State Senate Bill 854

EXHIBIT 4B - REQUIREMENTS FOR WORK ON PUBLIC PROPERTY  
Prevailing Wage Requirements  
City of Los Angeles Labor Compliance Manual



EXHIBIT 5 - SUPPLIER/CONTRACTOR DATA FORM

EXHIBIT 6 - AFFIDAVIT OF NON-COLLUSION

EXHIBIT 7 - BID CHECKLIST

EXHIBIT 8 - ITEMIZED BID SHEET

**AGREEMENT NO. \_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**OUTLOOK ZONE, INC.**  
**FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

**THIS AGREEMENT** (hereinafter referred to as “Agreement”) is made and entered into by and between the City of Los Angeles (hereinafter referred to as the “City”), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department” or “LAFD”), and Outlook Zone, Inc., a California Corporation, a qualified brush clearance contractor (hereinafter referred to as the “Contractor”), with reference to the following;

**WHEREAS**, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances, including, but not limited to, overgrown vegetation and refuse as set forth in LAMC §57.322.1 and §57.503.1.6.6; and

**WHEREAS**, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publicly-owned and privately-owned property within the City of Los Angeles; and

**WHEREAS**, in connection with said efforts, the Department has determined that it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

**WHEREAS**, the Department requires such services every year generally commencing in late Spring; and

**WHEREAS**, the City performed its Charter §1022 evaluation and determined that City employees do not have the expertise to perform the work; and

**WHEREAS**, on July 10, 2023, the Department issued a Request for Qualifications (“RFQ”) No. 2023-038-001 in accordance with City Charter §372, seeking qualified brush clearance, weed and refuse abatement contractors; and

**WHEREAS**, the Contractor responded to the RFQ and the Department has determined that the Contractor possesses the qualifications and experience necessary to provide the services requested; and

**WHEREAS**, the City desires to enter into an Agreement with the Contractor for brush clearance, weed and refuse abatement services.

**NOW THEREFORE**, in consideration of the above premises, representations, covenants and agreements provided below, the parties agree as follows:

## **1. PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTICE**

### 1.1. Parties

The parties to this Agreement are:

City - The City of Los Angeles, a municipal corporation, acting by and through its Fire Department, having its principal office at 200 North Main Street, 18<sup>th</sup> Floor, Los Angeles, California 90012.

Contractor - Outlook Zone, Inc., a California Corporation, having its principal office at 28108 Florence Ln., Santa Clarita, CA 91351.

### 1.2. Representatives

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

- 1.2.1. The City's Representative will be as follows, unless otherwise stated in this Agreement:

Kristin M. Crowley, Fire Chief  
Los Angeles Fire Department  
200 North Main Street, 18th Floor  
Los Angeles, California 90012

With a copy to:

Brent Kneisler, Inspector II  
Los Angeles Fire Department  
Fire Prevention and Public Safety Bureau  
Brush Clearance Unit  
6262 Van Nuys Boulevard, Suite 451  
Van Nuys, California 91401

- 1.2.2. The Contractor's representative will be:

Asher Price, President  
Outlook Zone, Inc.  
28108 Florence Ln  
Santa Clarita, CA 91351  
Telephone: (818) 788-1235

E-mail: service@outlookzone.com

### 1.3. Notices

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

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

## 2. TERM OF AGREEMENT AND COMPENSATION

### 2.1. Term

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective as of July 1, 2024, and will terminate on June 30, 2027, unless otherwise terminated by the Department as provided for in this Agreement.

### 2.2. Amendments

Any amendments to this Agreement shall utilize the amendment process described in Section PSC 5 of the Standard Provisions for City Contracts (Rev. 9/22)[v.1], attached hereto and incorporated herein as Exhibit 1. Any amendments to extend the term of this Agreement are contingent on availability of funds and the Contractor having provided satisfactory services under this Agreement.

### 2.3. Ratification of Agreement

To the extent that the Contractor may have begun performance of the services before the date of execution at the City's request and due to the immediate needs, the City hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement. Notwithstanding this Section, the term of this Agreement will remain as stated above.

### 2.4. Compensation

The Contractor will be compensated by the City, for satisfactory performance, pursuant to the bidding process and other requirements as set forth in this Agreement.

### 2.5. Non-Exclusive Agreement

2.5.1. The Contractor understands and agrees that this is a non-exclusive agreement and that the City may enter into other agreements for the provision of brush clearance services.

2.5.2. Execution of this Agreement does not guarantee that the City will request the Contractor to provide any services.

### **3. GENERAL SPECIFICATIONS AND REQUIREMENTS**

#### **3.1. Mandatory Orientation**

The Contractor must attend any required orientation sessions presented by the Department regarding the Brush Clearance Program. By executing this Agreement, the Contractor certifies that they are familiar with the policies, procedures and requirements for brush clearance, weed and refuse abatement under the Brush Clearance Program and the relevant provisions of the LAMC.

If the Contractor intends to bid for work involving tree trimming and removal, the Contractor further certifies that they are familiar with the procedures and requirements for said work and the relevant provisions of the LAMC.

#### **3.2. Work to Be Performed by the Contractor**

During the term of this Agreement, the Contractor will provide brush clearance, weed and/or refuse abatement services, including tree trimming and removal, on public and/or private property under the Department's jurisdiction, pursuant to the requirements specified in LAMC §57.322 and §57.503.1.6.

3.2.1. Specific work to be performed by the Contractor will be assigned by the Department to the Contractor pursuant to the Brush Clearance Program's policies and procedures.

3.2.2. The exact nature of the work to be performed by the Contractor for each bid award will be described in bid packages prepared by the Department for each parcel to be cleared.

3.2.3. Cut vegetation must be processed or removed within the same day it is cleared, by a reasonable hour.

#### **3.3. Required Licenses, Certifications, Registrations and Insurance**

In order to participate in bid sessions, the Contractor must submit to the Brush Clearance Unit seven (7) days prior to bid day, required licenses, certificates, registration and insurances as specified in:

- 3.3.1. Requirements for Brush Clearance, Weed and Refuse Abatement Services, attached hereto and incorporated herein as Exhibit 2; and
- 3.3.2. Requirements for Tree Trimming and Removal Above Thirteen Feet, attached hereto and incorporated herein as Exhibit 3; and
- 3.3.3. Requirements for work on Public Properties – CA Department of Industrial Relations Registration Requirement, attached hereto and incorporated herein as Exhibit 4A; and
- 3.3.4. Requirements for work on Public Properties – Prevailing Wage Requirements, attached hereto and incorporated herein as Exhibit 4B.

### 3.4. Equipment Requirements, Inspections and Operation

#### 3.4.1. Equipment Requirements

The Contractor must provide all equipment in good working condition that is required to satisfactorily perform the services under this Agreement as more fully described in Exhibit 2 – Requirements for Brush Clearance, Weed and Refuse Abatement Services and Exhibit 3 – Requirements for Tree Trimming and Removal Services. All equipment furnished must meet the specifications below.

#### 3.4.2. Equipment Inspection

Any and all equipment being used by the Contractor must be available for inspection by a Department representative prior to the awarding of a bid. If equipment is to be leased or purchased, the supplier and specifications must be provided to the Department upon request. Any unsatisfactory equipment will be rejected.

#### 3.4.3. Equipment Operation and Maintenance

3.4.3.1. The Contractor shall have the necessary tools and spare parts for equipment to allow the operator or worker to make minor repairs in the field and to keep all equipment operating and serviceable throughout the day.

3.4.3.2. The Contractor is responsible for performing all routine maintenance and repairs to equipment on its own time.

### 3.5. Professional Conduct

The Contractor, and each of his or her employees, will conduct themselves in a professional manner while conducting business pursuant to this Agreement on public

or private property, while in contact with City employees, other Contractors, and members of the public.

- 3.5.1. The Contractor shall keep himself or herself fully informed of all existing and future federal, state, county or city laws, regulations and municipal ordinances, which may in any manner affect their work.
- 3.5.2. The Contractor shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all existing and future safety requirements, laws, ordinances, regulations, orders and decrees, which may in any manner affect work performed under this Agreement.
- 3.5.3. The Contractor shall at all times enforce strict discipline and good order among its employees or subcontractors.
- 3.5.4. The Contractor shall not employ or assign work to unfit persons or anyone not skilled in the operation of equipment or in the work to be performed under this Agreement.

#### **4. BID PROCESS**

##### **4.1. Mandatory Orientation**

A mandatory orientation meeting will be held prior to the start of bid sessions to provide an overview of the bid process and licenses, certifications, registration, and insurance required to participate. Contractors will be notified of the mandatory orientation by email.

##### **4.2. Requirements**

- 4.2.1 Requirements listed in Exhibit 2 – Requirements for Brush Clearance, Weed and Refuse Abatement Services and in Exhibit 3 – Requirements for Tree Trimming and Removal Above Thirteen Feet must be current and on file with the Department by 12:00 p.m., Pacific Time, seven (7) days prior to bid day in order to bid on certain bid packages.
- 4.2.2 Prior to the LAFD conducting any bid sessions on behalf of the Department of Water and Power (hereinafter referred to as “LADWP”), Contractors shall show proof and retain a ISA certified Arborist Municipal Specialist license and submit a Supplier/Contractor Data Form, attached hereto and incorporated herein as Exhibit 5, directly to LADWP in order for LADWP to create vendor codes for those Contractors. The Brush Clearance Unit shall facilitate all LADWP registrations with PurchBids, LADWP’s contractor vendor payment process, to ensure correct vendor codes are being generated.

### 4.3. Bid Packages

4.3.1. The Department will compile numbered bid packages for the work required, usually consisting of thirty (30) to fifty (50) hours or more of brush, weed and refuse abatement, and tree trimming and removal services for a typical five (5) person crew. The bid package may contain more than one (1) parcel to be abated.

4.3.2. Bid packages may contain multiple parcels and will include:

4.3.2.1. Detailed specifications describing work on each parcel.

4.3.2.2. A copy of the applicable Los Angeles County Assessor's map.

4.3.2.3. The Start Date.

4.3.2.4. Affidavit of Non-Collusion (Exhibit 6)

Throughout the term of this Agreement, the Contractor must abide by the requirements stated in the Affidavit of Non-Collusion, attached hereto and incorporated herein as Exhibit 6, on each and every bid submitted, and regarding any other action in furtherance of the Contractor's participation in the Brush Clearance Program.

Failure to abide by the requirements of this Article and Exhibit 6 – Affidavit of Non-Collusion will be cause for termination of this Agreement and will result in the Contractor being disqualified from future participation in the Brush Clearance Program.

4.3.2.5. The Solicitation Order describing specific licenses, certifications and insurance required by the bid package.

4.3.2.6. The Bid Checklist (Exhibit 7) that is required to be submitted by Contractor in a sealed envelope on the date bids are due.

### 4.4. Bid Package Adjustments

4.4.1. The Department will inspect each parcel included in a bid package by the date that bids are due to ensure work described within the bid package has not already been abated by the property owner during the period between issuance of the original bid package and the deadline for submitting the bid.

4.4.2. Should one (1) or more parcels in the original bid package be removed for reasons stated above, the Department will post an updated list of parcels highlighting those that have been removed. The updated list will



be located at the Brush Clearance Unit Office, by 2:00 p.m., Pacific Time, on the date the bids are due.

- 4.4.3. It is the Contractor's sole responsibility to revise and adjust their bid, based on the final posted list of parcels, to reflect any changes made to the parcels in the bid package.
- 4.4.4. Bids submitted by the Contractor that do not conform to the final list of parcels as posted by the Department will be rejected as non-responsive, and will not be considered for an award.
- 4.4.5. A Contractor may withdraw his or her bid at any time during the bid session.

#### 4.5. Submitting A Bid

- 4.5.1. Once bid packages are released by the Department, the Contractor has seven (7) calendar days (unless otherwise specified in the bid package) to submit their bid.
- 4.5.2. The price for each parcel must be specified and the total package amount must be stated.
- 4.5.3. Prior to submitting a bid, the Contractor will have the sole responsibility to confirm what parcels are included in the final bid package, based on the final posted list of parcels.
- 4.5.4. Any and all problems, complaints and questions regarding policies and procedures of the Brush Clearance Program or bidding process and awarding of bids hereunder must be directed to the Brush Clearance Unit Commander or the attending Inspector II, **prior** to the submittal of the bid.
- 4.5.5. Bids must be submitted in sealed envelopes. Only one (1) bid sheet is to be submitted per envelope. An Affidavit of Non-Collusion, fully executed by the Contractor, must accompany each bid sheet. Bids must be complete, legible, and in black ink.
- 4.5.6. Bids are due in the Department's Brush Clearance Unit Office at 6262 Van Nuys Boulevard, Suite 451, Van Nuys, California, 91401 before 12:45 p.m., Pacific Time, each Thursday following the release of a bid package. **NO BIDS WILL BE ACCEPTED AFTER 12:45 P.M.**
- 4.5.7. After the deadline for submittal of bids, the Contractor will wait outside of the Brush Clearance Unit office until summoned.

4.5.8. After the deadline for submittal of bids and continuing until the bid award, the Contractor will not communicate in any manner with the Department's personnel regarding any bid package or bid.

#### 4.6. Award of Bids

4.6.1. It is mandatory that bidders, or their qualified representatives, be present at bid openings and during the awarding of bids.

4.6.1.1. If someone, other than the Contractor's representative, specified in Section 1.2.2, is participating in a particular bid session, written documentation from the Contractor identifying and authorizing the representative to participate must be submitted to the Department along with the bid, prior to the deadline for submittal of the bid.

4.6.1.2. It is the Contractor's sole responsibility to ensure that his or her representative is thoroughly familiar with Brush Clearance Program bidding policies and is thereby qualified to participate in the bid process on behalf of the Contractor.

4.6.1.3. Any lost bids on the part of the Contractor due to the inability or unfamiliarity of the Contractor's representative with Brush Clearance Program bidding policies and procedures will not be the responsibility of the Department.

4.6.2. Bids will be opened, sorted, and read promptly by the Department personnel. The bid will be awarded to the lowest responsible bidder for each package at 3:00 p.m., Pacific Time, or shortly thereafter.

4.6.3. Each package will be awarded to only one (1) contractor.

4.6.4. The Department reserves the right to reject all bids and not make an award on any bid package that was issued.

4.6.5. If parcels have been pulled during the bid session, the winning contractor will have the option of not accepting the bid award, at which time it will be awarded to the next lowest bidder.

4.6.6. If no parcels were pulled during bid session, the winning contractor must accept the package in total.

#### 4.7. Timelines for Completion of Work

4.7.1. Performance Period

**Time is of the essence.** All work identified in a bid package must be satisfactorily completed no later than 5:00 p.m. Pacific Time, thirteen (13) calendar days after the bid award.

#### 4.7.2. Performance Days

4.7.2.1. Performance days shall include weekends.

4.7.2.2. Performance days shall not include City holidays and/or rain days.

#### 4.7.3. Extension of Performance Period

4.7.3.1. If Contractor's performance period includes City holidays and/or rain days, the Department may grant Contractor an extension to the performance period.

4.7.3.2. If the performance period due date falls on a City holiday or rain day, the due date will be the next regular City business day.

#### 4.7.4. Unexcused Delays

Unexcused delays in completion of work will result in assessment of penalties pursuant to Article 8 – LIQUIDATED DAMAGES, of this Agreement.

#### 4.8. Re-Awarding a Bid Package

4.8.1. If the Contractor fails to perform satisfactorily under this Agreement, the Department may re-award bid packages that have not been completed by the Contractor to the next lowest acceptable bid from the applicable bid session.

4.8.2. The performance period of a re-awarded bid package may be extended for good cause beyond the stated expiration date at the sole discretion of the Department.

### 5. PREVAILING WAGE

#### 5.1. Prevailing Wage Rates

Prevailing Wages must be paid on all City of Los Angeles public works projects when the work is for construction, alteration, demolition, installation, maintenance or repair when the work is done under contract and paid for in whole or in part out of public funds.

5.1.1. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific,

with Sections 1720-1861 of the Code requiring the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rate is established by the State of California's Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2636.

5.1.2. Any contract awarded hereunder will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

5.1.3. The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the Contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

5.2. Pursuant to Section 1776 of the California Labor Code:

5.2.1. The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.2.2. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.3. Joint Labor Compliance Monitoring Program

The City has a Joint Labor Compliance Monitoring Program to assist in ensuring that the proper Prevailing Wage Rates are paid to all workers employed on the City's public works projects.

5.3.1. The Contractor and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance

with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

- 5.3.2. Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while working on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2675.

## **6. SUBCONTRACTING**

Contractors shall request approval in writing from the Department for all subcontractors who will be working under a bid package at least seven (7) days prior to a bid session. The subcontractor shall be approved in writing by the Department prior to the beginning of work, regardless of the dollar amount of work to be performed.

### **6.1. Subcontractor Requirements**

Prior to requesting approval, the Contractor must ensure their subcontractors meet the following City compliance document requirements. The following documents can be downloaded off the Brush Clearance, Weed and Refuse Abatement RFQ page on BAVN ([www.labavn.org](http://www.labavn.org)) and must be submitted with the subcontractor approval request seven (7) days prior to a bid session.

- 6.1.1. Municipal Lobbying Ordinance and CEC Form 50 (RFQ Attachment F)
- 6.1.2. City Charter §470 (c)(12) and CEC Form 55 should they meet threshold requirements. (RFQ Attachment G)
- 6.1.3. If working on an agreement over \$25,000, the Contractor must ensure that his or her subcontractors meet the criteria for responsibility set forth in the Contractor Responsibility Ordinance ("CRO") and complete the CRO Questionnaire and Pledge of Compliance. (RFQ Attachments D and E)
- 6.1.4. Proof subcontractors hold required license(s), certification(s), registration(s) and insurance as outlined in Exhibit 2, Exhibit 3, Exhibit 4A and Exhibit 4B of this Agreement.

The Contractor may not use any subcontractor that has been determined or found to be a non-responsible contractor by the City.

- 6.2. All requests for subcontractor approval must contain the following information:

- 6.2.1. Subcontractor's Name
- 6.2.2. Subcontractor's Address
- 6.2.3. Subcontractor's Phone Number
- 6.2.4. Subcontractor's State of California Contractor License Number if required by the work order
- 6.2.5. Subcontractor's Los Angeles City Business Tax Registration Certificate Number ("BTRC")
- 6.2.6. CEC Form 50
- 6.2.7. CEC Form 55
- 6.2.8. Contractor Responsibility Questionnaire
- 6.2.9. Contractor Responsibility Pledge of Compliance
- 6.2.10. Proof of required license(s), certification(s), registration(s) and insurance

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval by the Department prior to each subcontractor performing work on the package may result in an order to suspend work by that subcontractor, and/or removal of work performed by unapproved subcontractor(s) at the Contractor's expense, assessment of penalties, and possible sanctions against the Contractor.

- 6.3. The Contractor must timely submit all requests for subcontractor approval at least seven days (7) prior to a bid session to:

Unit Commander  
Brush Clearance Unit  
6262 Van Nuys Boulevard, Suite 451  
Van Nuys, California 91401

Requests for subcontractor approval may also be faxed to the attention of the Unit Commander at (818) 778-4910 or (818) 778-4911.

- 6.4. Subcontractor Substitutions

If the Contractor is awarded a bid package, the Contractor may not substitute any person or company as a subcontractor in place of a subcontractor listed in the

original RFQ Response or in the original bid package without prior written consent from the Department, in compliance with Los Angeles Administrative Code §10.14.

## **7. REQUIREMENTS FOR PAYMENT**

Contractor must timely submit invoices with adequate photographic documentation, as outlined in the following subsections, to receive payment for completed work. Contractor must submit one (1) copy of the invoice for each completed bid package into the Department's VMS3 (Vegetation Management System).

### **7.1. Invoices**

7.1.1. The Contractor must submit five (5) copies of the invoice for each completed bid package.

7.1.2. All invoices must include the following:

7.1.2.1. Complete name and address of the company's firm

7.1.2.2. Complete name and address of the Los Angeles Fire Department

7.1.2.3. Date of the invoice

7.1.2.4. City issued agreement number

7.1.2.5. Complete bid package number

7.1.2.6. Assessor Parcel Number (APN)

7.1.2.7. Brief description of work performed

7.1.2.8. Amount due

7.1.3. Invoices and photographs, related to each bid package, must be submitted by 2:00 p.m., Pacific Time, fourteen (14) calendar days after the awarding of the bid.

7.1.4. The performance period of any requirement set forth in this Agreement will be determined based on calendar days, excluding City holidays and rain days, but not excluding weekends.

7.1.5. The Contractor must submit invoices that conform to City standards. All invoices must be submitted on the company's letterhead, contain the company's official logo, or contain other unique and identifying information and must be signed by the Contractor's representative as identified in Section 1.2.2 of this Agreement.

- 7.1.6. The City will not compensate the Contractor for any costs incurred for preparing invoices.
- 7.1.7. The Department may at any time change the content and format of the invoices and supporting documentation to substantiate costs, and will inform the Contractor in writing of those changes.
- 7.1.8. If any discrepancy exists between the invoice and the Department's record, including, but not limited to, the reported number of parcels, the amount of work done, or the size of parcels cleared by Contractor, the Department shall investigate and make a final determination.
- 7.1.9. Failure to submit timely invoices or comply fully with this section will result in assessment of liquidated damages pursuant to Section 8 – LIQUIDATED DAMAGES of this Agreement.
- 7.1.10 All LADWP package invoices shall include the LADWP location name and address. All LADWP approved physical descriptions and addresses shall be provided in the package contents. All other submission requirements remain the same, with payments issued through LADWP PurchBids.

## 7.2. Photographs

### 7.2.1. Details on Photographs

Every photograph submitted by Contractor must include the following:

7.2.1.1. Date and Time taken

7.2.1.2. Assessor's Parcel Number

7.2.1.3. Contractor's name must appear legibly somewhere on photograph

7.2.1.4. Contractor's initials

### 7.2.2. Number of Photograph Required on Invoice

The Contractor must submit the following minimum photographs for each parcel included on the invoice:

7.2.2.1. Three (3) photographs taken before the work commenced.

7.2.2.2. At least seven (7) photographs that show the Contractor's crew(s) working on the property.



- 7.2.2.3. Five (5) photographs taken after the work is finished.
- 7.2.3. In all cases, enough photographs must be taken to identify the entire work area.
- 7.2.4. The “before” and “after” photographs must be taken from the same vantage point.
- 7.2.5. Contractors must maintain duplicates of all photographs submitted to the Department.
- 7.2.6. Failure to provide adequate photographs is a material breach and relieves the Department from any obligation to make any payments on invoices submitted without said photographs. Additionally, failure to provide photographs timely will result in assessment of liquidated damages pursuant to Section 8 – LIQUIDATED DAMAGES of this Agreement.
- 7.2.7. An Itemized Bid Sheet, attached hereto and incorporated herein as Exhibit 8, shall be uploaded with invoices. Itemized Bid Sheets shall reflect the total price per APN broken down into the various categories attached. One Itemized Bid Sheet is required per each APN in a package.

## **8. LIQUIDATED DAMAGES**

**Time is of the essence** in the performance of each bid package. Due to the seasonal nature of the work, and the extreme fire hazard posed by the material to be removed from each parcel, it would be extremely burdensome for the parties to ascertain the actual damage incurred by the City and the general public from late performance by the Contractor.

### **8.1. Liquidated Damage Amount**

Therefore, the parties agree that liquidated damages for late performance, or failure to perform satisfactorily, will be assessed against the Contractor at the rate of:

- 8.1.1. A minimum of \$200 per day for any package awarded under \$2,000, or
- 8.1.2. Any package awarded an amount above \$2,000 will be assessed at a rate of ten percent (10%) of the awarded bid amount per day.

### **8.2. Late Performance**

- 8.2.1. Late performance is defined as the Contractor’s failure to complete the awarded package, submit the invoice of completed bid package or submit

the required number of “before, during and after” photographs, in a timely manner as required in Section 7 – REQUIREMENTS FOR PAYMENT of this Agreement.

- 8.2.2. Contractor will be notified, by telephone or email, regarding the number of extra days allotted for City holidays or rain day(s).

## **9. SUSPENSION**

The Contractor’s performance must meet all Agreement terms and standards and will be evaluated on a regular basis by the Department throughout the term of this Agreement. Failure to comply may result in suspension from participating in future bid sessions pursuant to this Agreement and as set forth in Exhibit 1, Section PSC 8 of the Standard Provisions for City Contracts (Rev. 9/22)[v.1].

### **9.1. Causes for Suspension**

Causes for suspension may include, but are not limited to, the following:

- 9.1.1. Unexcused late performance.
- 9.1.2. Failure to properly notify the Department of delays in completing an awarded package and the reasons for the delay.
- 9.1.3. Failure to comply with City ordinances as included in the Agreement.
- 9.1.4. Unsatisfactory work performance, such as, but not limited to:
  - 9.1.4.1. Failure to properly dispose of all cuttings and dead trees or other debris.
  - 9.1.4.2. Failure to follow the Department’s work order instructions.
  - 9.1.4.3. Failure to properly chip and spread cut vegetation.
  - 9.1.4.4. Failure to notify the Department when weed or debris abatement has been completed or partially completed by the property owner.
  - 9.1.4.5. Failure to maintain a degree of professionalism, including becoming disruptive or argumentative during a bid session.

### **9.2. Suspension Duration**

The duration of the suspension will be determined by the Department based on the offense or reasons given by the Contractor for the unexcused late performance or unsatisfactory performance.

9.3. While suspended, the Contractor may not:

9.3.1. View and/or work parcels posted for bid sessions.

9.3.2. Observe bid sessions.

9.3.3. Participate in bid sessions.

If the Contractor engages in any of the above activities while on suspension, this Agreement will be terminated.

9.4. If a Contractor is suspended and unable to meet all or a portion of his or her obligation, the Department may assign another contractor to perform the work required and the Contractor will be disqualified from future bid sessions for a period of two (2) weeks or more.

## **10. TERMINATION**

10.1. Termination for Convenience

The Department may terminate this Agreement, in whole or in part, for its convenience at any time, as set forth in Exhibit 1, Section PSC 9 of the Standard Provisions for City Contracts (Rev. 9/22)[v.1].

10.2. Termination for Breach of Contract

The Department may terminate this Agreement, in whole or in part for failure to satisfactorily perform under this Agreement or for the Contractor's default (including, but not limited to, unexcused late performance), at any time, as set forth in Exhibit 1, Section PSC 9 of the Standard Provision for City Contracts (Rev. 9/22)[v.1].

10.3. Termination for Solicitation

The Contractor may not solicit monetary fees from a property owner whose parcel is part of a bid package, before, during, or after abating a fire hazard on such parcel. Solicitation of such fees will be grounds for the immediate termination of this Agreement.

10.4. Termination Notification

The Department will provide the Contractor with notice of termination pursuant to Section I – PARTIES TO AGREEMENT, REPRESENTATIVES AND NOTICE of this Agreement. The notice of termination will indicate the reason(s) for termination of the Agreement and the effective date of such termination.

10.4.1. The Department will compensate the Contractor for work satisfactorily completed prior to the effective date of such termination, but will not be liable for cost of services performed subsequent to such termination.

## **11. CITY CONTRACTING REQUIREMENTS**

### **11.1. Standard Provisions**

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22)[v.1], attached hereto and incorporated herein as Exhibit 1.

### **11.2. Disclosure of Border Wall Contracting Ordinance**

Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting Ordinance.” City may terminate this Agreement at any time if City determines the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts as defined in LAAC Section 10.50.1.

## **12. ORDER OF PRECEDENT**

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistency between the body of this Agreement and the exhibits, the order of precedence will be as follows:

- 1) This Agreement between the City of Los Angeles and Contractor;
- 2) Exhibit 1 – Standard of Provisions for City Contracts (Rev. 9/22)[v.1];
- 3) Exhibit 2 – Requirements for Brush Clearance, Weed and Refuse Abatement Work;
- 4) Exhibit 3 – Requirements for Tree Trimming and Removal;
- 5) Exhibit 4A – Requirements for Work on Public Property;
- 6) Exhibit 4B – Prevailing Wage Requirements;
- 7) Exhibit 5 – Supplier/Contractor Data Form
- 8) Exhibit 6 – Affidavit of Non-Collusion;
- 9) Exhibit 7 – Bid Checklist;
- 10) Exhibit 8 – Itemized Bid Sheet; and
- 11) Any other exhibit or attachment in the order in which they are attached.

## **13. ENTIRE AGREEMENT**

This Agreement contains the full and complete agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

#### **14. COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
Kristin M. Crowley  
Fire Chief  
Los Angeles Fire Department

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

**APPROVED AS TO FORM:**  
HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

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

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

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

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

City Agreement Number: \_\_\_\_\_

**OUTLOOK ZONE, INC. A CALIFORNIA CORPORATION**

By\*: \_\_\_\_\_  
Asher Price  
President

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

By\*\*: \_\_\_\_\_  
Asher Price  
Secretary

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

NOTE: If Contractor is a corporation, two signatures are required.

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

# **EXHIBIT 1**

## **STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 9/22)[v.1]**

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive



and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

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

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.



## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

### **STANDARD PROVISIONS**

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: Outlook Zone, Inc. dba Green Leaf Zone

Date: 03/01/2024

Agreement/Reference: Brush Clearance, Weed and Refuse Abatement Services

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

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

**General Liability** At least \$2,000,000 aggregate GL coverage. City of Los Angeles must be named as additional insured party.

\$1,000,000

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

**Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

**Pollution Liability**

\_\_\_\_\_

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

**Crime Insurance**

**Other:** Submitted to Lauren Nakasuji @ LAFD, March 1, 2024

**\*\*Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>**

**\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))**

# **EXHIBIT 2**

## **REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT WORK**

## **REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

The following must be on file with the Brush Clearance Unit by **noon (12:00 p.m., Pacific Time), seven (7) days prior to bid day** in order to participate in the bid process.

- Contractor State License(s).
- All insurance certificates have to be uploaded and current on the City's insurance compliance system located at <https://kwikcomply.org>. Contractors with lapsed insurance certificates will not be able to participate in bid process. Lapsed insurance certificates will also trigger non-payment until proof of insurance renewal is provided.
- The California Highway Patrol (CHP) Safety Net Driver/Vehicle Inspection Report (CHP 407)

### **1. LICENSE REQUIREMENTS**

1.1 California C-27 Landscaping Contractor State License.

1.2 If utilizing devices to manage traffic on public roadways, including but not limited to, cones, barricades, etc. a California C-31 Construction Zone Traffic Control Contractor State License is required.

### **2. INSURANCE REQUIREMENTS**

2.1 Evidence of insurance coverages listed below must be valid and uploaded on <https://kwikcomply.org> by 12:00 p.m., Pacific Time, seven (7) days prior to bid day in order to participate in bid process:

- 2.1.1 General Liability - \$1 million
- 2.1.2 Workmans Compensation - \$1 million
- 2.1.3 Automobile Liability - \$1 million

2.2 Proof of Workers' Compensation 0109 will be required to bid and must be available at all times for inspection at the job location.

### **3. SAFETY REQUIREMENTS**

3.1 All vehicles used to conduct brush clearance, weed and refuse abatement require a CHP 407 report and must be approved by the CHP.

3.2 Contractor will be required to renew their CHP 407 annually.

3.3 Prior to start of work each day, contractor foreman must conduct a safety meeting on-site.

3.4 Safety meeting must be conducted with LAFD Captain, Inspector, Utilities personnel, and Arborist.

3.5 Contractor must provide to the LAFD written emergency procedures in the event of a medical emergency involving one, or more, of its staff during an assignment.

3.6 Contractor must ensure each that vehicle used to perform the brush clearance, weed

## REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

and refuse abatement has (1) a Class A portable 2.5 gallon water fire extinguisher, and (2) a Class 4A 60B:C dry chemical fire extinguisher with current inspection tags.

### 4. OTHER REQUIREMENTS

4.1 Foreman/Public Relations person shall remain on site with the work crew throughout the workday.

4.2 When needed, the City Geologist may be required to be on site and must follow requirements posed by City Geologist.

4.3 Contractor must have clear professional relationship with:

- 4.3.1 Fire Inspector
- 4.3.2 Residents

4.4 Contractor must have a complete list of emergency contacts and/or phone numbers for all utilities who must be notified in the event of mishaps.

4.5 Contractor must notify the LAFD Inspector if contractor is working on the weekend. Contractor must have the Inspector's mobile number in case of an emergency. Inspector mobile number shall not be disclosed to the public.

4.6 Contractor must review and follow procedures on how to deal with public complaints, and staff.

- 4.6.1 Fire Inspector
- 4.6.2 DWP and other utilities
- 4.6.3 Electrical wires
- 4.6.4 And areas of concern

### 5. FINANCIAL RESPONSIBILITY - Contractor is responsible for all costs associated with the following:

5.1 Providing an on-site Foreman/Public Relations person to respond to property owner, residents, HOA, and on-site questions and complaints.

5.2 Obtaining DOT permits

5.3 Obtaining traffic flow signs, Flasher boards, cones, barricade, delineators, and flagmen.

5.4 Any citations resulting from no parking signs and other street signs with restrictions.

5.5 All damages to physical property owned by or in part by the DWP: electrical lines, water lines, and cable telephone wire.

# **EXHIBIT 3**

## **REQUIREMENTS FOR TREE TRIMMING AND REMOVAL**

## REQUIREMENTS FOR TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET

The following must be on file in the Brush Clearance unit by **noon (12:00 p.m., Pacific Time), seven (7) days prior to bid day** in order to participate in the bid process for tree trimming and removal.

- Contractor State License(s)
- All insurance certificates must be uploaded and current on the City's insurance compliance system located at <https://kwikcomply.org>. Contractors with lapsed insurance certificates will not be able to participate in bid process. Lapsed insurance certificates will also trigger non-payment until proof of insurance renewal is provided.
- The California Highway Patrol (CHP) Safety Net Driver/Vehicle Inspection Report (CHP 407)

### 1. LICENSE REQUIREMENTS

1.1. California C-61/D-49 Limited Specialty Tree Service Contractor State License.

1.2. All Tree Trimmers shall be Qualified line clearance trimmers with Electrical Hazard Awareness Program Certification from the International Society of Arborists (ISA) or Tree Care Industry Association (TCI).

1.3. If utilizing devices to manage traffic on public roadways, including but not limited to, cones, barricades, etc. a California C-31 Construction Zone Traffic Control Contractor State License is required.

1.4. One (1) full-time American Society of Consulting Arborists (ASCA) Registered Consulting Arborist on staff when City of Los Angeles Urban Forestry reporting requirements are conducted.

1.5. In addition to the requirements listed above, to bid on any of the following Service Categories, the following certifications and licenses must be on file by noon (12 pm pacific time), seven (7) days prior to bid day.

1.5.1. Service Category 1: Certified Arborist Tree Trimming or Removal

- 1 full-time Certified Arborists on staff certified through International Society of Arboriculture (ISA)

1.5.2. Service Category 2: Municipal Specialist Tree Trimming or Removal

- 1 full-time Municipal Specialist on staff certified through ISA
- 1 full-time Tree Risk Assessment Qualification (TRAQ) Certified Arborist certified through ISA
- Certified Tree Worker climbers and groundsmen certified through ISA

1.5.3. Service Category 3: Utility Tree Trimming or Removal

- 1 full-time Utility Specialist on staff certified through ISA



## REQUIREMENTS FOR TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET

### 2. INSURANCE REQUIREMENTS

2.1. Evidence of insurance coverages listed below must be valid and uploaded on <https://kwikcomply.org> by 12:00 p.m., Pacific Time, seven (7) days prior to bid day in order to participate in bid process:

- 2.1.1. General Liability - \$1 million
- 2.1.2. Workers' Compensation - \$1 million
- 2.1.3. Automobile Liability - \$1 million

2.2. Proof of Workers' Compensation Class Code 0106 will be required seven days prior bid day and must be available for inspection at the job location:

### 3. NOTIFICATION REQUIREMENTS:

- 3.1. Contractor must have emergency number for all Utility Companies (LADWP, Cable, Telephone) and provide the list to LAFD Brush Unit.
- 3.2. Contractor is responsible for notifying the Utility Company regarding any mishaps.
- 3.3. Contractor must hand deliver a letter/flyer notifying affected property owner of the pending brush clearance, weed and/or refuse abatement project at least 48 hours in advance, at the discretion of the Inspector in charge. (Notice shall include contact person and phone number of contracting company and the LAFD)

### 4. SAFETY REQUIREMENTS

- 4.1. All vehicles used to conduct brush clearance, weed and refuse abatement require a CHP 407 report and must be approved by the CHP.
- 4.2. Contractor will be required to renew their CHP 407 annually.
- 4.3. Prior to start of work each day, contractor foreman must conduct a safety meeting on-site.
- 4.4. Safety meeting must be conducted with LAFD Captain, Inspector, Utilities personnel, and Arborist.
- 4.5. Contractor must provide to the LAFD written emergency procedures for the following scenario:
  - 4.5.1. Medical Emergency
  - 4.5.2. Tree Rescue
  - 4.5.3. Power line emergency

**REQUIREMENTS FOR  
TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET**

4.6. Contractor must ensure each vehicle used to perform the brush clearance, weed and refuse abatement, including tree trimming, must have (1) a Class A portable 2.5 gallon water fire extinguisher and (2) a Class 4A 60B:C dry chemical fire extinguisher with current inspection tags.

**5. OTHER REQUIREMENTS**

5.1. Foreman/Public Relations person and Arborist shall remain on site with the work crew throughout the workday.

5.2. Contractor employees must follow high power utility safety procedures at all times.

5.3. Have a meeting with DWP regarding power lines.

5.4. Arborist must have a meeting with the LAFD representative.

5.5. When needed, the City Geologist may be required.

5.6. Contractor must have clear relationship with:

5.6.1. Fire Inspector

5.6.2. Residents

5.6.3. Urban Forestry Dept. (Registered Consulting Arborist required)

5.6.4. Certified Arborist, ISA

5.7. Contractor must have a complete list of emergency contacts and/or phone numbers for all utilities who must be notified in the event of mishaps.

5.8. Contractor shall notify the LAFD if contractor is working on the weekend. Contractor must have the Inspector's mobile number in case of an emergency. Inspector mobile number shall not be disclosed to the public.

5.9. Review and follow procedures on how to deal with public complaints, and staff.

5.9.1. Arborist

5.9.2. Fire Inspector

5.9.3. Department of Forestry, DWP and other utilities

5.9.4. Electrical wires

5.9.5. And areas of concern

**6. FINANCIAL RESPONSIBILITY** - Contractor is responsible for all costs associated with the following:

6.1. On-site Foreman/Public Relations person to respond to homeowners, residents and on-site questions and complaints.

6.2. Obtaining DOT permits

**REQUIREMENTS FOR  
TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET**

- 6.3. Obtaining traffic flow signs, Flasher boards, cones, barricade, delineators, and flagmen.
- 6.4. Any citations resulting from no parking signs and other street signs with restrictions.
- 6.5. All damages to physical property owned by or in part by the DWP: electrical lines, water lines, and cable telephone wire.

# **EXHIBIT 4A**

## **REQUIREMENTS FOR WORK ON PUBLIC PROPERTY**

### **California Department of Industrial Relations Registration Requirement**

### **California State Senate Bill 854**



## Public Works Reforms (SB 854) Fact Sheet



Public Works Contractors – Effective 7/1/17 PWCR registration increases to \$400. Learn more [here](#).

Public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities.

### Essentials of public works contractor registration program:

- Contractors are subject to a registration and annual renewal fee set at \$400. This fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
  - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
  - Must have Contractors State License Board license if applicable to trade.
  - Must not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
  - Must not be under federal or state debarment.
  - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.

- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
- DIR provides a searchable database of registered contractors and subcontractors on its website, so that awarding bodies and contractors can comply with the requirement to only use registered contractors and subcontractors.
- Various protections are built in so that
  - A contractor won't be in violation for working on a private job that is later determined to be public work;
  - The inadvertent listing of an unregistered subcontractor on a bid doesn't necessarily invalidate that bid;
  - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
  - An unregistered contractor or subcontractor can be replaced with one who is registered;
  - A contractor whose registration lapses will have a 90-day grace period within which to pay a late fee and renew.
- Contractors and subcontractors register online. The preferred method of payment is by credit card.
- The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

### **Essentials of Public Works Enforcement Fund:**

All contractor registration fees go into the State Public Works Enforcement Fund and are used to fund the following items:

- Administration of contractor registration requirement;
- All DIR costs for administering and enforcing public works laws;
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR no longer charges awarding bodies for prevailing wage compliance monitoring and enforcement on legacy CMU projects.

### **Related changes in DIR's administration and enforcement of public works requirements:**

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects were eliminated and replaced by requirements that apply to *all* public works projects (as defined under the Labor Code).
- Awarding bodies are required to submit PWC-100 (contract award notice) for all public works projects.
- Contractors and subcontractors on *all* public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
  - CPRs are furnished to the Labor Commissioner online
  - This requirement phases in as follows:
    - Applied to public works projects that had been under CMU monitoring;
    - Applies to any new projects awarded on or after April 1, 2015;
    - May apply to other projects as determined by Labor Commissioner;
    - Applies to *all* public works projects, (except those listed under Exemptions just below), on and after January 1, 2016.
  - **Exemptions:** As of April 1, 2015, and even after January 1, 2016, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner:

### **Small Project Exemption**

Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

### **Any projects monitored and enforced by the following legacy LCPs:**

- California Department of Transportation (Caltrans)
- City of Los Angeles

- Los Angeles Unified School District
- County of Sacramento

**Projects covered by qualifying project labor agreements,** at the Labor Commissioner's discretion.

- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) ongoing public works projects awarded prior to January 1, 2012, that were under a pre-existing LCP requirement (see the four legacy LCPs listed above) and (2) projects funded in whole or in part by Proposition 84.

June 2017



# **EXHIBIT 4B**

## **REQUIREMENTS FOR WORK ON PUBLIC PROPERTY**

### **Prevailing Wage Requirements**

#### **City of Los Angeles Labor Compliance Manual**

# **CITY OF LOS ANGELES**



# **LABOR COMPLIANCE MANUAL**

Revised May 2014

**PART I**  
**CITY OF LOS ANGELES**  
**LABOR COMPLIANCE PROGRAM REQUIREMENTS**

**I. INTRODUCTION**

The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations.

The City's Labor Compliance Program (LCP) is certified under California Code of Regulations Chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.

**II. LABOR COMPLIANCE PROGRAM REQUIREMENTS**

- a.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
- b.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.
- c.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

**III. PUBLIC WORKS CONSTRUCTION PROJECTS**

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those

referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

#### **IV. EMPLOYMENT OF MINORS PROHIBITED**

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

#### **V. YOUTH EMPLOYMENT PROGRAMS**

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

#### **VI. CASH PAYMENTS PROHIBITED**

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. **Cash payments are prohibited.**

#### **VII. WORKERS DEFINED**

The City defines “worker” as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act) (CFR 29 Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

#### **VIII. PREVAILING WAGES**

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR), are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most

closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

#### **IX. EFFECTIVE PREVAILING WAGE RATES**

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (\*) or double asterisk (\*\*). The single asterisk (\*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (\*\*) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2662. The rates are also available on the internet at [www.dir.ca.gov](http://www.dir.ca.gov).

#### **X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS**

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, must be prepared by the Contractor and submitted to the OCC with the first payroll. In addition, a copy of the *Employer's Monthly Report To Trustees*, must be submitted to the OCC by the (15<sup>th</sup>) of the following month. Any worker not covered under a Trustee account must be paid a fringe benefit equivalent to that required by the DIR, associated with the minimum prevailing wage for the worker classification. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

## XI. APPRENTICE REQUIREMENTS

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

### 1. APPRENTICES

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City of Los Angeles contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

California Code of Regulations Title 8 §230.1 requires contractors who are not already approved to train by an applicable joint apprenticeship committee or unilateral committee, to request the dispatch of required apprentices from all of the applicable Apprenticeship Committees whose geographic area of operation includes the site of the public work by giving the committee actual notice of 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the ratios as stated in Labor Code Section 1777.5. If an Apprenticeship Committee dispatches fewer apprentices than the contractor requests, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a contractor who is not a participant in an apprenticeship program has requested dispatch from all applicable apprenticeship committees in the project area.

Apprentices shall be individually registered in a bona fide state or federally approved apprenticeship program. Apprentices, as defined in Labor Code Section 3077, must be registered with the State of California, Division of Apprenticeship Standards (DAS) to be eligible for employment as an apprentice on the project. Any employee listed on a payroll as an apprentice and paid the apprentice wage rate who is **not** an apprentice, as defined in California Labor Code Section 3077, shall be paid the journey level wage rate determined for the classification of work actually performed. The Contractor and sub-contractors shall furnish the City a copy of a DAS apprentice

registration for each apprentice employed. The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or (213) 576-7750 or at their website: [www.dir.ca.gov/DAS](http://www.dir.ca.gov/DAS)).

## 2. RATIOS

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a “Notice of Reprimand” and forward the matter to the DAS.

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

## **XII. LIABILITY FOR UNPAID WAGES**

- a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars (\$200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor’s obligation to pay prevailing wage rates is met.

- b.) The **Contract Work Hours and Safety Standards Act (CWHSSA)** require time and one-half pay for overtime as defined by the Federal government. (Overtime as defined by the Federal government is any time

over 40 hours worked by a worker in a given work week.) In the event that this project is federally funded, an additional penalty of \$10/day per violation will be strictly enforced for under-payment of the overtime rate. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

- c.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to *kickback* any portion of their wages. The **Copeland (Anti-Kickback) Act** is the federal statute that makes it a felony to require any laborer or mechanic employed on a Federal or Federally Assisted public works project to return any portion of his/her wages in connection with services rendered upon any public work.

### **XIII. POSTING**

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations.

### **XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM**

The Contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2660.

### **XV. CERTIFIED PAYROLL RECORDS**

- a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.

The payroll records referred to must include the employee's:

- A. name;
- B. address;
- C. social security number;
- D. work classification;
- E. straight time hours per day and total per week;



- F. overtime hours per day and total per week;
- G. gross wages earned this project;
- H. gross wages earned on all other projects;
- I. itemized deductions;
- J. actual per diem wages paid; and
- K. payroll check numbers or direct deposit verification

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

- b.) Certified payrolls from the Contractor and all Subcontractors shall be submitted to the City **weekly** through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. The City reserves the right to **reject incomplete** payroll reports and request re-submittal of complete reports.
- c.) The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit certified payrolls through OCPS. In the event that Subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.
- d.) Upon a request from the City, the Contractor and all Subcontractors shall be prepared to submit hard copies of certified payrolls accompanied by a Statement of Compliance, signed in ink.
- e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports through OCPS, and a copy of the DMV vehicle registration of the Owner-Operator shall be submitted to the City after the first Certified Payroll on which this owner-operator's name appears. Listing any individual as "Owner-Operator" **will not** be accepted as the classification is not recognized by the State of California Department of Industrial Relations' Office of Policy, Research and Legislation.
- f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars (\$100) per day, per worker employed on the project, for failing to comply strictly with requests by the City for submittal of payroll documents and/or all supporting documents which includes, but is not limited to: cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be

subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

## **XVI. WORKING HOURS**

- a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½ ) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.
- b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer's place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations inclusive of return trip travel time from a public work classified project. All "hours worked" must be included in calculating any overtime including time denominated as compulsory travel time.

The Portal-to Portal Act applies to public works project that are funded in whole or in part with federal funds and excludes from the workday travel to or from the workplace by an employee (29 USC 254 (a)(1)). Under section 254(a), this includes work performed pursuant to contracts awarded by the federal government under the Davis-Bacon Act. However, the Portal-to-Portal Act, to the degree it amends the Davis-Bacon Act, does not supercede any aspect of the California Prevailing Wage Law and is not applicable to compulsory travel time incurred in the performance of a California awarding body's public work project when determining the "hours worked" as noted by the California Supreme Court in *Morrillion v. Royal Packing Company* (2000) 22 Cal. 4<sup>th</sup> 575,94 Cal. Rptr.2d3,

"The California Labor Code and the Industrial Welfare Commission (IWC) wage orders do not contain an express exemption for travel time similar to that of the Portal-to-Portal Act. ...In contrast to these specific findings showing the congressional intent, the Legislature has not similarly identified existing evils under state law." (*Id.* at p.590.)

In reviewing the history of the IWC's Wage Order No. 14-80, the California Supreme Court said,

“The IWC added the phrase ‘the time during which an employee is subject to the control of the employer’ to the definition of ‘hours worked.’ ...Absent convincing evidence of the IWC’s intent to adopt the federal standard for determining whether time spent traveling is compensable under state law, we decline to import any federal standard, which expressly eliminates substantial protections to employees. Accordingly, we do not give much weight to the federal authority.” (*Id.* at p. 590-591)

Finally, the California Supreme Court observed,

“our departure from the federal authority is entirely consistent with the recognized principle that state law may provide employees greater protection than the F.L.S.A. [Fair Labor Standards Act].” (*Id.* at p. 592.)

#### **XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS**

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City may withhold contract payments when payroll records are delinquent or inadequate.

#### **XVIII. DISPUTES**

The City’s Labor Compliance Program administered by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

**PART II**  
**LABOR COMPLIANCE PROGRAM REQUIREMENTS –**  
**FEDERALLY FUNDED/ASSISTED CONSTRUCTION**  
**PROJECTS**

Projects receiving full or partial federal funds are subject to the regulations listed below, in addition to any and all applicable California labor requirements.

**I. DAVIS-BACON REGULATIONS**

The U.S. Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) and can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1 explains how the DOL establishes and publishes Davis-Bacon Act wage determinations and provides instructions on how to use the determinations. Part 3 describes the Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in each contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Part 7 sets parameters for due process procedures before the Wage Appeals Board (renamed Administrative Review Board). These regulations are used as the basis for administering and enforcing the laws.

**The Davis-Bacon Act**

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the DOL) to all laborers and mechanics on Federal construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

**The Contract Work Hours and Safety Standards Act (CWHSSA)**

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 hours in any work week) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

### **The Copeland Act (Anti-Kickback Act)**

The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to *kickback* any part of their wages. The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

### **The Fair Labor Standards Act (FLSA)**

The FLSA contains Federal minimum wage rates and overtime (O/T) requirements. These requirements generally apply to any labor performed and may be *pre-empted* by other Federal standards such as the Davis-Bacon Act prevailing wage requirements and CWHSSA O/T provisions. Only the Department of Labor has the authority to administer and enforce the FLSA. The Office of Contract Compliance (OCC) will refer any possible FLSA violations that are found on projects to the DOL.

## **II. CONSTRUCTION CONTRACT PROVISIONS**

Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon Wage Decision. These documents are bound into the contract specifications.

### **The Labor Standards Clauses**

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

### **Davis-Bacon Wage Decisions**

The Davis-Bacon Wage Decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, and the minimum wage rates (and fringe benefits, where prevailing) that employees performing work in those classifications must be paid.

### **Contract Administration form BCA-167**

The Bureau of Contract Administration form BCA-167 “Contractor Daily Field Report” must be utilized on all projects receiving federal-aid.

The BCA-167 is to be completed by the Prime Contractor on a daily basis and forwarded to the Bureau of Contract Administration Project Inspector no later than noon of the work day following the work date.

### **III. INQUIRIES**

All questions regarding this section and all matters concerning the payment of prevailing wages should be referred to:

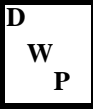
The Office of Contract Compliance  
Labor Compliance Section  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
(213) 847-2662

For more information, log on to:

<http://bca.lacity.org>  
<http://www.dir.ca.gov>  
<http://www.dol.gov>

# **EXHIBIT 5**

## **SUPPLIER/CONTRACTOR DATA FORM**



# SUPPLIER/CONTRACTOR DATA

DWP USE ONLY
VC#

Please type or print

SEE REVERSE SIDE FOR INSTRUCTIONS

<b>5a) FIRM NAME</b>  (Exactly as it appears on your invoice)  <b>FIRM NAME</b>  (Full, legal or Corporate)  <b>CHECK ONE:</b>  <input type="checkbox"/> Division of: <input type="checkbox"/> Subsidiary of:	(Please attach a copy of your invoice)	1) BTRC/TRC NO.
		2) FED. TAX I.D. NO.
		3) STANDARD INDUSTRIAL CODE NO.
		4) CONTRACTOR LIC. #  Expires:

**5b) BUSINESS TYPE:**  CORPORATION  PARTNERSHIP  SOLE PROPRIETOR  OTHER (please specify)

<b>6) BID/MAILING ADDRESS INFORMATION</b>	NUMBER	STREET		TELEPHONE NUMBER
	CITY	STATE	ZIP	FAX NUMBER
	LOCAL CONTACT NAME			CONTACT NUMBER
	E-MAIL ADDRESS/WEBSITE ADDRESS			

<b>7) BUSINESS LOCATION</b> <small>(If No. 6 is a PO Box)</small>	NUMBER	STREET	
	CITY	STATE	ZIP

<b>8) AGENT OR MANUFACTURER INFORMATION</b>	C/O FIRM NAME		E-MAIL ADDRESS	
	NUMBER	STREET		
	CITY	STATE	ZIP	TELEPHONE NUMBER

<b>9) REMITTANCE ADDRESS</b>	NUMBER	STREET	
	CITY	STATE	ZIP

**10) BUSINESS SIZE STATUS:**  Small  Large  Certified Small Local Business (SLB)  Non-Profit

**11a) MINORITY-OWNED BUSINESS ENTERPRISE?**  YES  NO  
**WOMAN-OWNED BUSINESS ENTERPRISE?**  YES  NO

**11b) IF ANSWER IS YES, PLEASE INCLUDE OWNERSHIP DATA:**

NAME(S): _____	% of Ownership _____
NAME(S): _____	% of Ownership _____
NAME(S): _____	% of Ownership _____

AMERICAN INDIAN  HISPANIC  ASIAN-PACIFIC AMERICAN  AFRICAN AMERICAN

**12) CERTIFIED AS MINORITY-OWNED OR WOMAN OWNED BY:**

**13) IMPORTANT!** The undersigned or an authorized representative of the firm must notify the Department of Water and Power of any changes to the information contained herein. Failure to do so may result in lost opportunities of receiving bids.

\_\_\_\_\_  
Signature (Officer, Principal or Owner) Title Date

Please return Supplier/Contractor Data Form to: DEPARTMENT OF WATER AND POWER  
 CORPORATE PURCHASING SERVICES  
 PO BOX 51111, ROOM L-43  
 LOS ANGELES, CA 90051-0100

FAX: (213) 367-1643 or E-mail to [PURCHBIDS@LADWP.COM](mailto:PURCHBIDS@LADWP.COM)



## INSTRUCTIONS FOR COMPLETING THE SUPPLIER/CONTRACTOR DATA FORM

- 1) **TRC NO.** – Enter your (Business) Tax Registration Certificate Number. Firm's current Tax Registration Certificate Number or Business Tax Exemption Number must be shown on all invoices submitted for payment. Failure to do so may delay payment. For additional information regarding the applicability of the City Business Tax Registration, vendor shall contact the City Clerk's Office at (213) 978-1521.
- 2) **FEDERAL TAX ID NUMBER** – For purposes of 1099 Reporting, the name and Tax ID may result in delay of payment and may subject you to 31% backup withholding to comply with Sec. 3406 of the Internal Revenue Code.
- 3) **STANDARD INDUSTRIAL CODE** – Enter SIC number.
- 4) **CONTRACTOR LICENSE NUMBER AND EXPIRATION DATE** – Enter license number and date contractor license expires.
- 5a) **FIRM NAME** – Enter complete legal name(s) of owner(s) or corporate name entered on the Corporate Charter.  
**Division of Subsidiary of** – Check if you are a division or subsidiary and give the firm's affiliation name.
- 5b) **BUSINESS TYPE** – Check one; if "OTHER" is checked, please specify what type of business organization (e.g. Joint Venture, LLC, etc.)
- 6) **BID/MAILING ADDRESS** – Enter where you want bids and correspondence mailed.
- 7) **BUSINESS LOCATION** – Enter your business street address, if mailing address is a P.O. Box address.
- 8) **C/O FIRM NAME** – If bids are to be mailed in "c/o (care of)" agent or manufacturer's representative, enter appropriate name and address.
- 9) **REMITTANCE ADDRESS** – Enter where you want payments mailed to, if different than bid/ mailing address.
- 10) **BUSINESS SIZE STATUS** – Indicate size of business based on the following guidelines:
  - SMALL** – Less than \$3 million aggregate receipts for the previous fiscal year.
  - LARGE** – More than \$3 million in aggregate receipts for the previous fiscal year.
  - CERTIFIED SMALL LOCAL BUSINESS (SLB)** – Only businesses certified as a SLB should check this box.
  - NON-PROFIT** – Your business is listed as a non-profit organization.
- 11a) **MINORITY OR WOMAN-OWNED BUSINESS** – Must be at least 51% owned by minority or minorities (MBE), or a woman or women (WBE), who exercise the power to make policy decisions and who are actively involved in the day-to-day management of business.
- 11b) **OWNERSHIP DATA** – Enter name(s) and percentage(s) of ownership.
- 12) **CERTIFIED AS MINORITY-OWNED OR WOMAN-OWNED** – Enter the agency that certified your business. Mail or transmit a copy of your certification.
- 13) **DECLARATION** – Please sign and date.

Please return Supplier/Contractor Data Form to: **DEPARTMENT OF WATER AND POWER  
CORPORATE PURCHASING  
SERVICES PO BOX 51111, ROOM L-43  
LOS ANGELES, CA 90051-0100**

**FAX: (213) 367-1643 or E-Mail to [PURCHBIDS@LADWP.COM](mailto:PURCHBIDS@LADWP.COM)**

# **EXHIBIT 6**

## **AFFIDAVIT OF NON-COLLUSION**

**NON-COLLUSION AFFIDAVIT**

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, \_\_\_\_\_, depose and say that I am  
\_\_\_\_\_, of \_\_\_\_\_,  
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: \_\_\_\_\_ at \_\_\_\_\_  
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

\_\_\_\_\_  
(Signature)

# **EXHIBIT 7**

## **BID CHECKLIST**

## BID CHECKLIST

## Exhibit 7

The following must be completed and/or on file with the Brush Clearance Unit (BCU) **by noon, Pacific Time, seven (7) days prior to a bid session:**

- \_\_\_\_\_ Insurance certificates must be current on KwikComply (<https://kwikcomply.org/>)
- \_\_\_\_\_ Proof of current California State Licenses
- \_\_\_\_\_ Proof of Required Certifications
- \_\_\_\_\_ Proof of Department of Industrial Relations Registration (if applicable)
- \_\_\_\_\_ Small & Local Business Certification (if applicable)
- \_\_\_\_\_ Subcontractor approval request with their completed compliance documents:
  - \_\_\_\_\_ CEC Form 50 (<https://ethics.lacity.org/forms/>)
  - \_\_\_\_\_ CEC Form 55 (<https://ethics.lacity.org/forms/>)
  - \_\_\_\_\_ Contractor Responsibility Questionnaire  
(<https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf>)
  - \_\_\_\_\_ Contractor Responsibility Pledge of Compliance  
([https://bca.lacity.org/Uploads/cro/CRO\\_Pledge%20of%20Compliance\\_Fillable%20%281%29.PDF](https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF) )
  - \_\_\_\_\_ Business Tax Registration Certificate Number (<https://finance.lacity.org/>)
  - \_\_\_\_\_ Proof of Subcontractor Licenses, Certifications, Registration and Insurance (see Exhibit 2, Exhibit 3 and Exhibit 4A & 4B)
  - \_\_\_\_\_ Affidavit of Non-Collusion (see Exhibit 6)
- \_\_\_\_\_ If applicable, proof of submission of the LADWP Supplier/Contractor Data Form (see Exhibit 5)

The following must be submitted **in a sealed envelope at time of bid:**

- \_\_\_\_\_ Completed Bid Sheet containing Contractor's bid price for each parcel and total bid package
- \_\_\_\_\_ Affidavit of Non-Collusion (see Exhibit 6)
- \_\_\_\_\_ Name and information on BCU approved subcontractor

# **EXHIBIT 8**

## **ITEMIZED BID SHEET**

**LOS ANGELES CITY FIRE DEPARTMENT  
BRUSH CLEARANCE UNIT  
ITEMIZED BID SHEET**

ATTENTION: LAFD BCU & PROPERTY OWNER

DATE:

ARBORIST  C31  EHAP

COMPANY NAME:

ASSESSOR PARCEL NUMBER and PACKAGE NUMBER:

FIXED COSTS	TOTAL COSTS		
OFFICE/YARD RENTAL			
OFFICE EXPENSES			
SUPPORT STAFF			
LAFD CERTIFICATION REQUIREMENTS			
INSURANCE			
<b><u>TOTAL COSTS:</u></b>			
VARIABLE COSTS	CREW SIZE	BRUSH ONLY	MULTIPLE VIOLATIONS
LABOR COSTS			
WORKERS COMPENSATION INSURANCE			
EQUIPMENT COSTS			
DUMP FEES			
TRUCK AND LARGE EQUIPMENT EXPENSES			
FUEL FOR VEHICLES AND 2 STROKE EQUIPMENT			
<b><u>TOTAL COSTS:</u></b>			

**CONTRACT TERM: 14 DAYS UNLESS AGREED UPON WITH DISTRICT INSPECTOR AT TIME OF BIDDING. ALL CLEARANCE SHALL BE IN ACCORDANCE WITH L.A.M.C. 57.322 , 49.6.3.3 , 57.507.5 , 57.503.1 , 56.08**

# BRUSH CLEARANCE BID

PACKAGE NUMBER
----------------

The cost of clearance for each parcel must include the elimination, removal and legal disposal of all hazardous brush, grass, weeds, and rubbish from the subject parcels, in accordance with the Los Angeles Code Section 57.322 plus and specific items, which are identified on any bid documents concerning that parcel.

Return bids to Brush Clearance Unit, 6262 Van Nuys Blvd. Rm 451, Van Nuys 91411

PRICE APPROVAL		
Yes	No	Initials

**Inspector:** \_\_\_\_\_

APN	Contractor's Price	Inspector Comments	Date Work Started	Date Work Completed	Date of Final Inspection
1.					
2.					
3.					

Work to be completed and called in by:    /    /    5p.m

**Signature of Authorized Bidder :** \_\_\_\_\_   
**Print Company Name:** \_\_\_\_\_   
**Title:** \_\_\_\_\_ **Date: N/A**

<b>Inspector Pkg Sign-Off Date</b>	<b>OK to Pay Initials:</b>
<b>Contractor's Total Price For Package</b>	<b>Approval For Payment</b>

**This bid must be signed to be accepted by the Los Angeles City Fire Department**

**LAFD Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_



AGREEMENT NO. \_\_\_\_\_

between

THE CITY OF LOS ANGELES

and

PAN AMERICAN BRUSH CLEARANCE, INC.

for

BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

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LIST OF EXHIBITS

EXHIBIT 1 - STANDARD PROVISIONS FOR CITY CONTRACTS

EXHIBIT 2 - REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE  
ABATEMENT WORK

EXHIBIT 3 - REQUIREMENTS FOR TREE TRIMMING AND REMOVAL

EXHIBIT 4A - REQUIREMENTS FOR WORK ON PUBLIC PROPERTY  
California Department of Industrial Relations Registration Requirement  
California State Senate Bill 854

EXHIBIT 4B - REQUIREMENTS FOR WORK ON PUBLIC PROPERTY  
Prevailing Wage Requirements  
City of Los Angeles Labor Compliance Manual

EXHIBIT 5 - SUPPLIER/CONTRACTOR DATA FORM

EXHIBIT 6 - AFFIDAVIT OF NON-COLLUSION

EXHIBIT 7 - BID CHECKLIST

EXHIBIT 8 - ITEMIZED BID SHEET

**AGREEMENT NO. \_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**PAN AMERICAN BRUSH CLEARANCE, INC.**  
**FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

**THIS AGREEMENT** (hereinafter referred to as “Agreement”) is made and entered into by and between the City of Los Angeles (hereinafter referred to as the “City”), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department” or “LAFD”), and Pan American Brush Clearance, Inc., a California Corporation, a qualified brush clearance contractor (hereinafter referred to as the “Contractor”), with reference to the following;

**WHEREAS**, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances, including, but not limited to, overgrown vegetation and refuse as set forth in LAMC §57.322.1 and §57.503.1.6.6; and

**WHEREAS**, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publicly-owned and privately-owned property within the City of Los Angeles; and

**WHEREAS**, in connection with said efforts, the Department has determined that it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

**WHEREAS**, the Department requires such services every year generally commencing in late Spring; and

**WHEREAS**, the City performed its Charter §1022 evaluation and determined that City employees do not have the expertise to perform the work; and

**WHEREAS**, on July 10, 2023, the Department issued a Request for Qualifications (“RFQ”) No. 2023-038-001 in accordance with City Charter §372, seeking qualified brush clearance, weed and refuse abatement contractors; and

**WHEREAS**, the Contractor responded to the RFQ and the Department has determined that the Contractor possesses the qualifications and experience necessary to provide the services requested; and

**WHEREAS**, the City desires to enter into an Agreement with the Contractor for brush clearance, weed and refuse abatement services.

**NOW THEREFORE**, in consideration of the above premises, representations, covenants and agreements provided below, the parties agree as follows:

## **1. PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTICE**

### 1.1. Parties

The parties to this Agreement are:

City - The City of Los Angeles, a municipal corporation, acting by and through its Fire Department, having its principal office at 200 North Main Street, 18<sup>th</sup> Floor, Los Angeles, California 90012.

Contractor - Pan American Brush Clearance, Inc., a California Corporation, having its principal office at 13437 Ventura Blvd., #206, Sherman Oaks, CA 91423.

### 1.2. Representatives

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

#### 1.2.1. The City's Representative will be as follows, unless otherwise stated in this Agreement:

Kristin M. Crowley, Fire Chief  
Los Angeles Fire Department  
200 North Main Street, 18th Floor  
Los Angeles, California 90012

With a copy to:

Brent Kneisler, Fire Inspector II  
Los Angeles Fire Department  
Fire Prevention and Public Safety Bureau  
Brush Clearance Unit  
6262 Van Nuys Boulevard, Suite 451  
Van Nuys, California 91401

#### 1.2.2. The Contractor's representative will be:

Eddie Martinez, President  
Pan American Brush Clearance, Inc.  
13437 Ventura Blvd., #206  
Sherman Oaks, CA 91423  
Telephone: (818) 766-1966

E-mail: eddie@panamericanbrushclearance.com

### 1.3. Notices

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

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

## 2. TERM OF AGREEMENT AND COMPENSATION

### 2.1. Term

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective as of July 1, 2024, and will terminate on June 30, 2027, unless otherwise terminated by the Department as provided for in this Agreement.

### 2.2. Amendments

Any amendments to this Agreement shall utilize the amendment process described in Section PSC 5 of the Standard Provisions for City Contracts (Rev. 9/22)[v.1], attached hereto and incorporated herein as Exhibit 1. Any amendments to extend the term of this Agreement are contingent on availability of funds and the Contractor having provided satisfactory services under this Agreement.

### 2.3. Ratification of Agreement

To the extent that the Contractor may have begun performance of the services before the date of execution at the City's request and due to the immediate needs, the City hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement. Notwithstanding this Section, the term of this Agreement will remain as stated above.

### 2.4. Compensation

The Contractor will be compensated by the City, for satisfactory performance, pursuant to the bidding process and other requirements as set forth in this Agreement.

### 2.5. Non-Exclusive Agreement

2.5.1. The Contractor understands and agrees that this is a non-exclusive agreement and that the City may enter into other agreements for the provision of brush clearance services.

2.5.2. Execution of this Agreement does not guarantee that the City will request the Contractor to provide any services.

### **3. GENERAL SPECIFICATIONS AND REQUIREMENTS**

#### **3.1. Mandatory Orientation**

The Contractor must attend any required orientation sessions presented by the Department regarding the Brush Clearance Program. By executing this Agreement, the Contractor certifies that they are familiar with the policies, procedures and requirements for brush clearance, weed and refuse abatement under the Brush Clearance Program and the relevant provisions of the LAMC.

If the Contractor intends to bid for work involving tree trimming and removal, the Contractor further certifies that they are familiar with the procedures and requirements for said work and the relevant provisions of the LAMC.

#### **3.2. Work to Be Performed by the Contractor**

During the term of this Agreement, the Contractor will provide brush clearance, weed and/or refuse abatement services, including tree trimming and removal, on public and/or private property under the Department's jurisdiction, pursuant to the requirements specified in LAMC §57.322 and §57.503.1.6.

3.2.1. Specific work to be performed by the Contractor will be assigned by the Department to the Contractor pursuant to the Brush Clearance Program's policies and procedures.

3.2.2. The exact nature of the work to be performed by the Contractor for each bid award will be described in bid packages prepared by the Department for each parcel to be cleared.

3.2.3. Cut vegetation must be processed or removed within the same day it is cleared, by a reasonable hour.

#### **3.3. Required Licenses, Certifications, Registrations and Insurance**

In order to participate in bid sessions, the Contractor must submit to the Brush Clearance Unit seven (7) days prior to bid day, required licenses, certificates, registration and insurances as specified in:

- 3.3.1. Requirements for Brush Clearance, Weed and Refuse Abatement Services, attached hereto and incorporated herein as Exhibit 2; and
- 3.3.2. Requirements for Tree Trimming and Removal Above Thirteen Feet, attached hereto and incorporated herein as Exhibit 3; and
- 3.3.3. Requirements for work on Public Properties – CA Department of Industrial Relations Registration Requirement, attached hereto and incorporated herein as Exhibit 4A; and
- 3.3.4. Requirements for work on Public Properties – Prevailing Wage Requirements, attached hereto and incorporated herein as Exhibit 4B.

### 3.4. Equipment Requirements, Inspections and Operation

#### 3.4.1. Equipment Requirements

The Contractor must provide all equipment in good working condition that is required to satisfactorily perform the services under this Agreement as more fully described in Exhibit 2 – Requirements for Brush Clearance, Weed and Refuse Abatement Services and Exhibit 3 – Requirements for Tree Trimming and Removal Services. All equipment furnished must meet the specifications below.

#### 3.4.2. Equipment Inspection

Any and all equipment being used by the Contractor must be available for inspection by a Department representative prior to the awarding of a bid. If equipment is to be leased or purchased, the supplier and specifications must be provided to the Department upon request. Any unsatisfactory equipment will be rejected.

#### 3.4.3. Equipment Operation and Maintenance

3.4.3.1. The Contractor shall have the necessary tools and spare parts for equipment to allow the operator or worker to make minor repairs in the field and to keep all equipment operating and serviceable throughout the day.

3.4.3.2. The Contractor is responsible for performing all routine maintenance and repairs to equipment on its own time.

### 3.5. Professional Conduct

The Contractor, and each of his or her employees, will conduct themselves in a professional manner while conducting business pursuant to this Agreement on public



or private property, while in contact with City employees, other Contractors, and members of the public.

- 3.5.1. The Contractor shall keep himself or herself fully informed of all existing and future federal, state, county or city laws, regulations and municipal ordinances, which may in any manner affect their work.
- 3.5.2. The Contractor shall at all times observe and comply with, and shall cause their subcontractors to observe and comply with all existing and future safety requirements, laws, ordinances, regulations, orders and decrees, which may in any manner affect work performed under this Agreement.
- 3.5.3. The Contractor shall at all times enforce strict discipline and good order among its employees or subcontractors.
- 3.5.4. The Contractor shall not employ or assign work to unfit persons or anyone not skilled in the operation of equipment or in the work to be performed under this Agreement.

#### **4. BID PROCESS**

##### **4.1. Mandatory Orientation**

A mandatory orientation meeting will be held prior to the start of bid sessions to provide an overview of the bid process and licenses, certifications, registration, and insurance required to participate. Contractors will be notified of the mandatory orientation by email.

##### **4.2. Requirements**

- 4.2.1 Requirements listed in Exhibit 2 – Requirements for Brush Clearance, Weed and Refuse Abatement Services and in Exhibit 3 – Requirements for Tree Trimming and Removal Above Thirteen Feet must be current and on file with the Department by 12:00 p.m., Pacific Time, seven (7) days prior to bid day in order to bid on certain bid packages.
- 4.2.2 Prior to the LAFD conducting any bid sessions on behalf of the Department of Water and Power (hereinafter referred to as “LADWP”), Contractors shall show proof and retain a ISA certified Arborist Municipal Specialist license and submit a Supplier/Contractor Data Form, attached hereto and incorporated herein as Exhibit 5, directly to LADWP in order for LADWP to create vendor codes for those Contractors. The Brush Clearance Unit shall facilitate all LADWP registrations with PurchBids, LADWP’s contractor vendor payment process, to ensure correct vendor codes are being generated.

### 4.3. Bid Packages

4.3.1. The Department will compile numbered bid packages for the work required, usually consisting of thirty (30) to fifty (50) hours or more of brush, weed and refuse abatement, and tree trimming and removal services for a typical five (5) person crew. The bid package may contain more than one (1) parcel to be abated.

4.3.2. Bid packages may contain multiple parcels and will include:

4.3.2.1. Detailed specifications describing work on each parcel.

4.3.2.2. A copy of the applicable Los Angeles County Assessor's map.

4.3.2.3. The Start Date.

4.3.2.4. Affidavit of Non-Collusion (Exhibit 6)

Throughout the term of this Agreement, the Contractor must abide by the requirements stated in the Affidavit of Non-Collusion, attached hereto and incorporated herein as Exhibit 6, on each and every bid submitted, and regarding any other action in furtherance of the Contractor's participation in the Brush Clearance Program.

Failure to abide by the requirements of this Article and Exhibit 6 – Affidavit of Non-Collusion will be cause for termination of this Agreement and will result in the Contractor being disqualified from future participation in the Brush Clearance Program.

4.3.2.5. The Solicitation Order describing specific licenses, certifications and insurance required by the bid package.

4.3.2.6. The Bid Checklist (Exhibit 7) that is required to be submitted by Contractor in a sealed envelope on the date bids are due.

### 4.4. Bid Package Adjustments

4.4.1. The Department will inspect each parcel included in a bid package by the date that bids are due to ensure work described within the bid package has not already been abated by the property owner during the period between issuance of the original bid package and the deadline for submitting the bid.

4.4.2. Should one (1) or more parcels in the original bid package be removed for reasons stated above, the Department will post an updated list of parcels highlighting those that have been removed. The updated list will

be located at the Brush Clearance Unit Office, by 2:00 p.m., Pacific Time, on the date the bids are due.

- 4.4.3. It is the Contractor's sole responsibility to revise and adjust their bid, based on the final posted list of parcels, to reflect any changes made to the parcels in the bid package.
- 4.4.4. Bids submitted by the Contractor that do not conform to the final list of parcels as posted by the Department will be rejected as non-responsive, and will not be considered for an award.
- 4.4.5. A Contractor may withdraw his or her bid at any time during the bid session.

#### 4.5. Submitting A Bid

- 4.5.1. Once bid packages are released by the Department, the Contractor has seven (7) calendar days (unless otherwise specified in the bid package) to submit their bid.
- 4.5.2. The price for each parcel must be specified and the total package amount must be stated.
- 4.5.3. Prior to submitting a bid, the Contractor will have the sole responsibility to confirm what parcels are included in the final bid package, based on the final posted list of parcels.
- 4.5.4. Any and all problems, complaints and questions regarding policies and procedures of the Brush Clearance Program or bidding process and awarding of bids hereunder must be directed to the Brush Clearance Unit Commander or the attending Inspector II, **prior** to the submittal of the bid.
- 4.5.5. Bids must be submitted in sealed envelopes. Only one (1) bid sheet is to be submitted per envelope. An Affidavit of Non-Collusion, fully executed by the Contractor, must accompany each bid sheet. Bids must be complete, legible, and in black ink.
- 4.5.6. Bids are due in the Department's Brush Clearance Unit Office at 6262 Van Nuys Boulevard, Suite 451, Van Nuys, California, 91401 before 12:45 p.m., Pacific Time, each Thursday following the release of a bid package. **NO BIDS WILL BE ACCEPTED AFTER 12:45 P.M.**
- 4.5.7. After the deadline for submittal of bids, the Contractor will wait outside of the Brush Clearance Unit office until summoned.

4.5.8. After the deadline for submittal of bids and continuing until the bid award, the Contractor will not communicate in any manner with the Department's personnel regarding any bid package or bid.

#### 4.6. Award of Bids

4.6.1. It is mandatory that bidders, or their qualified representatives, be present at bid openings and during the awarding of bids.

4.6.1.1. If someone, other than the Contractor's representative, specified in Section 1.2.2, is participating in a particular bid session, written documentation from the Contractor identifying and authorizing the representative to participate must be submitted to the Department along with the bid, prior to the deadline for submittal of the bid.

4.6.1.2. It is the Contractor's sole responsibility to ensure that his or her representative is thoroughly familiar with Brush Clearance Program bidding policies and is thereby qualified to participate in the bid process on behalf of the Contractor.

4.6.1.3. Any lost bids on the part of the Contractor due to the inability or unfamiliarity of the Contractor's representative with Brush Clearance Program bidding policies and procedures will not be the responsibility of the Department.

4.6.2. Bids will be opened, sorted, and read promptly by the Department personnel. The bid will be awarded to the lowest responsible bidder for each package at 3:00 p.m., Pacific Time, or shortly thereafter.

4.6.3. Each package will be awarded to only one (1) contractor.

4.6.4. The Department reserves the right to reject all bids and not make an award on any bid package that was issued.

4.6.5. If parcels have been pulled during the bid session, the winning contractor will have the option of not accepting the bid award, at which time it will be awarded to the next lowest bidder.

4.6.6. If no parcels were pulled during bid session, the winning contractor must accept the package in total.

#### 4.7. Timelines for Completion of Work

##### 4.7.1. Performance Period

**Time is of the essence.** All work identified in a bid package must be satisfactorily completed no later than 5:00 p.m. Pacific Time, thirteen (13) calendar days after the bid award.

#### 4.7.2. Performance Days

4.7.2.1. Performance days shall include weekends.

4.7.2.2. Performance days shall not include City holidays and/or rain days.

#### 4.7.3. Extension of Performance Period

4.7.3.1. If Contractor's performance period includes City holidays and/or rain days, the Department may grant Contractor an extension to the performance period.

4.7.3.2. If the performance period due date falls on a City holiday or rain day, the due date will be the next regular City business day.

#### 4.7.4. Unexcused Delays

Unexcused delays in completion of work will result in assessment of penalties pursuant to Article 8 – LIQUIDATED DAMAGES, of this Agreement.

#### 4.8. Re-Awarding a Bid Package

4.8.1. If the Contractor fails to perform satisfactorily under this Agreement, the Department may re-award bid packages that have not been completed by the Contractor to the next lowest acceptable bid from the applicable bid session.

4.8.2. The performance period of a re-awarded bid package may be extended for good cause beyond the stated expiration date at the sole discretion of the Department.

### 5. PREVAILING WAGE

#### 5.1. Prevailing Wage Rates

Prevailing Wages must be paid on all City of Los Angeles public works projects when the work is for construction, alteration, demolition, installation, maintenance or repair when the work is done under contract and paid for in whole or in part out of public funds.

5.1.1. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to public works wages, and in specific,

with Sections 1720-1861 of the Code requiring the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rate is established by the State of California's Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 972-8628, Fax (415) 972-8640, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2636.

5.1.2. Any contract awarded hereunder will require the Contractor and all subcontractors to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

5.1.3. The Contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a **weekly** basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the Contractor and all subcontractors shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

5.2. Pursuant to Section 1776 of the California Labor Code:

5.2.1. The Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by the Contractor.

5.2.2. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor upon request by the City.

5.3. Joint Labor Compliance Monitoring Program

The City has a Joint Labor Compliance Monitoring Program to assist in ensuring that the proper Prevailing Wage Rates are paid to all workers employed on the City's public works projects.

5.3.1. The Contractor and all subcontractors shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance

with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' adoption of a Joint Labor Compliance Monitoring Program.

- 5.3.2. Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while working on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2675.

## **6. SUBCONTRACTING**

Contractors shall request approval in writing from the Department for all subcontractors who will be working under a bid package at least seven (7) days prior to a bid session. The subcontractor shall be approved in writing by the Department prior to the beginning of work, regardless of the dollar amount of work to be performed.

### **6.1. Subcontractor Requirements**

Prior to requesting approval, the Contractor must ensure their subcontractors meet the following City compliance document requirements. The following documents can be downloaded off the Brush Clearance, Weed and Refuse Abatement RFQ page on BAVN ([www.labavn.org](http://www.labavn.org)) and must be submitted with the subcontractor approval request seven (7) days prior to a bid session.

- 6.1.1. Municipal Lobbying Ordinance and CEC Form 50 (RFQ Attachment F)
- 6.1.2. City Charter §470 (c)(12) and CEC Form 55 should they meet threshold requirements. (RFQ Attachment G)
- 6.1.3. If working on an agreement over \$25,000, the Contractor must ensure that his or her subcontractors meet the criteria for responsibility set forth in the Contractor Responsibility Ordinance ("CRO") and complete the CRO Questionnaire and Pledge of Compliance. (RFQ Attachments D and E)
- 6.1.4. Proof subcontractors hold required license(s), certification(s), registration(s) and insurance as outlined in Exhibit 2, Exhibit 3, Exhibit 4A and Exhibit 4B of this Agreement.

The Contractor may not use any subcontractor that has been determined or found to be a non-responsible contractor by the City.

- 6.2. All requests for subcontractor approval must contain the following information:

- 6.2.1. Subcontractor's Name
- 6.2.2. Subcontractor's Address
- 6.2.3. Subcontractor's Phone Number
- 6.2.4. Subcontractor's State of California Contractor License Number if required by the work order
- 6.2.5. Subcontractor's Los Angeles City Business Tax Registration Certificate Number ("BTRC")
- 6.2.6. CEC Form 50
- 6.2.7. CEC Form 55
- 6.2.8. Contractor Responsibility Questionnaire
- 6.2.9. Contractor Responsibility Pledge of Compliance
- 6.2.10. Proof of required license(s), certification(s), registration(s) and insurance

Failure to provide any of the information listed will result in denial of approval until such time as the information is provided.

Failure to obtain approval by the Department prior to each subcontractor performing work on the package may result in an order to suspend work by that subcontractor, and/or removal of work performed by unapproved subcontractor(s) at the Contractor's expense, assessment of penalties, and possible sanctions against the Contractor.

- 6.3. The Contractor must timely submit all requests for subcontractor approval at least seven days (7) prior to a bid session to:

Unit Commander  
Brush Clearance Unit  
6262 Van Nuys Boulevard, Suite 451  
Van Nuys, California 91401

Requests for subcontractor approval may also be faxed to the attention of the Unit Commander at (818) 778-4910 or (818) 778-4911.

- 6.4. Subcontractor Substitutions

If the Contractor is awarded a bid package, the Contractor may not substitute any person or company as a subcontractor in place of a subcontractor listed in the



original RFQ Response or in the original bid package without prior written consent from the Department, in compliance with Los Angeles Administrative Code §10.14.

## **7. REQUIREMENTS FOR PAYMENT**

Contractor must timely submit invoices with adequate photographic documentation, as outlined in the following subsections, to receive payment for completed work. Contractor must submit one (1) copy of the invoice for each completed bid package into the Department's VMS3 (Vegetation Management System).

### **7.1. Invoices**

7.1.1. The Contractor must submit five (5) copies of the invoice for each completed bid package.

7.1.2. All invoices must include the following:

7.1.2.1. Complete name and address of the company's firm

7.1.2.2. Complete name and address of the Los Angeles Fire Department

7.1.2.3. Date of the invoice

7.1.2.4. City issued agreement number

7.1.2.5. Complete bid package number

7.1.2.6. Assessor Parcel Number (APN)

7.1.2.7. Brief description of work performed

7.1.2.8. Amount due

7.1.3. Invoices and photographs, related to each bid package, must be submitted by 2:00 p.m., Pacific Time, fourteen (14) calendar days after the awarding of the bid.

7.1.4. The performance period of any requirement set forth in this Agreement will be determined based on calendar days, excluding City holidays and rain days, but not excluding weekends.

7.1.5. The Contractor must submit invoices that conform to City standards. All invoices must be submitted on the company's letterhead, contain the company's official logo, or contain other unique and identifying information and must be signed by the Contractor's representative as identified in Section 1.2.2 of this Agreement.

- 7.1.6. The City will not compensate the Contractor for any costs incurred for preparing invoices.
- 7.1.7. The Department may at any time change the content and format of the invoices and supporting documentation to substantiate costs, and will inform the Contractor in writing of those changes.
- 7.1.8. If any discrepancy exists between the invoice and the Department's record, including, but not limited to, the reported number of parcels, the amount of work done, or the size of parcels cleared by Contractor, the Department shall investigate and make a final determination.
- 7.1.9. Failure to submit timely invoices or comply fully with this section will result in assessment of liquidated damages pursuant to Section 8 – LIQUIDATED DAMAGES of this Agreement.
- 7.1.10 All LADWP package invoices shall include the LADWP location name and address. All LADWP approved physical descriptions and addresses shall be provided in the package contents. All other submission requirements remain the same, with payments issued through LADWP PurchBids.

## 7.2. Photographs

### 7.2.1. Details on Photographs

Every photograph submitted by Contractor must include the following:

7.2.1.1. Date and Time taken

7.2.1.2. Assessor's Parcel Number

7.2.1.3. Contractor's name must appear legibly somewhere on photograph

7.2.1.4. Contractor's initials

### 7.2.2. Number of Photograph Required on Invoice

The Contractor must submit the following minimum photographs for each parcel included on the invoice:

7.2.2.1. Three (3) photographs taken before the work commenced.

7.2.2.2. At least seven (7) photographs that show the Contractor's crew(s) working on the property.

- 7.2.2.3. Five (5) photographs taken after the work is finished.
- 7.2.3. In all cases, enough photographs must be taken to identify the entire work area.
- 7.2.4. The “before” and “after” photographs must be taken from the same vantage point.
- 7.2.5. Contractors must maintain duplicates of all photographs submitted to the Department.
- 7.2.6. Failure to provide adequate photographs is a material breach and relieves the Department from any obligation to make any payments on invoices submitted without said photographs. Additionally, failure to provide photographs timely will result in assessment of liquidated damages pursuant to Section 8 – LIQUIDATED DAMAGES of this Agreement.
- 7.2.7 An Itemized Bid Sheet, attached hereto and incorporated herein as Exhibit 8, shall be uploaded with invoices. Itemized Bid Sheets shall reflect the total price per APN broken down into the various categories attached. One Itemized Bid Sheet is required per each APN in a package.

## **8. LIQUIDATED DAMAGES**

**Time is of the essence** in the performance of each bid package. Due to the seasonal nature of the work, and the extreme fire hazard posed by the material to be removed from each parcel, it would be extremely burdensome for the parties to ascertain the actual damage incurred by the City and the general public from late performance by the Contractor.

### 8.1. Liquidated Damage Amount

Therefore, the parties agree that liquidated damages for late performance, or failure to perform satisfactorily, will be assessed against the Contractor at the rate of:

- 8.1.1. A minimum of \$200 per day for any package awarded under \$2,000, or
- 8.1.2. Any package awarded an amount above \$2,000 will be assessed at a rate of ten percent (10%) of the awarded bid amount per day.

### 8.2. Late Performance

- 8.2.1. Late performance is defined as the Contractor’s failure to complete the awarded package, submit the invoice of completed bid package or submit

the required number of “before, during and after” photographs, in a timely manner as required in Section 7 – REQUIREMENTS FOR PAYMENT of this Agreement.

- 8.2.2. Contractor will be notified, by telephone or email, regarding the number of extra days allotted for City holidays or rain day(s).

## 9. SUSPENSION

The Contractor’s performance must meet all Agreement terms and standards and will be evaluated on a regular basis by the Department throughout the term of this Agreement. Failure to comply may result in suspension from participating in future bid sessions pursuant to this Agreement and as set forth in Exhibit 1, Section PSC 8 of the Standard Provisions for City Contracts (Rev. 9/22)[v.1].

### 9.1. Causes for Suspension

Causes for suspension may include, but are not limited to, the following:

- 9.1.1. Unexcused late performance.
- 9.1.2. Failure to properly notify the Department of delays in completing an awarded package and the reasons for the delay.
- 9.1.3. Failure to comply with City ordinances as included in the Agreement.
- 9.1.4. Unsatisfactory work performance, such as, but not limited to:
  - 9.1.4.1. Failure to properly dispose of all cuttings and dead trees or other debris.
  - 9.1.4.2. Failure to follow the Department’s work order instructions.
  - 9.1.4.3. Failure to properly chip and spread cut vegetation.
  - 9.1.4.4. Failure to notify the Department when weed or debris abatement has been completed or partially completed by the property owner.
  - 9.1.4.5. Failure to maintain a degree of professionalism, including becoming disruptive or argumentative during a bid session.

### 9.2. Suspension Duration

The duration of the suspension will be determined by the Department based on the offense or reasons given by the Contractor for the unexcused late performance or unsatisfactory performance.

9.3. While suspended, the Contractor may not:

9.3.1. View and/or work parcels posted for bid sessions.

9.3.2. Observe bid sessions.

9.3.3. Participate in bid sessions.

If the Contractor engages in any of the above activities while on suspension, this Agreement will be terminated.

9.4. If a Contractor is suspended and unable to meet all or a portion of his or her obligation, the Department may assign another contractor to perform the work required and the Contractor will be disqualified from future bid sessions for a period of two (2) weeks or more.

## **10. TERMINATION**

### 10.1. Termination for Convenience

The Department may terminate this Agreement, in whole or in part, for its convenience at any time, as set forth in Exhibit 1, Section PSC 9 of the Standard Provisions for City Contracts (Rev. 9/22)[v.1].

### 10.2. Termination for Breach of Contract

The Department may terminate this Agreement, in whole or in part for failure to satisfactorily perform under this Agreement or for the Contractor's default (including, but not limited to, unexcused late performance), at any time, as set forth in Exhibit 1, Section PSC 9 of the Standard Provision for City Contracts (Rev. 9/22)[v.1].

### 10.3. Termination for Solicitation

The Contractor may not solicit monetary fees from a property owner whose parcel is part of a bid package, before, during, or after abating a fire hazard on such parcel. Solicitation of such fees will be grounds for the immediate termination of this Agreement.

### 10.4. Termination Notification

The Department will provide the Contractor with notice of termination pursuant to Section I – PARTIES TO AGREEMENT, REPRESENTATIVES AND NOTICE of this Agreement. The notice of termination will indicate the reason(s) for termination of the Agreement and the effective date of such termination.

10.4.1. The Department will compensate the Contractor for work satisfactorily completed prior to the effective date of such termination, but will not be liable for cost of services performed subsequent to such termination.

## **11. CITY CONTRACTING REQUIREMENTS**

### **11.1. Standard Provisions**

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 9/22)[v.1], attached hereto and incorporated herein as Exhibit 1.

### **11.2. Disclosure of Border Wall Contracting Ordinance**

Contractor shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting Ordinance.” City may terminate this Agreement at any time if City determines the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts as defined in LAAC Section 10.50.1.

## **12. ORDER OF PRECEDENT**

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistency between the body of this Agreement and the exhibits, the order of precedence will be as follows:

- 1) This Agreement between the City of Los Angeles and Contractor;
- 2) Exhibit 1 – Standard of Provisions for City Contracts (Rev. 9/22)[v.1];
- 3) Exhibit 2 – Requirements for Brush Clearance, Weed and Refuse Abatement Work;
- 4) Exhibit 3 – Requirements for Tree Trimming and Removal;
- 5) Exhibit 4A – Requirements for Work on Public Property;
- 6) Exhibit 4B – Prevailing Wage Requirements;
- 7) Exhibit 5 – Supplier/Contractor Data Form
- 8) Exhibit 6 – Affidavit of Non-Collusion;
- 9) Exhibit 7 – Bid Checklist;
- 10) Exhibit 8 – Itemized Bid Sheet; and
- 11) Any other exhibit or attachment in the order in which they are attached.

## **13. ENTIRE AGREEMENT**

This Agreement contains the full and complete agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

#### **14. COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
Kristin M. Crowley  
Fire Chief  
Los Angeles Fire Department

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

**APPROVED AS TO FORM:**  
HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

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

**ATTEST:**  
HOLLY L. WOLCOTT, City Clerk

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

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

City Agreement Number: \_\_\_\_\_

**PAN AMERICAN BRUSH  
CLEARANCE, INC., A CALIFORNIA  
CORPORATION**

By\*: \_\_\_\_\_  
Eddie Martinez  
President

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

By\*\*: \_\_\_\_\_  
Eddie Martinez  
Secretary

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

NOTE: If Contractor is a corporation, two signatures are required.

\* The signature of President, Chairman of the Board, or Vice President is required here; and  
\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.



# **EXHIBIT 1**

## **STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 9/22)[v.1]**

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any



Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

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

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,



provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

### **STANDARD PROVISIONS**

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: Pan American Brush Clearance

Date: 03/01/2024

Agreement/Reference: Brush Clearance, Weed and Refuse Abatement Services

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

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

**General Liability** At least \$2,000,000 aggregate GL coverage. City of Los Angeles must be named as additional insured party.

\$1,000,000

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

**Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

**Pollution Liability**

\_\_\_\_\_

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

**Crime Insurance**

**Other:** Submitted to Lauren Nakasuji @ LAFD, March 1, 2024

\*\*Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>

\*\*If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: [cao.insurance.bonds@lacity.org](mailto:cao.insurance.bonds@lacity.org))

# **EXHIBIT 2**

## **REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT WORK**

## REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

The following must be on file with the Brush Clearance Unit by **noon (12:00 p.m., Pacific Time), seven (7) days prior to bid day** in order to participate in the bid process.

- Contractor State License(s).
- All insurance certificates have to be uploaded and current on the City's insurance compliance system located at <https://kwikcomply.org>. Contractors with lapsed insurance certificates will not be able to participate in bid process. Lapsed insurance certificates will also trigger non-payment until proof of insurance renewal is provided.
- The California Highway Patrol (CHP) Safety Net Driver/Vehicle Inspection Report (CHP 407)

### 1. LICENSE REQUIREMENTS

1.1 California C-27 Landscaping Contractor State License.

1.2 If utilizing devices to manage traffic on public roadways, including but not limited to, cones, barricades, etc. a California C-31 Construction Zone Traffic Control Contractor State License is required.

### 2. INSURANCE REQUIREMENTS

2.1 Evidence of insurance coverages listed below must be valid and uploaded on <https://kwikcomply.org> by 12:00 p.m., Pacific Time, seven (7) days prior to bid day in order to participate in bid process:

- 2.1.1 General Liability - \$1 million
- 2.1.2 Workmans Compensation - \$1 million
- 2.1.3 Automobile Liability - \$1 million

2.2 Proof of Workers' Compensation 0109 will be required to bid and must be available at all times for inspection at the job location.

### 3. SAFETY REQUIREMENTS

3.1 All vehicles used to conduct brush clearance, weed and refuse abatement require a CHP 407 report and must be approved by the CHP.

3.2 Contractor will be required to renew their CHP 407 annually.

3.3 Prior to start of work each day, contractor foreman must conduct a safety meeting on-site.

3.4 Safety meeting must be conducted with LAFD Captain, Inspector, Utilities personnel, and Arborist.

3.5 Contractor must provide to the LAFD written emergency procedures in the event of a medical emergency involving one, or more, of its staff during an assignment.

3.6 Contractor must ensure each that vehicle used to perform the brush clearance, weed

## REQUIREMENTS FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

and refuse abatement has (1) a Class A portable 2.5 gallon water fire extinguisher, and (2) a Class 4A 60B:C dry chemical fire extinguisher with current inspection tags.

### 4. OTHER REQUIREMENTS

4.1 Foreman/Public Relations person shall remain on site with the work crew throughout the workday.

4.2 When needed, the City Geologist may be required to be on site and must follow requirements posed by City Geologist.

4.3 Contractor must have clear professional relationship with:

- 4.3.1 Fire Inspector
- 4.3.2 Residents

4.4 Contractor must have a complete list of emergency contacts and/or phone numbers for all utilities who must be notified in the event of mishaps.

4.5 Contractor must notify the LAFD Inspector if contractor is working on the weekend. Contractor must have the Inspector's mobile number in case of an emergency. Inspector mobile number shall not be disclosed to the public.

4.6 Contractor must review and follow procedures on how to deal with public complaints, and staff.

- 4.6.1 Fire Inspector
- 4.6.2 DWP and other utilities
- 4.6.3 Electrical wires
- 4.6.4 And areas of concern

### 5. FINANCIAL RESPONSIBILITY - Contractor is responsible for all costs associated with the following:

5.1 Providing an on-site Foreman/Public Relations person to respond to property owner, residents, HOA, and on-site questions and complaints.

5.2 Obtaining DOT permits

5.3 Obtaining traffic flow signs, Flasher boards, cones, barricade, delineators, and flagmen.

5.4 Any citations resulting from no parking signs and other street signs with restrictions.

5.5 All damages to physical property owned by or in part by the DWP: electrical lines, water lines, and cable telephone wire.



# **EXHIBIT 3**

## **REQUIREMENTS FOR TREE TRIMMING AND REMOVAL**

## REQUIREMENTS FOR TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET

The following must be on file in the Brush Clearance unit by **noon (12:00 p.m., Pacific Time), seven (7) days prior to bid day** in order to participate in the bid process for tree trimming and removal.

- Contractor State License(s)
- All insurance certificates must be uploaded and current on the City's insurance compliance system located at <https://kwikcomply.org>. Contractors with lapsed insurance certificates will not be able to participate in bid process. Lapsed insurance certificates will also trigger non-payment until proof of insurance renewal is provided.
- The California Highway Patrol (CHP) Safety Net Driver/Vehicle Inspection Report (CHP 407)

### 1. LICENSE REQUIREMENTS

1.1. California C-61/D-49 Limited Specialty Tree Service Contractor State License.

1.2. All Tree Trimmers shall be Qualified line clearance trimmers with Electrical Hazard Awareness Program Certification from the International Society of Arborists (ISA) or Tree Care Industry Association (TCI).

1.3. If utilizing devices to manage traffic on public roadways, including but not limited to, cones, barricades, etc. a California C-31 Construction Zone Traffic Control Contractor State License is required.

1.4. One (1) full-time American Society of Consulting Arborists (ASCA) Registered Consulting Arborist on staff when City of Los Angeles Urban Forestry reporting requirements are conducted.

1.5. In addition to the requirements listed above, to bid on any of the following Service Categories, the following certifications and licenses must be on file by noon (12 pm pacific time), seven (7) days prior to bid day.

1.5.1. Service Category 1: Certified Arborist Tree Trimming or Removal

- 1 full-time Certified Arborists on staff certified through International Society of Arboriculture (ISA)

1.5.2. Service Category 2: Municipal Specialist Tree Trimming or Removal

- 1 full-time Municipal Specialist on staff certified through ISA
- 1 full-time Tree Risk Assessment Qualification (TRAQ) Certified Arborist certified through ISA
- Certified Tree Worker climbers and groundsmen certified through ISA

1.5.3. Service Category 3: Utility Tree Trimming or Removal

- 1 full-time Utility Specialist on staff certified through ISA

**REQUIREMENTS FOR  
TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET**

**2. INSURANCE REQUIREMENTS**

2.1. Evidence of insurance coverages listed below must be valid and uploaded on <https://kwikcomply.org> by 12:00 p.m., Pacific Time, seven (7) days prior to bid day in order to participate in bid process:

- 2.1.1. General Liability - \$1 million
- 2.1.2. Workers' Compensation - \$1 million
- 2.1.3. Automobile Liability - \$1 million

2.2. Proof of Workers' Compensation Class Code 0106 will be required seven days prior bid day and must be available for inspection at the job location:

**3. NOTIFICATION REQUIREMENTS:**

- 3.1. Contractor must have emergency number for all Utility Companies (LADWP, Cable, Telephone) and provide the list to LAFD Brush Unit.
- 3.2. Contractor is responsible for notifying the Utility Company regarding any mishaps.
- 3.3. Contractor must hand deliver a letter/flyer notifying affected property owner of the pending brush clearance, weed and/or refuse abatement project at least 48 hours in advance, at the discretion of the Inspector in charge. (Notice shall include contact person and phone number of contracting company and the LAFD)

**4. SAFETY REQUIREMENTS**

- 4.1. All vehicles used to conduct brush clearance, weed and refuse abatement require a CHP 407 report and must be approved by the CHP.
- 4.2. Contractor will be required to renew their CHP 407 annually.
- 4.3. Prior to start of work each day, contractor foreman must conduct a safety meeting on-site.
- 4.4. Safety meeting must be conducted with LAFD Captain, Inspector, Utilities personnel, and Arborist.
- 4.5. Contractor must provide to the LAFD written emergency procedures for the following scenario:
  - 4.5.1. Medical Emergency
  - 4.5.2. Tree Rescue
  - 4.5.3. Power line emergency

**REQUIREMENTS FOR  
TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET**

4.6. Contractor must ensure each vehicle used to perform the brush clearance, weed and refuse abatement, including tree trimming, must have (1) a Class A portable 2.5 gallon water fire extinguisher and (2) a Class 4A 60B:C dry chemical fire extinguisher with current inspection tags.

**5. OTHER REQUIREMENTS**

5.1. Foreman/Public Relations person and Arborist shall remain on site with the work crew throughout the workday.

5.2. Contractor employees must follow high power utility safety procedures at all times.

5.3. Have a meeting with DWP regarding power lines.

5.4. Arborist must have a meeting with the LAFD representative.

5.5. When needed, the City Geologist may be required.

5.6. Contractor must have clear relationship with:

5.6.1. Fire Inspector

5.6.2. Residents

5.6.3. Urban Forestry Dept. (Registered Consulting Arborist required)

5.6.4. Certified Arborist, ISA

5.7. Contractor must have a complete list of emergency contacts and/or phone numbers for all utilities who must be notified in the event of mishaps.

5.8. Contractor shall notify the LAFD if contractor is working on the weekend. Contractor must have the Inspector's mobile number in case of an emergency. Inspector mobile number shall not be disclosed to the public.

5.9. Review and follow procedures on how to deal with public complaints, and staff.

5.9.1. Arborist

5.9.2. Fire Inspector

5.9.3. Department of Forestry, DWP and other utilities

5.9.4. Electrical wires

5.9.5. And areas of concern

**6. FINANCIAL RESPONSIBILITY** - Contractor is responsible for all costs associated with the following:

6.1. On-site Foreman/Public Relations person to respond to homeowners, residents and on-site questions and complaints.

6.2. Obtaining DOT permits

**REQUIREMENTS FOR  
TREE TRIMMING AND REMOVAL ABOVE THIRTEEN FEET**

- 6.3. Obtaining traffic flow signs, Flasher boards, cones, barricade, delineators, and flagmen.
- 6.4. Any citations resulting from no parking signs and other street signs with restrictions.
- 6.5. All damages to physical property owned by or in part by the DWP: electrical lines, water lines, and cable telephone wire.

# **EXHIBIT 4A**

## **REQUIREMENTS FOR WORK ON PUBLIC PROPERTY**

### **California Department of Industrial Relations Registration Requirement**

### **California State Senate Bill 854**



## Public Works Reforms (SB 854) Fact Sheet



Public Works Contractors – Effective 7/1/17 PWCR registration increases to \$400. Learn more [here](#).

Public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities.

### Essentials of public works contractor registration program:

- Contractors are subject to a registration and annual renewal fee set at \$400. This fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
  - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
  - Must have Contractors State License Board license if applicable to trade.
  - Must not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
  - Must not be under federal or state debarment.
  - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.

- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
- DIR provides a searchable database of registered contractors and subcontractors on its website, so that awarding bodies and contractors can comply with the requirement to only use registered contractors and subcontractors.
- Various protections are built in so that
  - A contractor won't be in violation for working on a private job that is later determined to be public work;
  - The inadvertent listing of an unregistered subcontractor on a bid doesn't necessarily invalidate that bid;
  - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
  - An unregistered contractor or subcontractor can be replaced with one who is registered;
  - A contractor whose registration lapses will have a 90-day grace period within which to pay a late fee and renew.
- Contractors and subcontractors register online. The preferred method of payment is by credit card.
- The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

### **Essentials of Public Works Enforcement Fund:**

All contractor registration fees go into the State Public Works Enforcement Fund and are used to fund the following items:

- Administration of contractor registration requirement;
- All DIR costs for administering and enforcing public works laws;
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR no longer charges awarding bodies for prevailing wage compliance monitoring and enforcement on legacy CMU projects.

### **Related changes in DIR's administration and enforcement of public works requirements:**



- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects were eliminated and replaced by requirements that apply to *all* public works projects (as defined under the Labor Code).
- Awarding bodies are required to submit PWC-100 (contract award notice) for all public works projects.
- Contractors and subcontractors on *all* public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
  - CPRs are furnished to the Labor Commissioner online
  - This requirement phases in as follows:
    - Applied to public works projects that had been under CMU monitoring;
    - Applies to any new projects awarded on or after April 1, 2015;
    - May apply to other projects as determined by Labor Commissioner;
    - Applies to *all* public works projects, (except those listed under Exemptions just below), on and after January 1, 2016.
  - **Exemptions:** As of April 1, 2015, and even after January 1, 2016, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner:

### **Small Project Exemption**

Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

### **Any projects monitored and enforced by the following legacy LCPs:**

- California Department of Transportation (Caltrans)
- City of Los Angeles

- Los Angeles Unified School District
- County of Sacramento

**Projects covered by qualifying project labor agreements,** at the Labor Commissioner's discretion.

- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) ongoing public works projects awarded prior to January 1, 2012, that were under a pre-existing LCP requirement (see the four legacy LCPs listed above) and (2) projects funded in whole or in part by Proposition 84.

June 2017

# **EXHIBIT 4B**

## **REQUIREMENTS FOR WORK ON PUBLIC PROPERTY**

### **Prevailing Wage Requirements**

#### **City of Los Angeles Labor Compliance Manual**

# **CITY OF LOS ANGELES**



# **LABOR COMPLIANCE MANUAL**

Revised May 2014

**PART I**  
**CITY OF LOS ANGELES**  
**LABOR COMPLIANCE PROGRAM REQUIREMENTS**

**I. INTRODUCTION**

The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations.

The City's Labor Compliance Program (LCP) is certified under California Code of Regulations Chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.

**II. LABOR COMPLIANCE PROGRAM REQUIREMENTS**

- a.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
- b.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.
- c.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

**III. PUBLIC WORKS CONSTRUCTION PROJECTS**

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those

referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

#### **IV. EMPLOYMENT OF MINORS PROHIBITED**

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

#### **V. YOUTH EMPLOYMENT PROGRAMS**

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

#### **VI. CASH PAYMENTS PROHIBITED**

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. **Cash payments are prohibited.**

#### **VII. WORKERS DEFINED**

The City defines “worker” as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act) (CFR 29 Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

#### **VIII. PREVAILING WAGES**

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR), are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most

closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

#### **IX. EFFECTIVE PREVAILING WAGE RATES**

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (\*) or double asterisk (\*\*). The single asterisk (\*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (\*\*) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2662. The rates are also available on the internet at [www.dir.ca.gov](http://www.dir.ca.gov).

#### **X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS**

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, must be prepared by the Contractor and submitted to the OCC with the first payroll. In addition, a copy of the *Employer's Monthly Report To Trustees*, must be submitted to the OCC by the (15<sup>th</sup>) of the following month. Any worker not covered under a Trustee account must be paid a fringe benefit equivalent to that required by the DIR, associated with the minimum prevailing wage for the worker classification. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

## XI. APPRENTICE REQUIREMENTS

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

### 1. APPRENTICES

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City of Los Angeles contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

California Code of Regulations Title 8 §230.1 requires contractors who are not already approved to train by an applicable joint apprenticeship committee or unilateral committee, to request the dispatch of required apprentices from all of the applicable Apprenticeship Committees whose geographic area of operation includes the site of the public work by giving the committee actual notice of 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the ratios as stated in Labor Code Section 1777.5. If an Apprenticeship Committee dispatches fewer apprentices than the contractor requests, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a contractor who is not a participant in an apprenticeship program has requested dispatch from all applicable apprenticeship committees in the project area.

Apprentices shall be individually registered in a bona fide state or federally approved apprenticeship program. Apprentices, as defined in Labor Code Section 3077, must be registered with the State of California, Division of Apprenticeship Standards (DAS) to be eligible for employment as an apprentice on the project. Any employee listed on a payroll as an apprentice and paid the apprentice wage rate who is **not** an apprentice, as defined in California Labor Code Section 3077, shall be paid the journey level wage rate determined for the classification of work actually performed. The Contractor and sub-contractors shall furnish the City a copy of a DAS apprentice



registration for each apprentice employed. The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or (213) 576-7750 or at their website: [www.dir.ca.gov/DAS](http://www.dir.ca.gov/DAS)).

## 2. RATIOS

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a “Notice of Reprimand” and forward the matter to the DAS.

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

## **XII. LIABILITY FOR UNPAID WAGES**

- a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars (\$200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor’s obligation to pay prevailing wage rates is met.

- b.) The **Contract Work Hours and Safety Standards Act (CWHSSA)** require time and one-half pay for overtime as defined by the Federal government. (Overtime as defined by the Federal government is any time

over 40 hours worked by a worker in a given work week.) In the event that this project is federally funded, an additional penalty of \$10/day per violation will be strictly enforced for under-payment of the overtime rate. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

- c.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to ***kickback*** any portion of their wages. The **Copeland (Anti-Kickback) Act** is the federal statute that makes it a felony to require any laborer or mechanic employed on a Federal or Federally Assisted public works project to return any portion of his/her wages in connection with services rendered upon any public work.

### **XIII. POSTING**

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations.

### **XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM**

The Contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2660.

### **XV. CERTIFIED PAYROLL RECORDS**

- a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.

The payroll records referred to must include the employee's:

- A. name;
- B. address;
- C. social security number;
- D. work classification;
- E. straight time hours per day and total per week;

- F. overtime hours per day and total per week;
- G. gross wages earned this project;
- H. gross wages earned on all other projects;
- I. itemized deductions;
- J. actual per diem wages paid; and
- K. payroll check numbers or direct deposit verification

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

- b.) Certified payrolls from the Contractor and all Subcontractors shall be submitted to the City **weekly** through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. The City reserves the right to **reject incomplete** payroll reports and request re-submittal of complete reports.
- c.) The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit certified payrolls through OCPS. In the event that Subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.
- d.) Upon a request from the City, the Contractor and all Subcontractors shall be prepared to submit hard copies of certified payrolls accompanied by a Statement of Compliance, signed in ink.
- e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports through OCPS, and a copy of the DMV vehicle registration of the Owner-Operator shall be submitted to the City after the first Certified Payroll on which this owner-operator's name appears. Listing any individual as "Owner-Operator" **will not** be accepted as the classification is not recognized by the State of California Department of Industrial Relations' Office of Policy, Research and Legislation.
- f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars (\$100) per day, per worker employed on the project, for failing to comply strictly with requests by the City for submittal of payroll documents and/or all supporting documents which includes, but is not limited to: cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be

subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

## **XVI. WORKING HOURS**

- a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½ ) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.
- b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer's place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations inclusive of return trip travel time from a public work classified project. All "hours worked" must be included in calculating any overtime including time denominated as compulsory travel time.

The Portal-to Portal Act applies to public works project that are funded in whole or in part with federal funds and excludes from the workday travel to or from the workplace by an employee (29 USC 254 (a)(1)). Under section 254(a), this includes work performed pursuant to contracts awarded by the federal government under the Davis-Bacon Act. However, the Portal-to-Portal Act, to the degree it amends the Davis-Bacon Act, does not supercede any aspect of the California Prevailing Wage Law and is not applicable to compulsory travel time incurred in the performance of a California awarding body's public work project when determining the "hours worked" as noted by the California Supreme Court in *Morrillion v. Royal Packing Company* (2000) 22 Cal. 4<sup>th</sup> 575,94 Cal. Rptr.2d3,

"The California Labor Code and the Industrial Welfare Commission (IWC) wage orders do not contain an express exemption for travel time similar to that of the Portal-to-Portal Act. ...In contrast to these specific findings showing the congressional intent, the Legislature has not similarly identified existing evils under state law." (*Id.* at p.590.)

In reviewing the history of the IWC's Wage Order No. 14-80, the California Supreme Court said,

“The IWC added the phrase ‘the time during which an employee is subject to the control of the employer’ to the definition of ‘hours worked.’ ...Absent convincing evidence of the IWC’s intent to adopt the federal standard for determining whether time spent traveling is compensable under state law, we decline to import any federal standard, which expressly eliminates substantial protections to employees. Accordingly, we do not give much weight to the federal authority.” (*Id.* at p. 590-591)

Finally, the California Supreme Court observed,

“our departure from the federal authority is entirely consistent with the recognized principle that state law may provide employees greater protection than the F.L.S.A. [Fair Labor Standards Act].” (*Id.* at p. 592.)

## **XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS**

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City may withhold contract payments when payroll records are delinquent or inadequate.

## **XVIII. DISPUTES**

The City’s Labor Compliance Program administered by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

**PART II**  
**LABOR COMPLIANCE PROGRAM REQUIREMENTS –**  
**FEDERALLY FUNDED/ASSISTED CONSTRUCTION**  
**PROJECTS**

Projects receiving full or partial federal funds are subject to the regulations listed below, in addition to any and all applicable California labor requirements.

**I. DAVIS-BACON REGULATIONS**

The U.S. Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) and can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1 explains how the DOL establishes and publishes Davis-Bacon Act wage determinations and provides instructions on how to use the determinations. Part 3 describes the Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in each contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Part 7 sets parameters for due process procedures before the Wage Appeals Board (renamed Administrative Review Board). These regulations are used as the basis for administering and enforcing the laws.

**The Davis-Bacon Act**

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the DOL) to all laborers and mechanics on Federal construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

**The Contract Work Hours and Safety Standards Act (CWHSSA)**

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 hours in any work week) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

### **The Copeland Act (Anti-Kickback Act)**

The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to *kickback* any part of their wages. The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

### **The Fair Labor Standards Act (FLSA)**

The FLSA contains Federal minimum wage rates and overtime (O/T) requirements. These requirements generally apply to any labor performed and may be *pre-empted* by other Federal standards such as the Davis-Bacon Act prevailing wage requirements and CWHSSA O/T provisions. Only the Department of Labor has the authority to administer and enforce the FLSA. The Office of Contract Compliance (OCC) will refer any possible FLSA violations that are found on projects to the DOL.

## **II. CONSTRUCTION CONTRACT PROVISIONS**

Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon Wage Decision. These documents are bound into the contract specifications.

### **The Labor Standards Clauses**

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

### **Davis-Bacon Wage Decisions**

The Davis-Bacon Wage Decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, and the minimum wage rates (and fringe benefits, where prevailing) that employees performing work in those classifications must be paid.

### **Contract Administration form BCA-167**

The Bureau of Contract Administration form BCA-167 “Contractor Daily Field Report” must be utilized on all projects receiving federal-aid.

The BCA-167 is to be completed by the Prime Contractor on a daily basis and forwarded to the Bureau of Contract Administration Project Inspector no later than noon of the work day following the work date.

### **III. INQUIRIES**

All questions regarding this section and all matters concerning the payment of prevailing wages should be referred to:

The Office of Contract Compliance  
Labor Compliance Section  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
(213) 847-2662

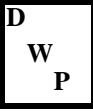
For more information, log on to:

<http://bca.lacity.org>  
<http://www.dir.ca.gov>  
<http://www.dol.gov>



# **EXHIBIT 5**

## **SUPPLIER/CONTRACTOR DATA FORM**



# SUPPLIER/CONTRACTOR DATA

DWP USE ONLY

VC#

Please type or print

SEE REVERSE SIDE FOR INSTRUCTIONS

<b>5a) FIRM NAME</b>  (Exactly as it appears on your invoice)  <b>FIRM NAME</b>  (Full, legal or Corporate)  <b>CHECK ONE:</b>  <input type="checkbox"/> Division of: <input type="checkbox"/> Subsidiary of:	(Please attach a copy of your invoice)	1) BTRC/TRC NO.
		2) FED. TAX I.D. NO.
		3) STANDARD INDUSTRIAL CODE NO.
		4) CONTRACTOR LIC. #  Expires:

**5b) BUSINESS TYPE:**  CORPORATION  PARTNERSHIP  SOLE PROPRIETOR  OTHER (please specify)

<b>6) BID/MAILING ADDRESS INFORMATION</b>	NUMBER	STREET		TELEPHONE NUMBER
	CITY	STATE	ZIP	FAX NUMBER
	LOCAL CONTACT NAME			CONTACT NUMBER
	E-MAIL ADDRESS/WEBSITE ADDRESS			

<b>7) BUSINESS LOCATION</b> <small>(If No. 6 is a PO Box)</small>	NUMBER	STREET		
	CITY	STATE	ZIP	

<b>8) AGENT OR MANUFACTURER INFORMATION</b>	C/O FIRM NAME		E-MAIL ADDRESS	
	NUMBER	STREET		
	CITY	STATE	ZIP	TELEPHONE NUMBER

<b>9) REMITTANCE ADDRESS</b>	NUMBER	STREET		
	CITY	STATE	ZIP	

**10) BUSINESS SIZE STATUS:**  Small  Large  Certified Small Local Business (SLB)  Non-Profit

**11a) MINORITY-OWNED BUSINESS ENTERPRISE?**  YES  NO  
**WOMAN-OWNED BUSINESS ENTERPRISE?**  YES  NO

**11b) IF ANSWER IS YES, PLEASE INCLUDE OWNERSHIP DATA:**

NAME(S): _____	% of Ownership _____
NAME(S): _____	% of Ownership _____
NAME(S): _____	% of Ownership _____

AMERICAN INDIAN  HISPANIC  ASIAN-PACIFIC AMERICAN  AFRICAN AMERICAN

**12) CERTIFIED AS MINORITY-OWNED OR WOMAN OWNED BY:**

**13) IMPORTANT!** The undersigned or an authorized representative of the firm must notify the Department of Water and Power of any changes to the information contained herein. Failure to do so may result in lost opportunities of receiving bids.

\_\_\_\_\_  
Signature (Officer, Principal or Owner) Title Date

Please return Supplier/Contractor Data Form to: DEPARTMENT OF WATER AND POWER  
 CORPORATE PURCHASING SERVICES  
 PO BOX 51111, ROOM L-43  
 LOS ANGELES, CA 90051-0100

FAX: (213) 367-1643 or E-mail to [PURCHBIDS@LADWP.COM](mailto:PURCHBIDS@LADWP.COM)

## INSTRUCTIONS FOR COMPLETING THE SUPPLIER/CONTRACTOR DATA FORM

- 1) **TRC NO.** – Enter your (Business) Tax Registration Certificate Number. Firm's current Tax Registration Certificate Number or Business Tax Exemption Number must be shown on all invoices submitted for payment. Failure to do so may delay payment. For additional information regarding the applicability of the City Business Tax Registration, vendor shall contact the City Clerk's Office at (213) 978-1521.
- 2) **FEDERAL TAX ID NUMBER** – For purposes of 1099 Reporting, the name and Tax ID may result in delay of payment and may subject you to 31% backup withholding to comply with Sec. 3406 of the Internal Revenue Code.
- 3) **STANDARD INDUSTRIAL CODE** – Enter SIC number.
- 4) **CONTRACTOR LICENSE NUMBER AND EXPIRATION DATE** – Enter license number and date contractor license expires.
- 5a) **FIRM NAME** – Enter complete legal name(s) of owner(s) or corporate name entered on the Corporate Charter.  
**Division of Subsidiary of** – Check if you are a division or subsidiary and give the firm's affiliation name.
- 5b) **BUSINESS TYPE** – Check one; if "OTHER" is checked, please specify what type of business organization (e.g. Joint Venture, LLC, etc.)
- 6) **BID/MAILING ADDRESS** – Enter where you want bids and correspondence mailed.
- 7) **BUSINESS LOCATION** – Enter your business street address, if mailing address is a P.O. Box address.
- 8) **C/O FIRM NAME** – If bids are to be mailed in "c/o (care of)" agent or manufacturer's representative, enter appropriate name and address.
- 9) **REMITTANCE ADDRESS** – Enter where you want payments mailed to, if different than bid/ mailing address.
- 10) **BUSINESS SIZE STATUS** – Indicate size of business based on the following guidelines:
  - SMALL** – Less than \$3 million aggregate receipts for the previous fiscal year.
  - LARGE** – More than \$3 million in aggregate receipts for the previous fiscal year.
  - CERTIFIED SMALL LOCAL BUSINESS (SLB)** – Only businesses certified as a SLB should check this box.
  - NON-PROFIT** – Your business is listed as a non-profit organization.
- 11a) **MINORITY OR WOMAN-OWNED BUSINESS** – Must be at least 51% owned by minority or minorities (MBE), or a woman or women (WBE), who exercise the power to make policy decisions and who are actively involved in the day-to-day management of business.
- 11b) **OWNERSHIP DATA** – Enter name(s) and percentage(s) of ownership.
- 12) **CERTIFIED AS MINORITY-OWNED OR WOMAN-OWNED** – Enter the agency that certified your business. Mail or transmit a copy of your certification.
- 13) **DECLARATION** – Please sign and date.

Please return Supplier/Contractor Data Form to: **DEPARTMENT OF WATER AND POWER  
CORPORATE PURCHASING  
SERVICES PO BOX 51111, ROOM L-43  
LOS ANGELES, CA 90051-0100**

**FAX: (213) 367-1643 or E-Mail to [PURCHBIDS@LADWP.COM](mailto:PURCHBIDS@LADWP.COM)**

# **EXHIBIT 6**

## **AFFIDAVIT OF NON-COLLUSION**

**NON-COLLUSION AFFIDAVIT**

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, \_\_\_\_\_, depose and say that I am  
\_\_\_\_\_, of \_\_\_\_\_,  
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: \_\_\_\_\_ at \_\_\_\_\_  
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

\_\_\_\_\_  
(Signature)

# **EXHIBIT 7**

## **BID CHECKLIST**

## BID CHECKLIST

## Exhibit 7

The following must be completed and/or on file with the Brush Clearance Unit (BCU) **by noon, Pacific Time, seven (7) days prior to a bid session:**

- \_\_\_\_\_ Insurance certificates must be current on KwikComply (<https://kwikcomply.org/>)
- \_\_\_\_\_ Proof of current California State Licenses
- \_\_\_\_\_ Proof of Required Certifications
- \_\_\_\_\_ Proof of Department of Industrial Relations Registration (if applicable)
- \_\_\_\_\_ Small & Local Business Certification (if applicable)
- \_\_\_\_\_ Subcontractor approval request with their completed compliance documents:
  - \_\_\_\_\_ CEC Form 50 (<https://ethics.lacity.org/forms/>)
  - \_\_\_\_\_ CEC Form 55 (<https://ethics.lacity.org/forms/>)
  - \_\_\_\_\_ Contractor Responsibility Questionnaire  
(<https://bca.lacity.org/Uploads/cro/CRO%20Construction%20Questionnaire%20FINAL%2001.23.2020.pdf>)
  - \_\_\_\_\_ Contractor Responsibility Pledge of Compliance  
([https://bca.lacity.org/Uploads/cro/CRO\\_Pledge%20of%20Compliance\\_Fillable%20%281%29.PDF](https://bca.lacity.org/Uploads/cro/CRO_Pledge%20of%20Compliance_Fillable%20%281%29.PDF) )
  - \_\_\_\_\_ Business Tax Registration Certificate Number (<https://finance.lacity.org/>)
  - \_\_\_\_\_ Proof of Subcontractor Licenses, Certifications, Registration and Insurance (see Exhibit 2, Exhibit 3 and Exhibit 4A & 4B)
  - \_\_\_\_\_ Affidavit of Non-Collusion (see Exhibit 6)
- \_\_\_\_\_ If applicable, proof of submission of the LADWP Supplier/Contractor Data Form (see Exhibit 5)

The following must be submitted **in a sealed envelope at time of bid:**

- \_\_\_\_\_ Completed Bid Sheet containing Contractor's bid price for each parcel and total bid package
- \_\_\_\_\_ Affidavit of Non-Collusion (see Exhibit 6)
- \_\_\_\_\_ Name and information on BCU approved subcontractor

# **EXHIBIT 8**

## **ITEMIZED BID SHEET**



**LOS ANGELES CITY FIRE DEPARTMENT  
BRUSH CLEARANCE UNIT  
ITEMIZED BID SHEET**

ATTENTION: LAFD BCU & PROPERTY OWNER

DATE:

ARBORIST  C31  EHAP

COMPANY NAME:

ASSESSOR PARCEL NUMBER and PACKAGE NUMBER:

FIXED COSTS	TOTAL COSTS		
OFFICE/YARD RENTAL			
OFFICE EXPENSES			
SUPPORT STAFF			
LAFD CERTIFICATION REQUIREMENTS			
INSURANCE			
<b><u>TOTAL COSTS:</u></b>			
VARIABLE COSTS	CREW SIZE	BRUSH ONLY	MULTIPLE VIOLATIONS
LABOR COSTS			
WORKERS COMPENSATION INSURANCE			
EQUIPMENT COSTS			
DUMP FEES			
TRUCK AND LARGE EQUIPMENT EXPENSES			
FUEL FOR VEHICLES AND 2 STROKE EQUIPMENT			
<b><u>TOTAL COSTS:</u></b>			

**CONTRACT TERM: 14 DAYS UNLESS AGREED UPON WITH DISTRICT INSPECTOR AT TIME OF BIDDING. ALL CLEARANCE SHALL BE IN ACCORDANCE WITH L.A.M.C. 57.322 , 49.6.3.3 , 57.507.5 , 57.503.1 , 56.08**



AGREEMENT NO. \_\_\_\_\_

between

THE CITY OF LOS ANGELES

and

RODRIGUEZ TREE SERVICE, INC.

for

BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES

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LIST OF EXHIBITS

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California Department of Industrial Relations Registration Requirement  
California State Senate Bill 854

EXHIBIT 4B - REQUIREMENTS FOR WORK ON PUBLIC PROPERTY  
Prevailing Wage Requirements  
City of Los Angeles Labor Compliance Manual

EXHIBIT 5 - SUPPLIER/CONTRACTOR DATA FORM

EXHIBIT 6 - AFFIDAVIT OF NON-COLLUSION

EXHIBIT 7 - BID CHECKLIST

EXHIBIT 8 - ITEMIZED BID SHEET

**AGREEMENT NO. \_\_\_\_\_**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**RODRIGUEZ TREE SERVICE, INC.**  
**FOR BRUSH CLEARANCE, WEED AND REFUSE ABATEMENT SERVICES**

**THIS AGREEMENT** (hereinafter referred to as “Agreement”) is made and entered into by and between the City of Los Angeles (hereinafter referred to as the “City”), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as the “Department” or “LAFD”), and Rodriguez Tree Service, Inc., a California Corporation, a qualified brush clearance contractor (hereinafter referred to as the “Contractor”), with reference to the following;

**WHEREAS**, the Department has the responsibility to comply with and enforce the Los Angeles Municipal Code (“LAMC”) with regard to the property under the jurisdiction of the Department and in particular the abatement of certain public nuisances, including, but not limited to, overgrown vegetation and refuse as set forth in LAMC §57.322.1 and §57.503.1.6.6; and

**WHEREAS**, the Department requires the services of qualified contractors to abate fire hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved, publicly-owned and privately-owned property within the City of Los Angeles; and

**WHEREAS**, in connection with said efforts, the Department has determined that it is necessary to have qualified contractors with sufficient crews and equipment available to furnish said abatement services in a timely manner; and

**WHEREAS**, the Department requires such services every year generally commencing in late Spring; and

**WHEREAS**, the City performed its Charter §1022 evaluation and determined that City employees do not have the expertise to perform the work; and

**WHEREAS**, on July 10, 2023, the Department issued a Request for Qualifications (“RFQ”) No. 2023-038-001 in accordance with City Charter §372, seeking qualified brush clearance, weed and refuse abatement contractors; and

**WHEREAS**, the Contractor responded to the RFQ and the Department has determined that the Contractor possesses the qualifications and experience necessary to provide the services requested; and

**WHEREAS**, the City desires to enter into an Agreement with the Contractor for brush clearance, weed and refuse abatement services.

**NOW THEREFORE**, in consideration of the above premises, representations, covenants and agreements provided below, the parties agree as follows:

## **1. PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTICE**

### 1.1. Parties

The parties to this Agreement are:

City - The City of Los Angeles, a municipal corporation, acting by and through its Fire Department, having its principal office at 200 North Main Street, 18<sup>th</sup> Floor, Los Angeles, California 90012.

Contractor - Rodriguez Tree Service, Inc., a California Corporation, having its principal office at 3769 Dalton Ave., Los Angeles, CA 90018.

### 1.2. Representatives

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

#### 1.2.1. The City's Representative will be as follows, unless otherwise stated in this Agreement:

Kristin M. Crowley, Fire Chief  
Los Angeles Fire Department  
200 North Main Street, 18th Floor  
Los Angeles, California 90012

With a copy to:

Brent Kneisler, Inspector II  
Los Angeles Fire Department  
Fire Prevention and Public Safety Bureau  
Brush Clearance Unit  
6262 Van Nuys Boulevard, Suite 451  
Van Nuys, California 91401

#### 1.2.2. The Contractor's representative will be:

Francisco Rodriguez, President  
Rodriguez Tree Service, Inc.  
3769 Dalton Ave.  
Los Angeles, CA 90018  
Telephone: (323) 580-7131